



***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

February 24, 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
February 24, 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 January 27, 2026 Meeting – **Page 4**
3. Ratification of:
 - A. Painting Event Agreement (2026 Events) with Paint ‘N Hang, LLC – **Page 26**
 - B. Event Agreement (2026) with Recrea Group, Inc. – **Page 41**
 - C. Invoice #2120 with Davis Environmental Solutions – **Page 59**
 - D. Small Project Agreement (Storm Drain Pad Repairs) with Gernet Engineering and Contracting, LLC – **Page 60**
4. Staff Reports
 - A. Attorney – Consideration of Request for Adjustment to District Counsel Fee Structure – **Page 82**
 - B. Engineer
 - C. Club Manager – Monthly Report – **Page 84**
 - D. Gate Updates
 - E. Field Manager
 - 1) Monthly Report – **Page 89**
 - 2) Update on SFWMD Buffer Maintenance
 - F. CDD Manager

5. Financial Reports

A. Approval of Check Register – **Page 115**

B. Approval of Unaudited Financials – **Page 120**

6. Supervisors Requests and Audience Comments

7. 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, January 27, 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
Ana Jo	Vice Chairman
Maggie Coon	Assistant Secretary
Timothy Moon	Assistant Secretary

Also present were:

Juliana Duque	District Manager
Scott Cochran	District Counsel
Jennifer Lora	FirstService Residential
Janine Ferreiro	FirstService Residential
Jesus Lorenzo	GMS
Ronaldo Carta	Ivero Pool
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 November 18, 2025 Meeting

Ms. Duque: The next item is the approval of the minutes from the November 18, 2025 meeting. This is the moment to present any additions, corrections or deletions. If there none a motion to approve them will take place.

On MOTION by Ms. Harris seconded by Ms. Coon with all in favor, the minutes of the November 18, 2025 meeting with were approved.

THIRD ORDER OF BUSINESS Ratification of:
A. Small Project Agreement (Pool Tank Refurbishing) with Ivero Pools, LLC.
B. Event Agreement (2026 Events) with Recrea Group, LLC
C. Services Agreement (Holiday Landscape Lighting) with CV Pro Lighting, LLC.

Ms. Duque: The next item is the ratification of a couple of agreements. I am going to read them all and at the end I will ask the Board for a motion. The first one is the small project agreement for pool tank refurbishing with Ivero Pools. The next one is the event agreement for the 2026 events with Recrea Group, and the third one is the services agreement for holiday landscape lighting with CV Pro Lighting. A motion to ratify them all will take place.

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, Ratification of Small Project Agreement (Pool Tank Refurbishing) with Ivero Pools, LLC., Event Agreement (2026 Events) with Recrea Group, LLC, and Services Agreement (Holiday Landscape Lighting) with CV Pro Lighting, LLC were approved.

FOURTH ORDER OF BUSINESS Discussion of Clubhouse Management Agreement with FirstService Residential

Ms. Duque: The next item is the discussion of the clubhouse management agreement with FirstService Residential. I would like to mention that we have Janine Ferreiro joining us over the teleconference as well.

Ms. Ferreiro: Good morning. *Ms. Ferreiro was inaudible at this time.*

Ms. Duque: No problem Janine.

Ms. Harris: We contacted early so I thank you for that, Janine, on renewing the contract. The contract is good. We have also talked to Allison about is. She is one of the Vice Presidents who helped us with our last contract, so she has been involved. It was

sent to Scott so as long as Scott doesn't have anything with it that he needs to go over, I think the increase was 4%.

Mr. Cochran: Allison asked if we had any red lines. They submitted two different proposed addendums to the existing agreement. One that is for a one year renewal and this is for the next fiscal year. We are under contract through the end of this fiscal year which ends at the end of September. This is for starting October 1, 2026. They did one that was a single year renewal that will run through September 2027 and an identical one except for the term of the next one that would go through September 2029, so I guess a three year renewal. It basically works out to a 4% increase on the cost for each year over the prior year. That is a business decision for the Board but as far as the legal form of the addendum I sent an email out. There was no real substantive changes it was just things like they were the updating the notice provision. Our firm name changed so I was just updating that. One of the required provisions by statute the language on that needed to be changed a little bit so I suggested that change. Then there was renumbering a paragraph and correcting one typo so other than that I am fine with the legal form of it, it is just up to the Board whether you guys want to renew it and if you do whether you want to do the one year or the multi-year.

Ms. Harris: I think a four-year because maybe this is why I get them confused I just finished negotiating my one for up there. A 4% increase actually is fair. It is good. I was surprised. Juliana and I talked about it. It is a very good increase. I like three years selfishly because I don't want to have to keep doing this.

Ms. Duque: That is how you did it the last time too.

Ms. Harris: Janine, Allison and Juliana would agree with me. This was very easy this year.

Ms. Jo: I like to hear that because I know that you worked diligently on the previous one.

Ms. Duque: So do I have direction from the Board? Do you want to move forward with the multi-year contract?

Ms. Coon: Yes.

Ms. Duque: And authorize District staff to continue working with the agreement, make sure we execute it and bring it back to the Board. We will continue working with

Michele as well for any questions as she has been appointed by the Board before. A motion was made by?

On MOTION by Ms. Jo seconded by Mr. Moon with all in favor, the Club Management Agreement with FirstService Residential to move forward with a multi-year contract was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Duque: Staff reports. Scott?

Mr. Cochran: Really all the items I have are covered under other agenda items so I will just get to them as they come up.

B. Engineer

Ms. Duque: I don't have anything to present under the engineer.

C. Club Manager

1) Monthly Report

2) Pool Repairs

Ms. Lora: Maybe we can have Ivero Pools and Enrique talk about our pool operations and the refurbishment of the tanks. Ronaldo from Ivero Pools was the gentleman who fixed our collection tank.

Mr. Carta: Good morning. It is pretty simple report. I don't want to be boring, but it has the most important points, so you guys have an idea what we did on the tank. First of all the condition 20 years after maintenance and the chlorine is very high in the area normally so the deterioration after 20 years is normal. We painted the tank and repaired all the coves with fiberglass paint and a gloss paint outside to protect it as it should be. We did the excavation on reported leaks on the bottom. We needed to go under the beam that is on the wall protecting the equipment area. We managed somehow to effectively repair an issue. We also found that the tank was broken on the bottom and that was leaking for some months or maybe three, four or six weeks. That caused significant damage on the bottom of the tank. We did the total reinforcement of the bottom of the tank with fiberglass. We put it harder than it was when it was built. We also painted the inside completely and repaired the support on the outside. On the third page you are going to see two pictures when they excavated. There is like a drain alongside the tank.

The one that is normally exposed is the first one from the top to the bottom. That was completely burst. It was rusted and it breaks the fiberglass. We repaired that drain alongside the tank and painted it for more protection. It was completely redone you can see it on the next page, page 4. We also changed on the last page is a little picture with a coupling. Those couplings are the ones inside the tank responsible for the suction of the water and the filtering. Improving that we almost got it to the original point of filtration. When we improve the maintenance management because you need to clean it and wash it every fifteen days give or take depending on the cleanliness of the pool. *Mr. Carta was inaudible at this time.* Now we have one tank that is ready, but we need to fix the other one. I drained the tank. I went inside. I tried to tight the screws but everything there is messed up.

Ms. Lora: I have already spoken to Miami-Dade, and they are still processing a credit *Ms. Lora was inaudible at this time.* In the report you have two estimates. One for some work that needs to be done to the kiddie pool and there is one for the second collection tank refurbishment.

Ms. Jo: Do we have an estimate to fix the spa?

Ms. Lora: Not yet.

Mr. Carta: I promised Jennifer we would have it at the next meeting. I have the violations. She sent it over to me. That one that is not functioning because it has *Mr. Carta was inaudible at this time.* The resurface and the chemicals feeding the system is in pretty bad shape.

Ms. Jo: Please emphasize them fixing the spa because the wading pool is barely used. In this case we have been without a spa for half a year or more. Please could you prioritize fixing the spa.

Mr. Carta: Ok.

Ms. Duque: I don't mean to interrupt, Ana, but if everyone could please turn to page 102 of the agenda, specifically the proposal for \$26,250.

Ms. Harris: This is for the kiddie pool?

Ms. Duque: No, for the other collection tank.

Ms. Lora: The second collection tank. It is in better condition than the one that we just repaired was, but it is going to get to the point that we are going to have an issue with it.

Ms. Duque: Go to page 104 and 105 to see some of the pictures.

Ms. Harris: My question is finances. We just don't have the money.

Ms. Jo: How soon do we need to do it? I know that it is going to be a matter of time. Your guesstimate? How soon do we need to fix it?

Mr. Carta: The maintenance management is the one affected by this. This tank is in the same condition as the old one that was repaired so the filtration is not leaking. They noticed that we are adding the pea gravel to level the ground because right now it altered the level that it is supposed to be and that is going to be for the whole maintenance area. We are going to put pea gravel at 2 feet, level it, the whole area not just around the tank. The other tank has the same problem. Also we have repairs, the filter parts that are very important. *Mr. Carta was inaudible at this time.* Then Enrique can't do his job because the tank is working at 20, 30 or 40% of the capacity it should be operating. Right now the pool can be operated only at one system which is the one that we repaired.

Ms. Harris: Let me ask a question because I think we all understand the problem and that it is a major problem. Is there any discount you can give us in this at all because we have some major expenses come up that we did not anticipate this year. Our budget is already set now until September. Actually we are probably going to start working on it next month. Is there any discount that you could offer the Board so that we can move forward with this at all?

Mr. Carta: Commercial pools are very expensive.

Ms. Harris: I get all that. I am just asking. So this is the bottom line price.

Mr. Carta: If you promise to approve more volume I can do something on this particular subject.

Ms. Harris: What do you mean by more volume?

Mr. Carta: More work.

Ms. Harris: Yes, definitely. We want the spa fixed.

Ms. Duque: You are our pool vendor, and this Board generally prefers not to use other vendors unless there's an exceptional situation. If a project involves a significant

expense, we may need to obtain comparative bids, but our goal is to maintain a strong working relationship with you. We value the trust between us, you know our systems, and we rely on your expertise. For future projects, we want you to handle those issues and concerns since you already manage the daily maintenance of the tanks and pool

Mr. Carta: Appreciate it.

Ms. Harris: So yes I could promise you that.

Mr. Carta: I am going to work that out with Jennifer. As soon as I get the other estimates I can talk to her.

Ms. Harris: We may do it over stages so that we can get the kiddie pool maybe on the next budget.

Mr. Carta: Even the repair of this tank I think to answer your question I think you guys can go all the way till the end of March where the temperature is still kind of cold. The problem is when the pool gets hotter closer to the summer *Mr. Carta was inaudible at this time.*

Ms. Harris: I completely get it.

Mr. Carta: It is not good for the maintenance.

Ms. Harris: We are in a catch-22 damned if we do and damned if we don't. I would say let's go ahead with a not to exceed at this point with the hopes that you will give us a discount. What does the rest of the Board think?

Mr. Moon: I agree with that.

Ms. Coon: There is not that much choice at this point.

Ms. Harris: No but I would like the discount.

Ms. Jo: In this case I just want to let you know all the repairs of the tank I did come a few times. Ivero did a great job fixing it. He is working with Enrigue, who is our vendor for maintenance of the pool and let me tell you the pool maintenance has had a significant improvement.

Ms. Harris: We have only had for as long as I have been here really two vendors. I don't count the one where we pennywise and pound foolish because that was a disaster on our part. We have only had two vendors really, so we are really loyal.

Ms. Duque: I think I have a motion on the table not to exceed \$26,250, Estimate #1288 from Ivero Pools.

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, a not to exceed amount of \$26, 250 for Estimate 1288 with Ivero Pools for pool tank repairs was approved.

Ms. Duque: Thank you so much we appreciate your time and being here today. Jen anything else that you need to report?

Ms. Lora: No.

Ms. Harris: Jen are you going to go over the rest of the stuff?

Ms. Lora: I have items for discard which is the bench that broke. We have certain Valentine Day decorations and miscellaneous stuff from the office. If you guys can make a motion so we discard these items.

On MOTION by Ms. Harris seconded by Mr. Moon with all in favor, a motion to declare a broken bench, Valentine Day decorations and miscellaneous office items as excess property to discard was approved.

Ms. Lora: There is a couple of estimates from FCC Carpentry in your package. That is the bench that was in the courtyard it gets a lot of use. It is already out of warranty. High Point USA gave us four years. We bought it during CoVid.

Mr. Moon: Oh the one in the front.

Ms. Harris: Right there.

Ms. Coon: What is it made out of?

Ms. Lora: It is like a plastic composite type of material. It reached it useful life. I guess somebody sat on it and it cracked. We had two chairs there so if you want we can just keep the two chairs that we have and not spend \$700 on a bench right now and just discard the bench and table, which is a little bit sloped and leave the other two smaller chairs.

