All cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
Dear Board Members:

The regular meeting of the Board of Supervisors of the Harbor Bay Community Development District will be held on **Thursday, May 16, 2019 at 6:00 PM** at the MiraBay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **PRESENTATION OF AUDIENCE COMMENT FOLLOW-UP SHEET**
5. **CHAIRMAN’S PERSPECTIVE ON AGENDA ITEMS**
6. **BUSINESS ITEMS**
   A. Park Square
   B. Seawall
      i. Master Project
         a. Update on Potential Contractors
         b. Consideration of Proposals for Seawall Reconstruction Contract Not to Exceed ($650,000.00)
         c. Discussion of Bond Financing
         d. Discussion of Contract(s) for Remainder of Seawall Reconstruction
      ii. Emergency Repairs Status
   C. Upland Claims
   D. **Presentation of Proposed Budget for Fiscal Year 2019/2020**
      i. Consideration of Resolution 2019-06, Approving Proposed Budget and Setting the Public Hearing
   E. Major Project Update
      i. Cardno Managed
         a. Project tracker
         b. Pool landscape installation
      ii. Rizzetta Managed
         a. Project Tracker
         b. Painting of Buildings
         c. **Community Landscaping**
         d. Speeding
         e. Wolf Creek Sails
      iii. Written Update Only
         a. Software Management System
         b. Pool Bathroom Remodeling
         c. Street Signs
         d. Power Washing
         e. Pool Mooring Post Repair
         f. Warranty Inspections
F. Contracts ........................................................................................................................................ Tab 17
   i. Rizzetta
   ii. WTS
   iii. Landscaping

G. Network Management Plan ........................................................................................................ Tab 18

H. Workshop focus for June

I. Contract/Signature Authority ........................................................................................................ Tab 19

J. Discussion regarding District Website ADA Compliance ...................................................... Tab 20

K. Consideration of Repeal of Resolution 2010-02, Regarding Committees ................................................................. Tab 21
   i. Consideration of Resolution 2019-07, Repealing Resolution 2010-02 and Providing a Severability Clause ............. Tab 22

L. Authorization to Enter into Agreement Regarding Roadway Signage Located on Lands Not Yet Conveyed to the District

M. Consideration of Fitness Equipment Proposals ........................................................................ Tab 23

7. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION

   A. Consideration of the Amended Minutes of the Board of Supervisors’ Regular Meeting held on March 21, 2019........... Tab 24

   B. Consideration of Minutes of the Board of Supervisors’ Regular Meeting held on April 18, 2019 ................................. Tab 25

   C. Consideration of Minutes of the Board of Supervisors’ Workshop Meeting held on May 9, 2019 ................................ Tab 26

   D. Consideration of Operation & Maintenance Expenditures for April 2019 ................................................................. Tab 27

   E. Consideration of Operations & Maintenance Expenditure for April 2019– Reserve Fund .............................................. Tab 28

   F. Consideration of Operations & Maintenance Expenditures for April 2019– MiraBay Amenity Center ........................... Tab 29

   G. Consideration of Operations & Maintenance Expenditures for April 2019– Evergreen Fund ........................................ Tab 30

   H. Consideration of Master Project Requisitions #MP #147 - #148 & #149 - #151 ................................................................. Tab 31

   I. Consideration of Supplemental Project Requisition (if any)

   J. Presentation of Monthly Staff Report: MiraBay Club Manager ........ Tab 32

   K. Presentation of Monthly Staff Report: Club Director ........................................................................ Tab 33

   L. Dock and Boat Lift Approvals ................................................................................................ Tab 34

8. STAFF REPORTS

   A. District Counsel

   B. District Engineer

   C. District Manager

9. SUPERVISOR REQUESTS

10. AUDIENCE COMMENTS

11. ADJOURNMENT
We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact me at (813)533-2950.

Sincerely,

Joseph Roethke
Joseph Roethke
District Manager
Tab 1
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>COMMENT(S)</th>
<th>