Ms. Harris: Tim has an idea.

Multiple people speaking at the same time at this point.

Ms. Lora: People sit more on the bench than the chairs but since we have the two chairs if you want we can just switch them out or purchase the bench. Whatever you guys decide.

Ms. Harris: I say we do that.

Ms. Coon: \$700 is a lot of money right now.

Ms. Harris: So what are we doing?

Ms. Duque: You want the bench, Tim?

Mr. Moon: I kind of do. I don't use the bench, but I like the bench. I don't know why. It get used a lot.

Ms. Coon: Can the Cove donate a bench?

Ms. Jo: We would have to check with Michele to see.

Ms. Harris: The Cove has a couple of benches four to be exact that I think are in somebody's garage that she would love to get rid of.

Ms. Lora: The Cove bought them a week after we bought these.

Ms. Jo: It is not the same model but similar.

Ms. Coon: Different color.

Ms. Lora: They are brown. That color is discontinued. We have samples here of ones that are similar to it, but we are not going to find an exact match.

Ms. Duque: Can we appoint someone to work directly with the Cove Board of Directors? We need to proceed carefully with this discussion. Tim, could you please be the one to communicate with the HOA Board of Directors? My recommendation is to speak directly with Michele, the property manager

Multiple speaking at the same time making it hard to hear.

Ms. Lora: Going back to the FCC estimates that we have we have one for some of tresses outside on pool terrace some of the beams are cracking. The wood is not rotten and doesn't need to be changed right now. You guys have the estimate in your package and the total to remove and replace them with pressure treated is \$3,570.

Ms. Duque: That could wait.

Ms. Lora: That could wait a little bit. We don't have to act on it immediately.

Ms. Harris: Where are we talking about?

Ms. Jo: It is the pool area here.

Ms. Harris: Are they going to fall on anybody?

Ms. Lora: No. It is more esthetic right now than structural. We can wait and put it in for the next budget. Following that one we do have estimates to repair some items inside the guardhouses, which is important. We have some water intrusion because some of the caulking by the windows is failing. We have a little bit of mildew in there so Alex is proposing to repair some of the walls inside, repaint, caulk and add caulk to tiles that are missing in there. The estimate for that one is the one that is number ending in 0530. It is for \$1,490. In addition for the same guardhouses there is some plumbing issue that we need to fix and there is also faucets that need to be repaired and the metal plates that hold the old type vanity to the wall are rusting. All that is all together.

Ms. Harris: Lets remember that nobody uses those. I understand the toilets, but the vanity sinks that look bad because they are rusting.

Ms. Lora: No. The back plate that holds the vanity on the wall is rusted so I don't want that to come to a point that the vanity is going to fall down and create a bigger problem. We need to maintain them.

Ms. Duque: Remember, those gates are not owned by us. They belong to a special taxing district that was put into dormant status. Since we assumed responsibility for their maintenance, it's our duty to ensure they are preserved and maintained in the same condition as when we took them over.

Ms. Harris: We don't need the faucet do we?

Ms. Lora: In your report I made a little report that has it all detailed. The total for all three estimates is \$2,664. That includes fixing the toilets, fixing the issue with the caulking, repairing the walls, replacing the flapper, the seat and all the metal parts that we need to fix in the sink.

Ms. Jo: I know that we are tight on the budget but in this case I think we should repair.

Ms. Lora: This is necessary.

Ms. Harris: What do you two think? If we don't do this Miami-Dade County will get all over us.

Ms. Coon: Will they though? Is someone coming and checking the bathrooms in the guardhouse?

Ms. Duque: They have visited the District and inspected the guardhouses — they are familiar with them.

Ms. Lora: I can send you pictures of the inside so you can see what it looks like so you can have an idea why it is important to do it. Ana saw them.

Ms. Harris: I understand it is important. I just wonder if we can wait except for the mold.

Ms. Jo: In this case as long as it doesn't rain we are good.

Ms. Harris: The windows need to be caulked obviously. How much is the bathroom?

Ms. Lora: One is \$691.80 and the other \$482.40.

Ms. Harris: Can we just caulk and do the guardhouses and wait with the bathrooms till next budget? I am looking for compromise here.

Mr. Moon: Is the condition of the vanity a compliance thing?

Ms. Jo: What do we need to fix on the vanity?

Ms. Lora: The metal plates that attaches the vanity to the wall. There is rust running down the tile in the back.

Mr. Moon: Is there some dire compliance thing?

Ms. Jo: Just remember in this case they can come and surprise us and have an inspection any time.

Ms. Harris: In the eight years I have been doing this have they come and surprised us?

Ms. Duque: I think they came at the beginning of 2025. I will have to check.

Ms. Jo: How much do we save if we don't replace what Michele is requesting not to be replaced?

Ms. Lora: It would be \$1,194 to do the mold and the caulking part.

Ms. Harris: I am not saying we are not going to fix it. I am just asking if we can wait until the next budget to fix it and do it in stages like we are doing the pool.

Ms. Duque: It is up to the Board.

Ms. Coon: What if they come and inspect and they say you are out of compliance this needs to be fixed is it like a fine?

Ms. Duque: No.

Ms. Lora: We can show them that we have the estimates and we are working on it and we took care of the other one first and we are doing it in stages.

Ms. Harris: I make a motion that we do that mold and the caulking because that is important. You don't want it to become mold infested.

Ms. Duque: So, we'll proceed with Estimate 0530 for \$1,490.40. Estimates 0531 and 0532 will be addressed later.

Ms. Harris: Let Alex know we are going to do it.

Ms. Lora: I will, he will understand.

On MOTION by Ms. Harris seconded by Mr. Moon with all in favor, Estimate 0530 in the amount of \$1,490.40 with FCC Carpentry to address mold and caulk windows in the guardhouse was approved.

Ms. Lora: The last estimate that I have here we can leave it for when you guys are preparing the budget for next year. I would like to add the windows for the guardhouses to be cleaned when we do our quarterly cleaning for the windows here at the clubhouse. That extra would be \$325.19 for both guardhouses.

Ms. Harris: A month?

Ms. Lora: No we do it quarterly. I discussed this Michele and Juliana and Michele had the idea that instead since it not used that much that maybe we can do it twice a year instead of quarterly. We can add that when we work on the budget to add it to the numbers.

Ms. Harris: The only other thing I would like to say on the guardhouses is maybe we should put some type of timer because when you drive by at night it is dark in there so everyone knows there is no one in there. Maybe add a timer so that the lights go on for a certain amount of time.

Ms. Jo: We did have timers inside there. I believe the timers manage the outside lights. You need to check if we could somehow put a timer inside as well.

Ms. Lora: I can ask.

Ms. Coon: Speaking of timers have we changed the timing on the visitor side gate?

Ms. Duque: Not that I am aware of.

Ms. Coon: It seems like it same it just comes up.

Ms. Harris: I noticed that. Have Kevin check on it. The guy through it faster than I did on the residents.

Ms. Lora: It should be at 5 seconds, but I will have him check it.

D. Gate Updates

Ms. Lora: We recuperated some money from the gate houses. We have annual fees that Juliana has there to turn in. We had our annual fire inspection. We passed that. Tony is still working on the bougainvillea's the caterpillars we are trying to eradicate them. For me that is all for now. DML added two cameras for free for us on the top where you come so you can actually see the cars when they hit the post. We had some pushback from some people saying. So he added those for us for free.

Ms. Harris: Tell Kevin thank you.

Ms. Lora: Also Scott has to discuss the contract for the facilities use for UM. They sent back their requests.

Ms. Duque: There is two changes.

Mr. Cochran: They sent back I think some time in December a thoroughly red-lined version of the agreement. Most of it I was fine with, but I had asked Jennifer to print this one page so you can see with all the colored, red-lined stuff. The main reason I am bringing it to you is because they proposed come changes to the insurance provision which is paragraph there and to the indemnification provision which is paragraph 10. As far as the insurance the main thing is we always with our contractors and I know it is pursuant to what the District's liability insured has directed us to do we ask that when we are entering into an agreement with others that their insurance is primary and non-contributory so that if something happens that warrants an insurance claim it goes to the contractor's insurance first without ours getting involved. They proposed crossing out that language.

Ms. Duque: The indemnification.

Mr. Cochran: They didn't have like a specific for a lot of their proposed changes. They added comments explaining them. They haven't done an explanation for that one. Obviously they prefer not to have it. Like I said the District insurance carrier asked for it to be primary non-contributory in the other contracts. That is one issue. The

indemnification one is ok with indemnifying us generally for things. The main changes that they have done is they are saying they won't indemnify the District for damages resulting from the District's breach of its duties or that otherwise arise from its ownership and that it won't agree to a blanket waiver of liability for the District for District cause injuries or damages. They say those provisions aren't commercially reasonable. Generally if we can we will try to get indemnification even if we do something wrong. They are saying no we won't agree to that, and we won't agree to waive it if you do something wrong. They are saying it is not commercially reasonable. This isn't really a commercial agreement because they are not paying us anything. They are just asking to use the clubhouse to run these programs. I don't usually have a problem with that because I don't think the District is going to do anything wrong. That being said it does open up a potential for liability because even if we do nothing wrong by virtue of them having the event it is bringing people here for that purpose and if something happens typically since the District owns the clubhouse they are not just going to sue whoever is doing the program they will sue the District too. Those changes are material enough that I thought it was necessary to bring to the Board. The other ones that they proposed in the agreement are fine. I don't think it requires Board attention. I wanted to bring those to you guys just to see what you want to do.

Ms. Harris: I don't like the insurance part at all. That is a no go for me.

Ms. Jo: What about the indemnification?

Ms. Harris: That would be up to Scott and Juliana if they tell me it is ok.

Mr. Cochran: It is a business decision for the Board. It is not a commercial transaction. They are correct that generally in a commercial transaction you would either have either mutual indemnity or the person that is providing the service, in this case they are not really providing a service to the District. They are not a contractor of the District. They are just wanting to use the facility to do their thing.

Ms. Harris: Can we go back and talk to them?

Mr. Cochran: We can, yes. However the Board directs us.

Ms. Harris: Yes go back and remind them.

Mr. Cochran: I can go back and see if they will agree.

Ms. Harris: Let's go back and just ask and bring it back at the next meeting. We waited this long for them.

Mr. Cochran: Ok. I got direction

Ms. Lora: The only thing I have left is ask everybody when are we going to the rule process. I would like to get the rules revised before the summertime especially with our lift chair.

Ms. Harris: We can start working on that.

Ms. Duque: Did we send the rules already?

Ms. Lora: We did.

Ms. Duque: Send it again so the Board can have them.

Ms. Lora: I believe Maggie and Ana sent some comments back. I still have them in my email. We were waiting for the chair to be installed so we could actually do everything all together.

Ms. Jo: Are there any issues that merit any changes from your experience people coming in and out?

Ms. Lora: Very minor ones.

Ms. Harris: Just give us your suggestions.

Ms. Lora: I will.

Ms. Duque: Thank you, Jen.

E. Field Manager

1) Monthly Report

2) Update on SFWMD Buffer Maintenance

Mr. Lorenzo: Does anybody have any questions regarding the report?

Ms. Harris: How many years till the agave grows?

Mr. Lorenzo: The good news is that they are free, but it is going to take a little time to grow.

Ms. Harris: You can barely see them.

Mr. Lorenzo: Those were the only ones we could get. The tree trimming was completed. We are working on some irrigation repairs. I have a meeting with them to go over some stuff. Just so you know we are working to have them not mow the lawn in areas where it doesn't need to be and just focus on detailing to preserve the health of the grass and the turf. We are working on that with them. There is some brown spots that we

are monitoring as well in the medians. It is the dry season so that is why we need to make sure the irrigation is working perfectly. The annuals are doing well.

Ms. Harris: Speaking of irrigation can we have them double-check because we are watering the street again especially by the gate on 88th.

Mr. Lorenzo: All the repairs on the column sides where you are talking about should have already been completed to the best of his ability without compromising the health of the plant material that is there. The hedges were replaced where somebody crashed into the hedge at 88th Place. Last but not least the lakes are doing well. You will see some repairs. I just wanted to touch on the columns are going to be painted soon with FCC contingent upon our meeting with Tony regarding the irrigation. The outdoor gym equipment I know this is sore subject. I am always checking to make sure that they are in good standing. The ones that you see on page 123 on the bottom they are rusting from within. Jake will be out here soon. He has been hoping to get out here sooner than next week but hopefully if all goes well next week he should be onsite to possibly remove what needs to be removed. I think it is just two stations. There might be a third. We will get back to you guys in regard to that. The sidewalks were cleaned. There is a couple of lights on during the day including the ones that are on the report on page 126. They were reported in December. They usually take up to 40 days to be addressed. I resubmitted tickets just so you guys know. Last but not least the update on the South Florida Water Management buffer. It was completed by the beginning of this year as anticipated, so we are done. You will see on page 134 an updated report which was sent to South Florida Water Management. They were happy to see our progress with regard to all of this. We are in good standing with them. The only thing that is pending is the replanting which the engineer is working on. One last little detail if you guys go to page 152 you will see a map, you will see the upland water buffer indicated in sections 1 -10. All those invasives have been removed. We are done there. We are just waiting for them to confirm that north section on the map where the Reserves is. It is also part of it. Technically according to the engineer in our discussion it shouldn't be. She couldn't give me an answer the day that we met after just to confirm that everything was removed because there are invasives in that area. It is not that much but just to confirm with me if they were removed or not. They are invasive in that area, but it shouldn't be included in this, but we haven't received

confirmation of it. Aside from that we are just working on the replanting. We should have some more information. You will see some of the maps on page 153 and 154.

Ms. Duque: I'd like to clarify for the Board of Supervisors that the work currently being performed by the District is being done at the request of the South Florida Water Management District. This was not an initiative the District undertook on its own, South Florida specifically directed which trees are to be removed. I want this clearly stated for the record: the property belongs to the South Florida Water Management District, and while we are responsible for its maintenance, they determine what stays, what is removed, and what will be replanted as part of the third phase of the project.

Mr. Lorenzo: To give you light to what we were just discussing if you go to page 153 and zone in you will see a bunch of pink dots. You see where the Courts ends, that corner all the way down to the Trellis, the Tides, and the Enclave all of those have been removed. What we are asking them to confirm that on the north side of the Courts that goes along the lake and then all the way up to the Reserves. So those are the trees I am waiting for them to clarify before we go ahead, and you guys pay to have them removed.

Ms. Jo: Do we have an idea of how much maintenance is going to cost us?

Ms. Duque: Based on my conversations with Tony, it appears that after this last cleaning, they'll be able to provide us with a more accurate cost estimate. Initially, he recommended doing the cleanings quarterly, but he has some concerns about the summer months due to the rapid growth of king grass. During the most recent cleaning—either in November or December—he noticed that the king grass was growing very quickly. I'm going to review whether it makes more sense to continue quarterly or switch to monthly cleanings to better manage the growth. More frequent maintenance might actually be more cost-effective than waiting three months, as the workload increases over time.

Ms. Jo: Remember in November and December we did get some rain that we shouldn't have had.

Mr. Lorenzo: He has been maintaining it as needed up until now. He is gauging data to see what is required.

Ms. Harris: We do our budget in February and March and we will have a better idea.

Ms. Duque: Yes. We are going to have numbers for that.

Ms. Jo: Perfect.

Mr. Lorenzo: That is all I have unless you have any questions.

Ms. Duque: Thank you Jesus.

F. CDD Manager – Update on Blue Heron Park – CBS News Report

Ms. Duque: Let's move on to the CDD Manager's Report. The only update I have, which was already shared with the Board of Supervisors via email, is regarding Blue Heron Park. I sent you a link to a CBS News report featuring Town Manager Rafael Casals discussing the work completed at the park. It appears the town received federal funding to finalize the improvements. That concludes my report.

Ms. Harris: Did we ever hear back?

Mr. Cochran: I still need to reach out to them again in light of the newer developments that have happened. The good news is that it does sound like between the Brown Field thing and this other report that they received external funding to fund a lot of it. Hopefully that bodes well for us, but I will have more information for the next meeting.

Ms. Harris: Can you doublecheck so that when we work on the budget.

Mr. Cochran: Yes absolutely.

Ms. Duque: That is pretty much it.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Acceptance of Unaudited Financials

Ms. Duque: Financial reports. Tab A is approval of check register and tab B is the acceptance of the unaudited financials. A motion was made by Michele.

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

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Duque: Do I have any Supervisor requests?

Ms. Harris: We ran into a little issue with the lighting company.

Ms. Jo: Which lighting company?

Ms. Harris: Holiday lights. It seems that they don't believe in our contract when it says everything must be down by January 15th. When Michele pulled in on the 19th everything was still up, at which time I lit these two up. I do mean everything. They just unplugged it is all they did. He said well it rained, it is this. His contract specifically states by the 15th. He did not do this.

Ms. Coon: We had this issue last year, but I know he was sick or something last year.

Ms. Harris: It is always something. It was his attitude I think more than anything. His attitude was well I am going to get to it. It will all be down by this. Instead of being honest and said you are right I screwed up and it should have been down and obviously he took down other Districts before he took down ours. I seriously doubt anyone else has the 15th in their contract.

Ms. Duque: Palm Glades did.

Ms. Harris: You know what I am saying. I am not defending him. The only thing that I know because this was prior to this was that he was supposed to come two weekends before and he couldn't because of the amount of rain. I know because that conversation took place at that specific district.

Ms. Harris: Then you get it done. I know it can get done because getting it down is a quarter of the time as putting it up and I know this for a fact. I don't guess on this. I know this as a fact because I have knowledge on this one. It is inexcusable his attitude. It is not my problem that it rained. It is his problem that it rained. When he finally came on the 19th to remove the Christmas tree he told Juliana it wasn't physically possible for him to remove the rest of the stuff. Well of course not he had no bucket trucks here, so it was not physically possible. He didn't arrange for bucket trucks. It all could have been down in one day. He did not want to. Maybe he wanted to go see the game I don't know. But none of that is our problem. Like I said it is his attitude. I don't work with him directly. I think our contract is up with him but his attitude sucks. He can't just be nice to these people. If any of call we have as much authority as Ana.

Ms. Jo: Of course.

Ms. Harris: He either gets it done better or we will go get some more bids because it is inexcusable not to abide by your contract. Did we pay him everything we owe him?

Ms. Duque: I believe so. Let me check.

Ms. Coon: What if we were late on payment?

Ms. Harris: He wouldn't be very happy with that. If we are going to stay with him then I would like to keep the last 10% out so that if this happens again we can deduct something for everyday he is out.

Ms. Duque: Do you want us to amend the contract?

Ms. Jo: To tell you the truth in this case the only way people will react is if you withhold money. Unfortunately yes. In this case if you feel more comfortable withholding money I totally agree with you because money is the only way people will move unfortunately.

Mr. Moon: Is there a current agreement through 2026?

Mr. Cochran: No. It is in the agenda for today to ratify it. Even though it is the same point of contact it is actually a new LLC.

Ms. Harris: He renamed it.

Mr. Cochran: The contract is currently through the 2027 holiday season. The way the payment schedule is structured is 50% by October 1st and then 50% by January 15th which is supposed to be the takedown date with the idea that it is part of them completing their services is taking it down on time. We do have I believe a provision in there. Yes, if they fail to perform any of the duties specified by the deadlines therein the District entitled to a credit of \$150 for each day beyond the deadline for the performance of the duties.

Mr. Moon: Oh so it is already in there.

Ms. Jo: \$150 per day is not enough. You need to make it hurt so that people move and do what they need to do.

Ms. Harris: He owes us for 5 days at \$150 per our contract.

Ms. Duque: It can be changed.

Ms. Harris: I would like that the District not pay him the final 50% until it is done.

Ms. Duque: So we will need to amend the agreement.

Ms. Jo: I believe he submitted the invoice after he put everything down, right? We paid him on the 15th. He submitted the invoice after.

Mr. Cochran: In the agreement it says final payment is conditional that all installations lighting equipment and decorations having been removed by contractor and the District having been reimbursed for any and all damages to property.

Ms. Duque: Maybe it was the invoice that I saw and not the payment. Give me one second.

Mr. Cochran: What this is saying is that the 50%, even though it says by the 15th there is an asterisk kind of thing connected to it that says final payment is conditioned on everything having been removed.

Ms. Jo: The question is has he been paid already? If he hasn't been paid already then you hold the \$150. How much is the 10%?

Mr. Cochran: \$59,625 is the contract price so it would be almost \$6,000.

Ms. Duque: We haven't paid the final invoice.

Ms. Jo: I understand that he submitted the invoice, but I know it is a process to issue the check.

Ms. Harris: If he owes us \$150 a day it was not removed until the 20th that is five days. That is \$750 for right now. We can take the \$750 off. That is not much I like Tim's better at 10%. I will abide by the contract unlike him.

Mr. Cochran: We can always propose amending the agreement to increase that amount.

Ms. Jo: We just amend it.

Ms. Harris: That was all I had.

Ms. Duque: I need from the Board to proceed according to the current agreement to request a credit of \$750.

Ms. Harris: No, just to remove it because that is what our contract says.

Ms. Duque: Correct. We're not making a new request; it will be applied as credit on their final invoice

On MOTION by Ms. Harris seconded by Ms. Jo with all in favor, a motion authorizing District staff to request a credit of \$750 from CV Pro Lighting for Christmas lights was approved.

Ms. Harris: Moving forward we can talk to him about amending the contract. A \$1,000 a day that will get him.

Ms. Duque: It looks like we have direction from the Board to amend the contract. We can go ahead and make the amendment, Michele, and then send it to him directly.

Ms. Harris: \$1,000 a day until it is down. I am not just trying to be a pain in the butt, but my main thing is those palm trees. They are expensive. When they die we can't afford to replace them especially the one in the front that had the disease on 88th that we are trying to nurse along. We can't afford this. They have that boot on them for so long that the palm fronds can't come off. It is not healthy. All those staples in the trees is not healthy.

Ms. Jo: What is the status on the palm tree at the entrance?

Ms. Harris: It looks better. We don't want anything to impede those because we simply can't afford to replace them. We have enough problems we don't need manmade problems. My fear is one day we are going to have no palm trees at the rate we are going.

Mr. Cochran: So the direction is to amend to \$1,000 per day?

Ms. Harris: Do you think that is too much?

Ms. Duque: Ok, perfect. Any other direction from the Board? None. Do I have any audience comments. Thank you, Santiago, for being here today again. A motion to adjourn will take place.

EIGHTH ORDER OF BUSINESS

Adjournment

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

Assistant Secretary/Secretary

Chairman/Vice Chairman

**PAINTING EVENT AGREEMENT
(2026 Events)**

THIS IS A **PAINTING EVENT AGREEMENT** entered into on this 11 day of December, 2026 (the "Effective Date"), 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, having the principal address of 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

PAINT 'N HANG L.L.C., a Florida limited liability company, having the principal and mailing address of 10194 NE Highway 351, Old Town, Florida 32680 (the "Contractor").

WHEREAS, the District owns and maintains certain grassed areas, lands and recreational facilities within the boundaries of the District, which facilities are more particularly described as the Isles at Bayshore Club (the "Clubhouse Facilities"); and

WHEREAS, the District is hosting several painting events at the Clubhouse Facilities for which District desires to hire a contractor to provide equipment, materials, labor, and supervision at the events (the "Services"); and

WHEREAS, the Contractor has submitted a proposal in the form of Estimate EST45 dated September 30, 2025, to provide such Services at various events (each an "Event"), which Services are more particularly described in said proposal 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 October 28, 2025, 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 to District that Contractor has the necessary skill, expertise, capability, and insurance to provide such Services at the Clubhouse Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt thereof is hereby acknowledged, the parties hereto do agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated into this Agreement.
2. **Description of the Events.** See Proposal.
3. **Responsibilities of Contractor.** Contractor shall provide Services to the District in accordance with the terms and conditions of this Agreement and the Proposal. Additional

responsibilities of the Contractor include:

- a. Clean-Up. After each Event has concluded, Contractor shall remove and properly dispose of any debris, garbage, or trash generated by Contractor.
- b. Club Manager: Contractor shall report to Club Manager or her designee prior to setting up for each Event. Club Manager or her designee will provide the general area(s) where Contractor is to set up its equipment and materials for each Event; however, Contractor is fully responsible for the means and manner of such set-up.
- c. Equipment and Supplies. Contractor shall be responsible for bringing Contractor's own equipment and appropriate supplies attendant to each Event and as necessary to provide the Services described in the Proposal.
- d. Change of Schedule or Cancellation of Event(s) by District. Notwithstanding that which is set forth in the Proposal, the District may change the scheduled date and time of each Event by providing the Contractor with at least five (5) days advance written notice. The District may cancel an Event or Events by providing the Contractor with at least ten (10) days advance written notice of the District's intent to cancel a particular Event or Events. Should the District exercise its right to cancel under this provision, the District shall be entitled to receive one-half (1/2) of the amount attributed to such canceled Event(s) as set forth in the Proposal.
- e. Limitations on Use. The Clubhouse Facilities are to be used by the Contractor in accordance herewith and for no other purposes, without prior written consent of the District. Contractor shall not use the Clubhouse Facilities in any manner constituting a violation of any ordinance, statute, regulation, rule, or order of any governmental authority, including the District, nor will the Contractor maintain or permit any nuisance to occur on or at the Clubhouse Facilities.
- f. Background Screening. Contractor acknowledges and commits that all the employees of the Contractor who will be working each Event have undergone background screening and sexual offender/predator checks as required by applicable Florida Statutes.
- g. 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.
- h. District Representative. The District designates the District Manager and the Club 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 or Club Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

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

4. Compensation. Compensation to the Contractor shall be paid in accordance with the Proposal. At the conclusion of each completed Event as described in the Proposal, District agrees to compensate Contractor in the amount equal to the amount attributed to the Event in the Proposal for Services performed in accordance with the Proposal. The total contract amount for the listed Events shall not exceed FIVE THOUSAND FIVE HUNDRED TEN AND 00/100 DOLLARS (\$5,510.00), which amount is identified in the Proposal. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with the schedule described above.

5. Damage or Alteration to Premises. Contractor shall not injure, mar, or deface the premises, and shall not cause or permit to be driven nails, hooks, tacks, screws or any similar items into any part of the Clubhouse Facilities, and will neither make nor allow to be made any alterations at any time. Except as otherwise permitted by the Club Manager or her designee or this Agreement, Contractor shall not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, posters, or cards of any description. If the Clubhouse Facilities or any portion thereof, during the term of this Agreement shall be damaged or altered by the act, default or negligence of the Contractor or its agents, or employees, Contractor will pay to District upon demand such sum as shall be necessary to restore the Clubhouse Facilities to its pre-damage condition.

6. 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.

7. Indemnification.

A. Contractor shall indemnify, defend, and save harmless District, its respective officers, agents, servants, employees, volunteers and representatives 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 officers, 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.

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 6 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. District shall not be liable to Contractor, its agents or employees, for any damages, losses or injuries to Contractor's, or any of its agent's or employee's person or property which are consequent upon or arising from District's ownership of the Clubhouse Facilities or consequent upon Contractor's occupancy of the Clubhouse Facilities or performance of this Agreement, or whether such damages, losses or injuries are caused by acts of negligence, whether active or passive.

D. 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, or the doctrine of sovereign immunity.

8. 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.

9. 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.

10. Assignment. The Contractor shall not assign this Agreement in whole or in part without the express written consent of the District Board of Supervisors.

11. 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.

12. No Liability for Personal Property. All personal property of Contractor placed or moved into the Clubhouse Facilities shall be at the risk of the Contractor or the owner of the personal property, and District shall not be liable for any damage to personal property, or to the Contractor, for damages arising from any act of negligence of any occupants, guests, invitees or trespassers at the Clubhouse Facilities.

13. 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.

14. 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. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

15. 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.

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: **Paint 'N Hang L.L.C.**
10194 NE Highway 351
Old Town, Florida 32680
Attention: Yisleine Diaz, Manager

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.

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 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

18. Conflicts. In the event of a direct conflict between any term or provision of this main Agreement instrument and Exhibit A, the main Agreement instrument shall prevail.

19. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue for purposes of any litigation being in Miami-Dade County.

20. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather, shall be enforced to the extent permitted by law.

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 Work over the Project Areas described in Exhibit A.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 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 area where Services are being performed by Contractor pursuant to this Agreement, which may be caused by Contractor or Contractor's employees or subcontractors, or which it or they might have prevented.

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

D. 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.

27. 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(13), Florida Statutes.

[REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Painting Event Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:



Secretary/Assistant Secretary

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

By:

Print Name: Michelle Fossell

Title: Chair

20 day of December, 2026

Witnesses:

Print Name

Print Name

PAINT 'N HANG L.L.C., a Florida limited liability company

By:

Print: Ysleine Diaz

Title: Owner

11 day of December 2026

Paint 'N Hand LLC

Yisleine Diaz

(786) 389-7525 (786)389-7525

10194 NE Hwy 351 Old Town Fl 32680

(786)389-7525

<http://www.paintnhand.com>

ydiaz@paintnhand.com

ESTIMATE

EST45

DATE

Sep 30, 2025

TOTAL

USD \$5,510.00

TO

Jennifer Lora

7862425655

Jennifer.Lora@fsresidential.com

	UNIT PRICE	QTY	TOTAL
Painting Event 2/06: February paint night 7-9PM ; 35 participants	\$35.00	35	\$1,225.00
Painting Event 02/20: Young adult (12-20) paint night 6:30Pm -8PM ; 35 participants	\$35.00	35	\$1,225.00
Painting Event 07/17 Summer paint night 7-9PM; 35 participants	\$35.00	35	\$1,225.00
Painting Event 12/11 family paint ages 12+ ; 45 participants 6:30-8PM	\$35.00	45	\$1,575.00
Travel Fee Travel fee for four events.	\$65.00	4	\$260.00
		TOTAL	USD \$5,510.00

Paint Events

What is included:

Cannes
Easels
Paints
Brushes
Aprons
Other miscellaneous painting materials.

What is NOT included:

Food/ drinks
Chairs
Tables
Tablecloth

DEPOSIT AND BALANCE:

In order for us to confirm your reservation we require a 50% deposit a week (7days) prior to your event.
The remaining balance must be paid upon arrival to location.

REFUND POLICY:

No refunds. No exceptions. Our company reserves the right to hold any deposits to cover for any materials purchased and other expenses.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Paint 'n Hang LLC
 NAME: Yisleine Diaz
 TITLE: OWNER
 SIGNATURE: _____
 DATE: December 11, 2025

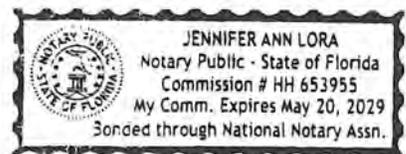
STATE OF FLORIDA
 COUNTY OF miami Dade

SWORN TO (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11 day of December 2025, by Yisleine Diaz in his/her capacity as owner for Paint n hang LLC (name of Nongovernmental Entity).

 NOTARY PUBLIC

Personally Known OR
 Produced Identification

 Type of Identification Produced



EVENT AGREEMENT
(2026 Events)

THIS IS AN **EVENT AGREEMENT** entered into on this 23 day of December 2025 2026 (the "Effective Date"), 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, having the principal address of 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

RECREA GROUP INC., a Florida corporation, having the principal and mailing address of 4540 NW 107th Avenue, #108, Doral, Florida 33178 (the "Contractor").

WHEREAS, the District owns and maintains certain grassed areas, lands and recreational facilities within the boundaries of the District, which facilities are more particularly described as the Isles at Bayshore Club (the "Clubhouse Facilities"); and

WHEREAS, the District is hosting several events at the Clubhouse Facilities for which District desires to hire a contractor to provide equipment, labor, and supervision at the events (the "Services"); and

WHEREAS, the Contractor has submitted a proposal in the form of Estimate No: 4977 dated October 28, 2025, to provide such Services at various events (each an "Event"), which Services are more particularly described in said proposal 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 October 28, 2025, authorized the proper District officials to enter into this Agreement with Contractor authorizing Contractor to perform the Services as described in the Proposal; and

WHEREAS, Contractor represents to District that Contractor has the necessary skill, expertise, capability, and insurance to provide such Services at the Clubhouse Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt thereof is hereby acknowledged, the parties hereto do agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated into this Agreement.
2. Description of the Events. See Proposal.
3. Responsibilities of Contractor. Contractor shall provide Services to the District in accordance with the terms and conditions of this Agreement and the Proposal. Additional responsibilities of the Contractor include:

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- a. Clean-Up. After each Event has concluded, Contractor shall remove and properly dispose of any debris, garbage, or trash generated by Contractor.
- b. Club Manager: Contractor shall report to Club Manager or her designee prior to setting up for each Event. Club Manager or her designee will provide the general area(s) where Contractor is to set up its equipment and materials for each Event; however, Contractor is fully responsible for the means and manner of such set-up.
- c. Equipment and Supplies. Contractor shall be responsible for bringing Contractor's own equipment and appropriate supplies attendant to each Event and as necessary to provide the Services described in the Proposal.
- d. Change of Schedule or Cancellation of Event(s) by District. Notwithstanding that which is set forth in the Proposal, the District may change the scheduled date and time of each Event by providing the Contractor with at least five (5) days advance written notice. The District may cancel an Event or Events by providing the Contractor with at least ten (10) days advance written notice of the District's intent to cancel a particular Event or Events. Should the District exercise its right to cancel under this provision, the District shall be entitled to receive one-half (1/2) of the amount attributed to such canceled Event(s) as set forth in the Proposal.
- e. Limitations on Use. The Clubhouse Facilities are to be used by the Contractor in accordance herewith and for no other purposes, without prior written consent of the District. Contractor shall not use the Clubhouse Facilities in any manner constituting a violation of any ordinance, statute, regulation, rule, or order of any governmental authority, including the District, nor will the Contractor maintain or permit any nuisance to occur on or at the Clubhouse Facilities.
- f. Background Screening. Contractor acknowledges and commits that all the employees of the Contractor who will be working each Event have undergone background screening and sexual offender/predator checks as required by applicable Florida Statutes.
- g. 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.
- h. District Representative. The District designates the District Manager and the Club 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

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Manager or Club Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

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

4. Compensation. Compensation to the Contractor shall be paid in accordance with the Proposal. At the conclusion of each completed Event as described in the Proposal, District agrees to compensate Contractor in the amount equal to the amount attributed to the Event in the Proposal for Services performed in accordance with the Proposal. The total contract amount for the listed Events shall not exceed FORTY-THREE THOUSAND FOUR HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$43,475.00), which amount is identified in the Proposal. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with the schedule described above.

5. Damage or Alteration to Premises. Contractor shall not injure, mar, or deface the premises, and shall not cause or permit to be driven nails, hooks, tacks, screws or any similar items into any part of the Clubhouse Facilities, and will neither make nor allow to be made any alterations at any time. Except as otherwise permitted by the Club Manager or her designee or this Agreement, Contractor shall not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, posters, or cards of any description. If the Clubhouse Facilities or any portion thereof, during the term of this Agreement shall be damaged or altered by the act, default or negligence of the Contractor or its agents, or employees, Contractor will pay to District upon demand such sum as shall be necessary to restore the Clubhouse Facilities to its pre-damage condition.

6. 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:

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- 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

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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.

7. Indemnification.

A. Contractor shall indemnify, defend, and save harmless District, its respective officers, agents, servants, employees, volunteers and representatives 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 officers, 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.

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 6 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. District shall not be liable to Contractor, its agents or employees, for any damages, losses or injuries to Contractor's, or any of its agent's or employee's person or property which are consequent upon or arising from District's ownership of the Clubhouse Facilities or consequent upon Contractor's occupancy of the Clubhouse Facilities or performance of this Agreement, or whether such damages, losses or injuries are caused by acts of negligence, whether active or passive.

D. 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, or the doctrine of sovereign immunity.

8. 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.

9. 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

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by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

10. Assignment. The Contractor shall not assign this Agreement in whole or in part without the express written consent of the District Board of Supervisors.

11. 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.

12. No Liability for Personal Property. All personal property of Contractor placed or moved into the Clubhouse Facilities shall be at the risk of the Contractor or the owner of the personal property, and District shall not be liable for any damage to personal property, or to the Contractor, for damages arising from any act of negligence of any occupants, guests, invitees or trespassers at the Clubhouse Facilities.

13. 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.

14. 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. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

15. 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.

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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: **Recrea Group Inc.**
4540 NW 107th Avenue, # 108
Doral, Florida 33178
Attention: Lino Aponte, 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.

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

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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**

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18. Conflicts. In the event of a direct conflict between any term or provision of this main Agreement instrument and Exhibit A, the main Agreement instrument shall prevail.

19. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue for purposes of any litigation being in Miami-Dade County.

20. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather, shall be enforced to the extent permitted by law.

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 Work over the Project Areas described in Exhibit A.

22. 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.

23. 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.

24. 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:

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- 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.

25. 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.

26. Protection of Property and Public.

- A. Contractor shall continually maintain adequate protection of all District property,

LA

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 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 area where Services are being performed by Contractor pursuant to this Agreement, which may be caused by Contractor or Contractor's employees or subcontractors, or which it or they might have prevented.

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

D. 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.

27. Ani-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(13), Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Event Agreement and further agree that it shall take effect as of the Effective Date first above written.

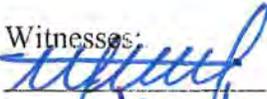
Attest:


Secretary/Assistant Secretary

LAKES BY THE BAY SOUTH
COMMUNITY DEVELOPMENT
DISTRICT

By: 
Print Name: Michele R Harris
Title: Chair
23 day of December 20265

Witnesses:


Jennifer
Print Name


MARICA BAKER
Print Name

RECREA GROUP INC., a Florida
corporation

By: 
Print: LINDA FROST
Title: DIRECTOR

23 day of December 20265

Exhibit "A"

Contractor's Proposal



4540 NW 107 Th. AV # 108
 Miami FL 33178
 3058345665
 info@recreausa.com
 www.recreausa.com

Estimate

Recrea Group Inc.

For: First Service Residential - Jennifer Lora
 jennifer.lora@fsresidential.onmicrosoft.com
 Isles at Bayshore Clubhouse
 21864 SW 93 Path
 Cutler Bay, Florida 33190

Estimate No: 4977
 Date: 10/28/2025

Description	Quantity	Rate	Amount
Easter Spring Fest: ☆ 2Hrs Easter Fling Event: Dj Music LED Booth 6ftx3ft Pc procesor Easter Setup, ☆ 2hrs. parking Logistic ☆ 6 Carnivals Games 3 Atendants ☆ 3 Interactive Bouncers Easter Power Generator. Atendants ☆ 2Hrs Facepainting ☆ Cotton Candy Machine - Pop Corn Machine - Snow Cone Machine Attendants 4pm-6pm ☆ 1.5Hrs Cool Games Show Entertainment Team Attendants for Egg Hunting MC Host 4:30pm-6:00pm ☆ 1.5Hrs Easter Bunny Character for picture 4:30pm-6:00pm March.28th 2025	1	\$7,550.00	\$7,550.00
☆1.5 Hrs. Crazy Bingo Night - Bingo Cards - Bingo Caller 6:30pm-8:00pm Apr. 17th 2025	1	\$1,575.00	\$1,575.00
☆Pool Party- Welcome Summer: -2hrs. Dj Music Led Screen 8ft x 6ft Pc Procesor 1pm - 3pm -1.5hrs. Pool Party Entertainment Games Entertainment Team *45Min Dance Workout* Jun.6th 2025	1	\$3,950.00	\$3,950.00

Description	Quantity	Rate	Amount
☆ Toddler play date -Play Soft Area Ball pits Mini Bouncer 10ft x 10ft 4 Mini Bumper Cars 8ft x 12ft 2 Attendants -Sound System Entertainment Attendants 2 toddler characters -ToddlerBubble Show 4-6PM Jul.31Th 2025	1	\$2,875.00	\$2,875.00
☆ Back to School Event -2Hrs Live DJ Music Setup Inflatable Duck LED Screen PC Procesor Profesional Sound. 4pm-6pm -1.5hrs. Entertainment Entertainment Team Interactive Games 4:00pm-5:30pm Aug.15th 2025	1	\$3,950.00	\$3,950.00
☆ Family Game Night : 1,5Hrs. Family Game Night Entertainment Package: Led Screen 6Ft x 3ft PC Procesor 1Hr Interactives Family Games Entertainment team Interactives Games. 6:30-8PM Sept.18th 2025	1	\$2,275.00	\$2,275.00
☆ Halloween Celebration 2Hrs. DJ Service LED Booth 6ft x 3ft PC Procesor Stage 8ft x 8ft x 2ft. Inflatable decoration ☆ Ring Photobooth Service ☆ Logic parking ☆4 Set Carnival Games Attendant 7pm - 9pm ☆30mins. Halloween Dance Party: 2 Halloween Puppet 2 Halloween Character. MC 75 Lb CO2 Show Time: 8:30pm ☆Haunted House : Set up Decoration 4 Performers 12 Uplights Sound System 4 Attendants Smoke machine 75Lb Co2 Oct.23th 2025	1	\$10,975.00	\$10,975.00
☆ Tree Lighting Ceremony 1.5Hrs Dj Music - *Santa Claus Character *2 Helpers 6:30-8:00PM Nov.14Th 2025	1	\$2,875.00	\$2,875.00

Description	Quantity	Rate	Amount
Christmas Celebration: ☆3Hr. DJ Service Led Screen 6ft x 6ft Pc Procesor 5pm - 8pm Grinch Character 5:45pm - 6:45pm ☆3Hrs. Facepaintingg ☆3Hrs. Balloons Twister 5pm - 8pm ☆Toddler Soft Área ☆3 Logistic for parking and control. 5pm - 8pm ☆2Hrs. Real Santa Claus - 2 Helpers 6pm - 8pm ☆ 1Hr. Characters Show includes: Reno 1Snow Man 2 Nutcracker 2 Elfs MC Entertainment 6:45pm - 7:45pm ☆3Hrs.360° Photobooth Service 5pm-8pm Dec.19th 2025	1	\$7,450.00	\$7,450.00
		Subtotal	\$43,475.00
		TAX 0%	\$0.00
		Credit card processing FEE 0%	\$0.00
		Total	\$43,475.00
Total			\$43,475.00

Terms and Conditions:

Deposit is required to secure the date and time. This deposit will be applied to the final payment for the service.
 All deposit fees are non-refundable.
 A minimum of 5 days notice will be required for changing date and time.
 If the cancellation is initiated by us all payments will be fully refunded.

Thank you for choosing Recrea Group INC for your event!

10 PASOS PREVIO A TU EVENTO <https://youtu.be/mNBE3a8aaU8>
 10 TIPS BEFORE YOUR EVENT <https://youtu.be/m0AM8z6UR4M>

Recrea Group Inc.

Client's signature

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Recrea Group Inc

NAME: Lino Aponze

TITLE: Director

SIGNATURE: _____

DATE: Dec 29, 2026

STATE OF FLORIDA
 COUNTY OF miami Dade

SWORN TO (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29 day of December 2025, by Lino Aponze in his/her capacity as Director for Recrea Group Inc. (name of Nongovernmental Entity).

 NOTARY PUBLIC

Personally Known OR
 Produced Identification

 Type of Identification Produced



Davis Environmental Solutions
1005 NE 125th St Ste 101
North Miami, FL 33161-2007
USA
3055021954
kate@davis-environmental.com
www.davis-environmental.com



INVOICE

BILL TO

Angel Camacho
Lakes by the Bay South CDD

INVOICE # 2120

DATE 02/09/2026

DUE DATE 02/24/2026

TERMS Net 15

ACTIVITY	AMOUNT
Task 1 SFWMD Coordination Related to Notice of Non-Compliance.	1,600.00
Task 2 Locate and Flag Large Exotic Trees	500.00
Task 3 Prepare a Supplemental Planting Plan to Address Non-Compliance	4,000.00
Task 4 Perform Corrective Pruning on Buffer Trees	800.00

Please Note on Payment: DES Project 2025-052
Thank you for you business!

BALANCE DUE

\$6,900.00

Ways to pay

BANK

[View and pay](#)

**SMALL PROJECT AGREEMENT
(Storm Drain Pad Repairs)**

THIS SMALL PROJECT AGREEMENT is made and entered into this 4th day of February, 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

GARNET ENGINEERING AND CONTRACTING, LLC, a Florida limited liability company, having as its principal business address, 11049 SW 113th Place, Miami, Florida 33176 (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 desires to secure the services of a contractor to make certain repairs to eight (8) damaged concrete storm drain pads located in The Breakers community, within the boundaries of the District (the “Project”), all as set forth and more particularly described in Contractor’s Proposal, 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 October 28, 2025, 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 this Agreement, District agrees to compensate the Contractor in the total amount of **THIRTY-SEVEN THOUSAND AND 00/100 (\$37,000.00) 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 \$18,500.00, 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 \$18,500.00, as the final installment of the Total Contract Amount, upon full completion of the Project, including completion of all punch list items identified by the District, and after the Project has passed final inspection by the 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 he 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 March 9th, 2026 and be completed by Contractor by March 31st, 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.

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.

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: **Garnet Engineering and Contracting, LLC**
11049 SW 113th Place
Miami, Florida 33176
Attention: Alejandro Aleman, 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(13), Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS NEXT]

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



Secretary Assistant Secretary

Chairman/Vice-Chairman
____ day of _____, 2026

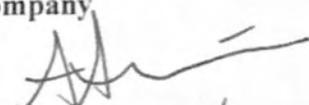
WITNESSES:

CONTRACTOR:

GARNET ENGINEERING AND
CONTRACTING, LLC, a Florida limited
liability company



Orisel Caruset
[PRINT NAME OF WITNESS]


By: Alejandro Aleman
Title: President



Frankie De Izaguirre
[PRINT NAME OF WITNESS]

5th day of February, 2026




Catherine Miranda

Notarized using FLDL
#A455-000-94-460-0

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



Secretary Assistant Secretary



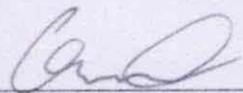
Chairman/Vice-Chairman

12 day of Feb., 2026

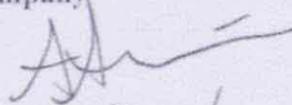
WITNESSES:

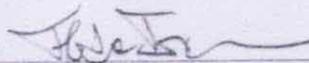
CONTRACTOR:

GARNET ENGINEERING AND
CONTRACTING, LLC, a Florida limited
liability company



Crisel Caraset
[PRINT NAME OF WITNESS]


By: Alexandro Aleman
Title: President



Frankie De Izaguirre
[PRINT NAME OF WITNESS]

5th day of February, 2026




Catherine Miranda

Notarized using FLDL
#A455-000-94-460-0

EXHIBIT A

PROPOSAL

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: _____

Phone: _____

Project address: _____

Zoning Description: _____

Tax Folio: _____

Category:

Scope of Services:

Engineering Services as Requested by:

Included in Contract Cost:

Not Included in Contract Cost:

Contract Acceptance: _____

Due at Final Walk-through: _____

Owner Signature: _____

Contract Total: _____

Owner Name: _____

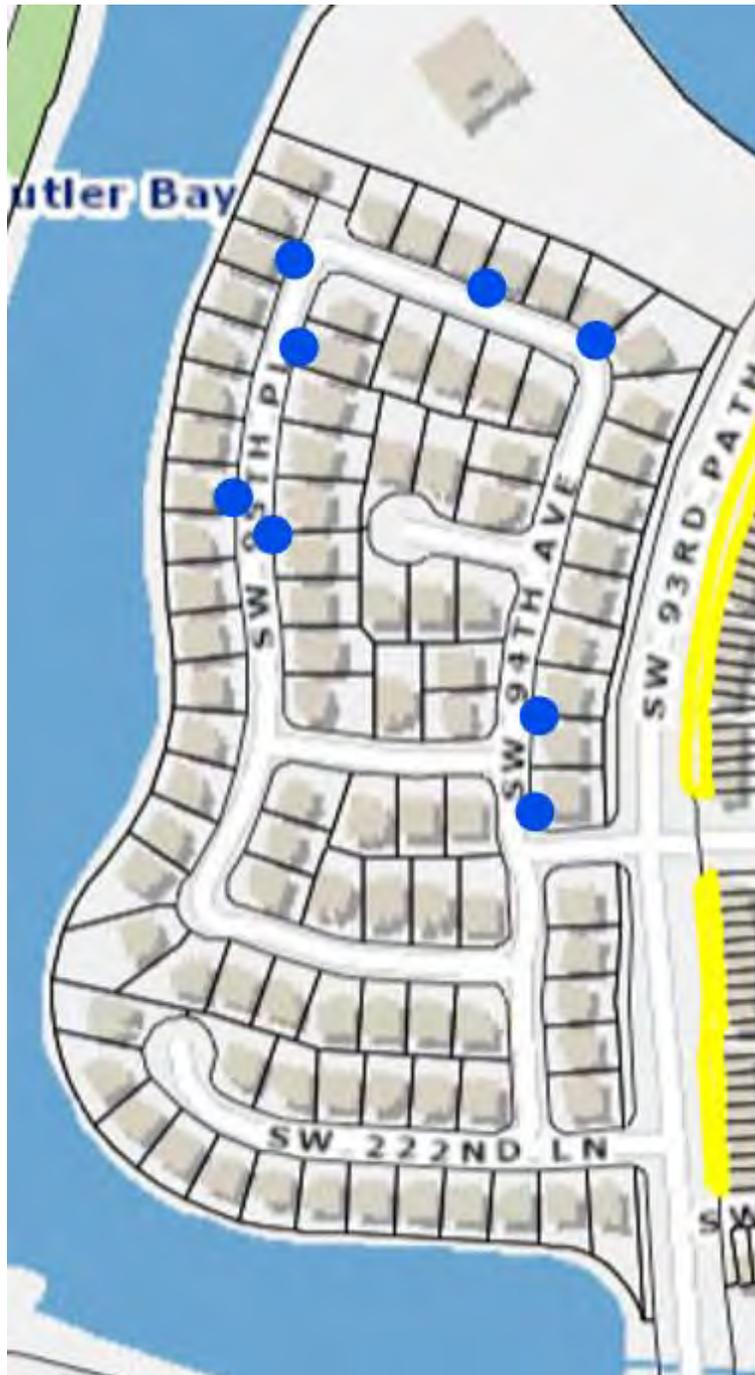
Date: _____

Garnet Rep. Signature: _____

Lakes by the Bay South CDD

Damaged Storm Drain Pad Locations – The Breakers

There are (8) damaged concrete storm drain pads in need of repairs within The Breakers community. Each location has been marked in Blue below. Please see photos of each structure below.



Lakes by the Bay South CDD
Damaged Storm Drain Pad Locations – The Breakers
22032 SW 95th Place



100 SF
11.1 SY
1.9 CY

22023 SW 95th Place



100 SF
11.1 SY
1.9 CY

21953 SW 95th Place



100 SF
11.1 SY
1.9 CY

Lakes by the Bay South CDD
Damaged Storm Drain Pad Locations – The Breakers

21892 SW 95th Place



105 SF
11.7 SY
2.0 CY

9462 SW 218th Lane



100 SF
11.1 SY
1.9 CY

21931 SW 94th Avenue



110 SF
12.5 SY
2.1 CY

Lakes by the Bay South CDD

Damaged Storm Drain Pad Locations – The Breakers

22001 SW 94th Avenue



100 SF
11.1 SY
1.9 CY

22081 SW 94th Avenue



100 SF
11.1 SY
1.9 CY

LAW OFFICES
BILLING & COCHRAN
ESTABLISHED 1977

KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
JEFFERY R. LAWLEY
GINGER E. WALD
SCOTT C. COCHRAN
ALINE O. MARCANTONIO
JOHN C. WEBBER

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

BILLING COCHRAN, P.A.
LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

WWW.BILLINGCOCHRAN.COM
PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
GABRIELLA A. FERNANDEZ PEREZ
MARLENE E. GONZALEZ
LORI B. LEWELLEN
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL:
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
DENNIS E. LYLES
BRUCE M. RAMSEY
RICHARD T. WOULFE

February 3, 2026

VIA E-MAIL ONLY – jduque@gmssf.com

Ms. Juliana Duque
District Manager
Governmental Management Services
5385 N. Nob Hill Road
Sunrise, FL 33351

**Re: Adjustment to District Counsel Fee Structure
Lakes by the Bay South Community Development District
Our File: 30.10206**

Dear Juliana:

This firm's current fee structure has been in place since 2023. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, October 1, 2026, as follows:

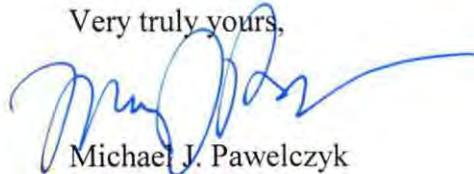
- Attorneys/Partners: \$300.00 per hour
- Attorneys/Associates: \$250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor.

Ms. Juliana Duque
February 3, 2026
Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Michael J. Pawelczyk
For the Firm

MJP/jmp

cc: Jennifer McConnell, GMS (via email only)



MONTHLY MANAGEMENT REPORT

ASSOCIATION NAME: Isles at Bayshore Clubhouse

MANAGER NAME: Jennifer Lora

MONTH OF: February 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
Janine Ferreiro	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 February were distributed the last week of January. Kits for the month of March will be distributed the first week of March and will be Easter themed. Registrations for the next trimester and purchase of craft kits materials are in progress.

On January 31st we hosted a Valentine's candle making workshop for a total of 35 members.



On February 6th, we hosted our first paint night of 2026. 36 members were in attendance and made a Valentines themed 3D textured paint.



Our Valentine's vendors market took place on Saturday, February 8th. A total of 32 vendors registered and we had an amazing turn out. Pending discussion with CDD's attorney and Board, the next market dates will be hosted in May and December.

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

Upcoming events:

February

Craft night February 20th 7PM – 9PM open to 30 members 12 years and older (at capacity).

March

Crafts distribution: Week of March 6th

Annual Easter Egg Hunt: Saturday, March 28th 4:30PM-6PM (at capacity)

April

Crafts distribution: Week of April 3rd

Bingo Loco (Crazy Bingo night): Friday, April 17th 6-8:30PM

Party Rentals:

YTD 2026, we have collected \$2,470 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	1	2	2	4
May	1	1	1	4
June				
July				
August				
September				
October				
November				
December				
YTD Totals	9	10	13	21

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

II. General items:

A) Ongoing/Completed Projects and Items

Collection tank refurbishment: We received the revised estimate for the second collection tank refurbishment with a discount of \$1,500.00. Vendor was advised of approval and at the time of this report we are pending project scheduling.

- **Maintenance and pending repairs**

- Scheduled services for air conditioning, pest control, pool maintenance, and landscaping continue to be performed on time in accordance with vendor contracts.
- **Lighting issues:** All invoices and additional information was provided to Sonllaliz Trujillo from Eigis insurance for their review and reimbursement to the district. We are pending to receive a clarification from DML to be submitted to insurance carrier.
- **Bougainvillea fumigation:** Tony is currently fumigating the bougainvillea for caterpillars. Some of the trees have bounced back and are growing new leaves. The treatment is ongoing and will be monitored by Tony and myself.
- **Ruling process:** Copies of the current clubhouse rules, gate rules, registration forms and clubhouse schedule were emailed to the board as discussed during the last meeting. So far, I have received feedback from Margaret Coon.

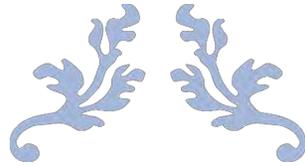
- **Gates and Security Updates**

- **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 reimbursements for a total of \$200.00

- **Security Incidents and Actions:**

- There are no incidents to report as of the time of this monthly report.



LAKES BY THE BAY SOUTH



FIELD REPORT



Meeting Date: February 24, 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 January 13th and 27th including but not limited to mowing, edging, trimming, weed control and pest control.
- The February landscaping services are scheduled for the 10th and 24th.
- TL will not be mowing the lawn within the medians and any dry areas throughout the District to cultivate a healthy lawn. They have been instructed to refrain from trimming the hedges as well.
- TL installed new turf at center median where the Royal Palm was removed.
- Please see attached Landscaping List for more information.



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

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

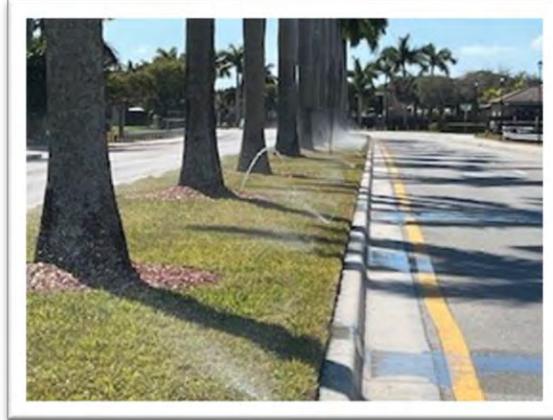
FIELD DIVISION REPORT
Jesus Lorenzo
jlorenzo@gmssf.com
Cell Phone 954.643.5104



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

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

FIELD DIVISION REPORT
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jlorenzo@gmssf.com
Cell Phone 954.643.5104



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)*

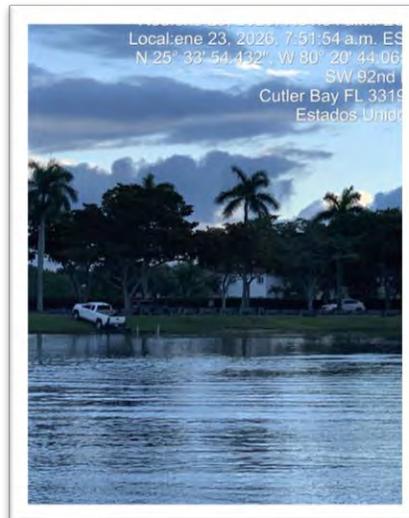
FIELD DIVISION REPORT
Jesus Lorenzo
jlorenzo@gmsf.com
Cell Phone 954.643.5104



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 January 23rd. Please see 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

- Met with Chandler Construction to review the outdoor gym. They are onsite this month.
 - Paint touch ups throughout the equipment.
 - The dip station was removed.
 - New protective plate was installed at the leg press station.
 - A new seat for the bicycle station will be ordered.
- TL completed the irrigation check of the columns. FCC Construction (FCC) will be commencing the column repainting project at both main entrances and exits in March. TL will be trimming the hedges by the end of this month in preparation for the project.
- FCC will be repairing the wooden barrier at the outdoor gym.



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



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- FCC repaired the wooden fence leading into the linear park.



Governmental Management Services-South Florida, LLC
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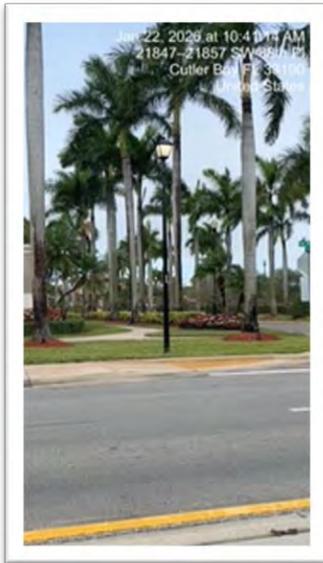
- FCC repaired a leaning lake sign next to the linear park.



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 January. The repairs may take up to (40) days to be completed.
 - Ticket #79226: lamppost 29 is on during the day. A second ticket was opened.
 - Ticket #79228: lampposts 160 & 161 are on during the day. A second ticket was opened.



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EXHIBITS

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



ECO-BLUE

AQUATIC SERVICES, INC.

 **(305) 316-1817**

 **ecoblueaquatic@gmail.com**

CUSTOMER: Lake By The Bay South CDD

DATE: 1/23/2026

WEATHER CONDITIONS: Sunny

SERVICE & INSPECTION REPORT

WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H2O:	<u>67.1</u> °F	<input type="radio"/> High	<input checked="" type="radio"/> Average	<input type="radio"/> Low
DISSOLVED OXYGEN:	<u>6.4</u>	<input type="radio"/> High	<input checked="" type="radio"/> Average	<input type="radio"/> Low
Ph READING:	<u>6.5</u>	<input type="radio"/> High	<input checked="" type="radio"/> Average	<input type="radio"/> Low
WATER CLARITY:	<u>Good</u>	<input type="radio"/> High	<input checked="" type="radio"/> Average	<input type="radio"/> Low
WATER LEVEL:	<u>Good</u>	<input type="radio"/> High	<input checked="" type="radio"/> Average	<input type="radio"/> 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 cones of the lake were 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 OBSERVATION

FISH: Bass Bream Catfish Tilapia Grass carp Mosquito fish

BIRDS: Duck Wood stork Shorebird Wading bird Songbird Gallinule

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 Shoebuttton 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 CDD

Landscaping List – February 2026

1. The SFWM Easement along The Courts and The Reserves has been marked for removal of non-native trees; the work was completed by Tony's Landscaping.
2. Please raise mower decks to at least 4 to 4.5 inches and solely mow areas in need. The medians along the horseshoe should not be serviced for at least two weeks or more; monitor as needed. Please instruct the crews to continue to focus on edging and detailing, as needed.
3. The Royal Palms will be fertilized in March.
4. Please do NOT trim the Green Arboricola, Cocoplum and Silver Button wood hedges for at least 1-2 months, except for the hedges at the main entrance/exit (please see #4); monitor as needed.
5. In preparation for the column repainting project, please trim the hedges at both main entrances and exits by the end of February.
6. Please continue to treat brown patch and limit spreading.
7. The flowers look great! We will continue to monitor them in preparation for the next rotation.
8. Please provide irrigation mapping and wet check report for necessary repairs. Test Timer #3 to ensure the medians along the horseshoe are getting enough water, some of them are dry.

Lakes by the Bay South CDD

SFWM Easement – Progress Report as of February 16, 2026

The Courts & The Reserves section of the easement was cleared this month except for a few fruit trees. The remaining trees will be removed

The Wet Land Preserve signage will be restored by FCC Construction in the coming weeks or sooner.



Lakes by the Bay South CDD

SFWM Easement – Progress Report as of February 16, 2026



Lakes by the Bay South CDD

SFWM Easement – Progress Report as of February 16, 2026



Lakes by the Bay South CDD

SFWM Easement – Progress Report as of February 16, 2026

Exotics Pending Removal.



Lakes by the Bay South CDD

SFWM Easement – Progress Report as of February 16, 2026



Lakes by the Bay South CDD

SFWM Easement – Progress Report as of February 16, 2026



Lakes by the Bay South
COMMUNITY DEVELOPMENT DISTRICT

Check Register

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
1/21/26	6049-6057	\$8,340.46
1/28/26	6058-6062	\$18,724.02
2/6/26	6063-6074	\$47,354.15
2/10/26	6075-6077	\$27,720.61
2/11/26	6078	\$6,900.00
	TOTAL	\$109,039.24

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/21/26	00039	12/31/25	196795	202512	310	51300	31500		BILLING COCHRAN PA	*	500.00	500.00	006049
1/21/26	00187	1/13/26	6600-1	202601	330	53800	46000		THERMAL CAMERA REPLACEMEN	*	372.00		
		1/13/26	6615-1	202601	330	53800	46000		STOCK REPLENISHMENT 01/26	*	1,005.00		
									DML SECURITY SYSTEMS			1,377.00	006050
1/21/26	00196	1/19/26	76760454	202601	320	57200	46000		REPLACED WOOD FENCE 01/26	*	647.00		
		1/19/26	76760455	202601	320	57200	46000		REPAIRS 01/26	*	260.59		
		1/19/26	76760456	202601	320	53800	46000		50% DEPOSIT 01/26	*	987.50		
									FCC CARPENTRY& GENERAL PAINTING LLC			1,895.09	006051
1/21/26	00126	1/16/26	70536	202601	320	57200	46001		SUPPLIES 01/26	*	514.32		
									THE FITNESS SOLUTION, INC.			514.32	006052
1/21/26	00030	1/12/26	40144-12	202512	330	53800	43000		SVCS 12/25	*	62.93		
									FLORIDA POWER & LIGHT COMPANY			62.93	006053
1/21/26	00055	1/31/26	01-57386	202601	320	57200	46003		SVCS 01/26	*	65.00		
									GLOBAL PEST CONTROL & LAWN CARE SVC			65.00	006054
1/21/26	00201	1/15/26	2854	202601	320	57200	46000		FIRE ALARM SVCS 01/26	*	300.00		
									HEXAGONAL FIRE DETECTION LLC			300.00	006055
1/21/26	00273	2/01/26	37	202602	320	57200	45300		POOL SVCS 02/26	*	3,500.00		
		2/01/26	37	202602	320	57200	45301		6 EYBALLS FOR STAIRS	*	56.14		
									PATAGONIA POOLS LLC			3,556.14	006056
1/21/26	00118	1/17/26	60533229	202601	320	57200	52000		SUPPLIES 01/26	*	69.98		
									STAPLES			69.98	006057
1/28/26	00187	1/16/26	6632-1	202601	330	53800	46000		POWER REPAIR 01/26	*	461.25		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/16/26		6634-1	202511	330-53800-46000					E VISITOR HIT 11/25	*	142.50		
1/16/26		6640-1	202601	330-53800-46000					W EXIT HIT 01/26	*	142.50		
1/20/26		6643-1	202601	330-53800-46000					W LEFT EXIT HIT 01/26	*	267.50		
1/20/26		6644-1	202601	330-53800-46000					W ENTERANCE HIT 01/26	*	267.50		
1/20/26		6657	202601	330-53800-34501					MONITORING 1/26	*	11,500.00		
1/20/26		6658	202601	330-53800-34504					SVCS AGREE POOL SVCS 1/26	*	1,225.00		
1/20/26		6659	202601	320-57200-34500					GYM/VIDEO MONITORING 1/26	*	995.00		
DML SECURITY SYSTEMS												15,001.25	006058
1/28/26	00002	1/13/26	91371192	202601	310-51300-42000				DELIVERY THRU 01/07/26	*	25.12		
		1/20/26	91451525	202601	310-51300-42000				DELIVERY THRU 01/15/26	*	22.76		
FEDEX												47.88	006059
1/28/26	00126	1/23/26	70557	202601	320-57200-46001				TREADMILL 01/26	*	175.00		
THE FITNESS SOLUTION, INC.												175.00	006060
1/28/26	00030	1/15/26	122025	202512	330-53800-43000				SVCS 12/25	*	207.65		
		1/15/26	122025	202512	320-57200-43000				SVCS 12/25	*	3,024.47		
FLORIDA POWER & LIGHT COMPANY												3,232.12	006061
1/28/26	00191	1/13/26	47364329	202601	320-57200-51000				SUPPLIES 01/26	*	41.98		
		1/13/26	47364352	202601	320-57200-51000				BI LEVEL DCK SCRBR BRUSH	*	29.99		
		1/14/26	47367491	202601	320-57200-51000				HOSE NOZZLE 01/26	*	29.99		
		1/14/26	47367637	202601	320-57200-51000				SUPPLIES 01/26	*	64.99		
		1/14/26	47370432	202601	320-57200-51000				SUPPLIES 01/26	*	15.98		
		1/14/26	47379374	202601	320-57200-51000				MULTI SURFACE CLEANER	*	14.98		
		1/14/26	47379374	202601	320-57200-51000				LYSOL SPRAY 01/26	*	19.98		

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		1/14/26	47379374	202601 320-57200-52000	COPY PAPER 01/26	*	41.99	
		1/14/26	47379374	202601 320-57200-52000	SHARPIES 01/26	*	7.89	
								267.77 006062
2/06/26	00274	12/18/25	1250	202512 320-53800-49200	CHRISTMAS LIGHTS 12/25	*	7,740.64	
		12/18/25	1250	202512 320-57200-49200	CHRISTMAS LIGHTS 12/25	*	6,415.61	
								14,156.25 006063
2/06/26	00187	1/29/26	6686-1	202601 330-53800-46000	E RESIDENT HIT 01/26	*	142.50	
								142.50 006064
2/06/26	00027	2/01/26	5850	202602 320-53800-46800	LAKE MAINT 02/26	*	800.00	
								800.00 006065
2/06/26	00196	1/30/26	76760457	202601 320-57200-46000	REMOVE DAMAGED CONCRETE	*	135.00	
								135.00 006066
2/06/26	00002	1/27/26	91542397	202601 310-51300-42000	DELIVERY THRU 01/15/26	*	25.12	
								25.12 006067
2/06/26	00126	1/28/26	70649	202601 320-57200-46001	REPAIR TAB BENCH 01/26	*	200.00	
								200.00 006068
2/06/26	00016	2/01/26	20181397	202602 320-53800-34000	FIELD SVCS 02/26	*	2,729.92	
		2/01/26	20181398	202602 310-51300-34000	MGMT FEE 02/26	*	6,040.92	
		2/01/26	20181398	202602 310-51300-31300	DISSEMINATION AGENT SVCS	*	458.33	
		2/01/26	20181398	202602 310-51300-50000	WEBSITE ADMIN 02/26	*	300.00	
		2/01/26	20181398	202602 310-51300-42000	POSTAGE&DELIVEYR 02/26	*	25.90	
		2/01/26	20181398	202602 310-51300-42500	COPIES 02/26	*	3.60	
								9,558.67 006069

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/06/26	00213	1/29/26	43487072	202601	320	57200	51000		SUPPLIES 01/26 GREAT AMERICAN BUSINESS PRODUCTS	*	341.99	341.99	006070
2/06/26	00143	1/26/26	41112907	202601	320	57200	42500		COPIER LEASE 01/26 GREATAMERICA FINANCIAL SVCS.	*	137.28	137.28	006071
2/06/26	00186	2/06/26	022026	202602	320	57200	49300		REIMB MOTHERS/FATHERS DAY JENNIFER LORA	*	2,548.24	2,548.24	006072
2/06/26	00168	1/05/26	5885	202601	320	57200	49400		KIDS TIE-DYE 01/26 RECREA GROUP INC	*	1,100.00	1,100.00	006073
2/06/26	00157	2/01/26	31020126	202602	320	53800	46200		LANDSCAPE MAINT 02/26 2/01/26 33020126 202602 320-57200-46200 LANDSCAPE MAINT 02/26 TONY'S NURSERY & GARDEN	*	15,500.10	18,209.10	006074
2/10/26	00219	2/01/26	568924	202602	320	57200	46004		PREVENTATIVE MAINT 02/26 AIRSTRON, INC-DADE	*	490.00	490.00	006075
2/10/26	00104	2/01/26	11123195	202602	320	57200	34200		MGMT FEE 02/26 2/01/26 11123195 202602 330-53800-34000 MGMT FEE 02/26 FIRSTSERVICE RESIDENTIAL, INC.	*	25,192.00	27,192.00	006076
2/10/26	00085	1/27/26	47036011	202601	330	53800	43100		SVCS 01/26 MIAMI-DADE WATER AND SEWER DEPT	*	38.61	38.61	006077
2/11/26	00277	2/09/26	2120	202602	320	53800	46210		SVCS 02/26 EXOTIC TREES DAVIS ENVIRONMENTAL SOLUTIONS, LLC	*	6,900.00	6,900.00	006078
TOTAL FOR BANK A											109,039.24		
TOTAL FOR REGISTER											109,039.24		

Lakes by the Bay South
Community Development District

Unaudited Financial Reporting
January 31, 2026



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10	<hr/>	<u>Assessment Receipt Schedule</u>

Lakes by the Bay South
Community Development District
Balance Sheet
January 31, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 232,569	\$ -	\$ 232,569
Petty Cash	654	-	654
Due from General Fund	-	195,883	195,883
Investments:			
State Board of Administration - Surplus	1,229,793	-	1,229,793
State Board of Administration - Field Reserves	229,164	-	229,164
State Board of Administration - Clubhouse Reserves	191,040	-	191,040
BankUnited Money Market	1,061,661	-	1,061,661
Series 2022			
Interest	-	108	108
Revenue	-	1,335,458	1,335,458
Sinking	-	84	84
Series 2024			
Interest	-	110	110
Revenue	-	1,033,444	1,033,444
Deposits-Electric	6,000	-	6,000
Total Assets	\$ 2,950,883	\$ 2,565,169	\$ 5,516,051
Liabilities:			
Accounts Payable	\$ 12,721	\$ -	\$ 12,721
Due to Debt Service	195,883	-	195,883
Total Liabilities	\$ 208,603	\$ -	\$ 208,603
Fund Balance:			
Nonspendable:			
Deposits	\$ 6,000	\$ -	\$ 6,000
Restricted for:			
Debt Service	-	2,565,169	2,565,169
Unassigned	2,736,279	-	2,736,279
Total Fund Balances	\$ 2,742,279	\$ 2,565,169	\$ 5,307,448
Total Liabilities & Fund Balance	\$ 2,950,883	\$ 2,565,169	\$ 5,516,051

Lakes by the Bay South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended January 31, 2026

	Adopted Budget	Prorated Budget Through 01/31/26	Actual Through 01/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,794,376	\$ 1,076,626	\$ 1,637,746	\$ 561,120
Interest Income	75,000	25,000	24,737	(263)
Clubhouse Income	30,000	10,000	14,690	4,690
Other Income	-	-	1,800	1,800
Total Revenues	\$ 1,899,376	\$ 1,111,626	\$ 1,678,973	\$ 567,347
Expenditures:				
General and Administrative:				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 3,600	\$ 400
FICA Taxes	918	306	275	31
Engineering	16,000	5,333	2,124	3,210
Attorney	47,000	15,667	6,805	8,862
Annual Audit	4,300	1,433	-	1,433
Assessment Roll Administration	2,000	2,000	2,000	-
Arbitrage Calculation	1,200	1,200	550	650
Dissemination Agent	5,500	1,833	1,833	0
Trustee Fees	7,500	2,500	-	2,500
Management Fees	72,491	24,164	24,164	0
Website Maintenance	3,600	1,200	1,200	-
Postage and Delivery	1,500	500	450	50
Insurance General Liability	16,918	16,918	15,470	1,448
Printing and Binding	750	250	4	246
Legal Advertising	1,500	500	-	500
Other Current Charges	1,000	333	347	(14)
Dues, Licenses and Subscriptions	175	175	175	-
Total General and Administrative	\$ 194,352	\$ 78,313	\$ 58,997	\$ 19,316
Operations and Maintenance				
Field Expenditures				
Field Management	\$ 32,759	\$ 10,920	\$ 10,920	\$ 0
Security	14,700	4,900	4,900	-
General Maintenance	23,084	7,695	1,942	5,753
Landscape Maintenance	186,001	62,000	62,000	(0)
Landscape - Extra to Contract	50,000	16,667	12,563	4,103
Mulch	23,000	23,000	27,802	(4,802)
Tree Trimming	60,000	60,000	140,152	(80,152)
Lake Maintenance	9,600	3,200	3,354	(154)
Contingency	20,000	6,667	-	6,667
Pressure Washing	20,000	16,225	16,225	-
Culvert Cleaning/Inspection	20,000	6,667	2,150	4,517
Holiday Decorations	38,276	38,276	32,193	6,083
Cleaning Reserve Area	48,280	48,280	76,561	(28,281)
Subtotal Field Expenditures	\$ 545,700	\$ 304,496	\$ 390,761	\$ (86,265)

Lakes by the Bay South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended January 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Through 01/31/26	Through 01/31/26	Variance
Security Gate Service Expenditures				
Security (DML)	\$ 138,000	\$ 46,000	\$ 46,000	\$ -
Security-Roving Guard	10,000	3,333	-	3,333
Enhanced Security	15,000	5,000	-	5,000
Transponders	8,500	2,833	-	2,833
Management Fees	24,000	8,000	8,000	-
Gate Repairs and Maintenance	46,000	15,333	10,804	4,529
Building Repairs and Maintenance	5,000	1,667	-	1,667
Electric	4,000	1,333	814	520
Water	1,500	500	108	392
Phone and Internet Service	5,000	1,667	1,634	32
Janitorial Services	600	200	200	-
Subtotal Security Gate Service Expenditures	\$ 257,600	\$ 85,867	\$ 67,560	\$ 18,307
Clubhouse Expenditures				
Alarm Monitoring	\$ 1,200	\$ 600	\$ 540	\$ 60
Club Exterior Camera Monitoring	8,640	2,880	2,160	720
Pool Monitoring	11,940	3,980	3,980	-
Security - Roving Guard	8,000	2,667	705	1,962
Air Conditioning Maint Contract and Repairs	10,000	3,333	2,726	607
Fitness Equipment Maintenance and Repairs	8,000	2,667	2,687	(20)
Electric	42,000	14,000	7,859	6,141
Property Insurance	53,968	53,968	50,824	3,144
Flood Insurance	19,039	19,039	18,760	279
Janitorial Maintenance	60,600	20,200	20,200	-
Janitorial Supplies	6,000	2,000	1,997	3
Landscape Maintenance	32,508	10,836	10,836	-
Landscape Replacement	10,000	3,333	-	3,333
Office Equipment Maintenance	2,000	667	560	107
Management Fees	302,304	100,768	100,768	-
Office Supplies/Clubhouse Supplies	7,500	2,500	1,324	1,176
Pest Control	1,000	333	260	73
Pool and Spa Maintenance	39,000	13,000	14,000	(1,000)
Pool Repairs	20,000	6,667	26,249	(19,582)
Repairs and Maintenance	60,000	20,000	7,090	12,910
Special Events	60,000	20,000	39,764	(19,764)
Cable/Internet	6,300	2,100	1,885	215
Trash Collection	1,500	1,500	1,442	58
Water and Sewer	25,000	8,333	21,674	(13,341)
Window Cleaning/Pressure Cleaning	3,500	1,167	1,076	91
Holiday Decorations	31,724	31,724	28,025	3,699
Contingency	10,000	10,000	31,800	(21,800)
Capital Reserve	60,000	20,000	-	20,000
Subtotal Clubhouse Expenditures	\$ 901,723	\$ 378,262	\$ 399,190	\$ (20,928)
Total Operations and Maintenance	\$ 1,705,023	\$ 768,624	\$ 857,511	\$ (88,887)
Total Expenditures	\$ 1,899,376	\$ 846,937	\$ 916,508	\$ (69,571)
Excess (Deficiency) of Revenues over Expenditures	\$ 0	\$ 264,689	\$ 762,465	\$ 497,776
Fund Balance - Beginning			\$ 1,979,814	
Fund Balance - Ending			\$ 2,742,279	

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 January 31, 2026

	Adopted Budget	Prorated Budget Through 01/31/26	Actual Through 01/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,382,295	\$ 829,377	\$ 1,261,635	\$ 432,258
Interest Income	-	-	6,408	6,408
Total Revenues	\$ 1,382,295	\$ 829,377	\$ 1,268,043	\$ 438,666
Expenditures:				
Interest - 11/1	\$ 331,447	\$ 331,447	\$ 331,447	\$ -
Interest - 5/1	331,447	-	-	-
Principal - 5/1	731,000	-	-	-
Total Expenditures	\$ 1,393,893	\$ 331,447	\$ 331,447	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (11,598)	\$ 497,931	\$ 936,597	\$ 438,666
Net Change in Fund Balance	\$ (11,598)	\$ 497,931	\$ 936,597	\$ 438,666
Fund Balance - Beginning			\$ 508,260	
Fund Balance - Ending			\$ 1,444,857	

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 January 31, 2026

	Adopted Budget	Prorated Budget Through 01/31/26	Actual Through 01/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,097,122	\$ 658,273	\$ 1,001,355	\$ 343,081
Interest Income	1,000	333	4,258	3,924
Total Revenues	\$ 1,098,122	\$ 658,607	\$ 1,005,612	\$ 347,006
Expenditures:				
Interest - 11/1	\$ 197,500	\$ 197,500	\$ 197,500	\$ -
Interest - 5/1	197,500	-	-	-
Principal - 5/1	710,000	-	-	-
Total Expenditures	\$ 1,105,000	\$ 197,500	\$ 197,500	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (6,878)	\$ 461,107	\$ 808,112	\$ 347,006
Net Change in Fund Balance	\$ (6,878)	\$ 461,107	\$ 808,112	\$ 347,006
Fund Balance - Beginning			\$ 312,199	
Fund Balance - Ending			\$ 1,120,311	

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,637,746
Interest Income	5,897	4,722	5,643	8,475	-	-	-	-	-	-	-	-	24,737
Clubhouse Income	-	14,690	-	-	-	-	-	-	-	-	-	-	14,690
Other Income	1,200	600	-	-	-	-	-	-	-	-	-	-	1,800
Total Revenues	\$ 7,097	\$ 263,775	\$ 1,347,250	\$ 60,850	\$ -	\$ 1,678,973							
Expenditures:													
General and Administrative:													
Supervisor Fees	\$ 1,000	\$ 1,800	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600
FICA Taxes	77	138	-	61	-	-	-	-	-	-	-	-	275
Engineering	2,124	-	-	-	-	-	-	-	-	-	-	-	2,124
Attorney	3,665	2,640	500	-	-	-	-	-	-	-	-	-	6,805
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Roll Administration	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Arbitrage Calculation	550	-	-	-	-	-	-	-	-	-	-	-	550
Dissemination Agent	458	458	458	458	-	-	-	-	-	-	-	-	1,833
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	6,041	6,041	6,041	6,041	-	-	-	-	-	-	-	-	24,164
Website Maintenance	300	300	300	300	-	-	-	-	-	-	-	-	1,200
Postage and Delivery	177	104	79	90	-	-	-	-	-	-	-	-	450
Insurance General Liability	15,470	-	-	-	-	-	-	-	-	-	-	-	15,470
Printing and Binding	4	-	-	-	-	-	-	-	-	-	-	-	4
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	100	142	55	50	-	-	-	-	-	-	-	-	347
Dues, Licenses and Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 32,140	\$ 11,623	\$ 7,433	\$ 7,800	\$ -	\$ 58,997							

Lakes by the Bay South
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Field Expenditures													
Field Management	\$ 2,730	\$ 2,730	\$ 2,730	\$ 2,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,920
Security	1,225	1,225	1,225	1,225	-	-	-	-	-	-	-	-	4,900
General Maintenance	954	-	-	988	-	-	-	-	-	-	-	-	1,942
Landscape Maintenance	15,500	15,500	15,500	15,500	-	-	-	-	-	-	-	-	62,000
Landscape - Extra to Contract	-	9,263	3,300	-	-	-	-	-	-	-	-	-	12,563
SFWMD Buffer Area Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Mulch	-	27,802	-	-	-	-	-	-	-	-	-	-	27,802
Tree Trimming	58,075	-	82,077	-	-	-	-	-	-	-	-	-	140,152
Lake Maintenance	800	800	954	800	-	-	-	-	-	-	-	-	3,354
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	16,225	-	-	-	-	-	-	-	-	-	-	16,225
Culvert Cleaning/Inspection	2,150	-	-	-	-	-	-	-	-	-	-	-	2,150
Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Decorations	16,301	-	8,151	7,741	-	-	-	-	-	-	-	-	32,193
Cleaning Reserve Area	954	75,606	-	-	-	-	-	-	-	-	-	-	76,561
Subtotal Field Expenditures	\$ 98,690	\$ 149,151	\$ 113,937	\$ 28,983	\$ -	\$ 390,761							
Security Gate Service Expenditures													
Security (DML)	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,000
Security-Roving Guard	-	-	-	-	-	-	-	-	-	-	-	-	-
Enhanced Security	-	-	-	-	-	-	-	-	-	-	-	-	-
Transponders	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	2,000	2,000	2,000	2,000	-	-	-	-	-	-	-	-	8,000
Gate Repairs and Maintenance	1,963	2,149	3,892	2,801	-	-	-	-	-	-	-	-	10,804
Building Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	266	277	271	-	-	-	-	-	-	-	-	-	814
Water	34	35	39	-	-	-	-	-	-	-	-	-	108
Phone and Internet Service	397	397	417	422	-	-	-	-	-	-	-	-	1,634
Computer, Equipment and Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services	50	50	50	50	-	-	-	-	-	-	-	-	200
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Security Gate Service Expenditures	\$ 16,211	\$ 16,408	\$ 18,168	\$ 16,773	\$ -	\$ 67,560							

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540
Club Exterior Camera Monitoring	720	720	720	-	-	-	-	-	-	-	-	-	2,160
Pool Monitoring	995	995	995	995	-	-	-	-	-	-	-	-	3,980
Security - Roving Guard	-	555	150	-	-	-	-	-	-	-	-	-	705
Air Conditioning Maint Contract and Repairs	606	1,140	490	490	-	-	-	-	-	-	-	-	2,726
Fitness Equipment Maintenance and Repairs	513	905	190	1,079	-	-	-	-	-	-	-	-	2,687
Electric	2,784	2,050	3,024	-	-	-	-	-	-	-	-	-	7,859
Property Insurance	50,824	-	-	-	-	-	-	-	-	-	-	-	50,824
Flood Insurance	18,760	-	-	-	-	-	-	-	-	-	-	-	18,760
Janitorial Maintenance	5,050	5,050	5,050	5,050	-	-	-	-	-	-	-	-	20,200
Janitorial Supplies	758	334	106	800	-	-	-	-	-	-	-	-	1,997
Landscape Maintenance	2,709	2,709	2,709	2,709	-	-	-	-	-	-	-	-	10,836
Landscape Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Equipment Maintenance	137	148	137	137	-	-	-	-	-	-	-	-	560
Management Fees	25,192	25,192	25,192	25,192	-	-	-	-	-	-	-	-	100,768
Office Supplies/Clubhouse Supplies	138	135	365	686	-	-	-	-	-	-	-	-	1,324
Pest Control	65	65	65	65	-	-	-	-	-	-	-	-	260
Pool and Spa Maintenance	3,500	3,500	3,500	3,500	-	-	-	-	-	-	-	-	14,000
Pool Repairs	16,048	6,625	3,576	-	-	-	-	-	-	-	-	-	26,249
Repairs and Maintenance	2,204	851	2,211	1,824	-	-	-	-	-	-	-	-	7,090
Special Events	14,141	11,161	8,915	5,547	-	-	-	-	-	-	-	-	39,764
Cable/Internet	417	376	652	440	-	-	-	-	-	-	-	-	1,885
Trash Collection	-	-	1,442	-	-	-	-	-	-	-	-	-	1,442
Water and Sewer	21,674	-	-	-	-	-	-	-	-	-	-	-	21,674
Window Cleaning/Pressure Cleaning	-	-	1,076	-	-	-	-	-	-	-	-	-	1,076
Holiday Decorations	14,620	-	6,756	6,649	-	-	-	-	-	-	-	-	28,025
Contingency	-	31,800	-	-	-	-	-	-	-	-	-	-	31,800
Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Clubhouse Expenditures	\$ 182,126	\$ 94,310	\$ 67,320	\$ 55,434	\$ -	\$ 399,190							
Total Operations & Maintenance	\$ 297,027	\$ 259,869	\$ 199,425	\$ 101,190	\$ -	\$ 857,511							
Total Expenditures	\$ 329,167	\$ 271,492	\$ 206,858	\$ 108,991	\$ -	\$ 916,508							
Excess (Deficiency) of Revenues over Expenditures	\$(322,070)	\$(7,717)	\$1,140,392	\$(48,141)	\$ -	\$ 762,465							
Net Change in Fund Balance	\$(322,070)	\$(7,717)	\$1,140,392	\$(48,141)	\$ -	\$ 762,465							

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)	-
Current Bonds Outstanding		\$17,218,000

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)	-
Current Bonds Outstanding		\$7,900,000

Total Current Bonds Outstanding	\$25,118,000
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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%	
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
TOTAL		\$ 4,097,934.65	\$ 162,255.35	\$ 39,357.49	\$ 4,413.52	\$ 3,900,735.33	\$ 1,637,745.64	\$ 1,261,635.08	\$ 1,001,354.62	\$ 3,900,735.34

91.09%	Percent Collected
\$ 400,795.57	Balance Remaining to Collect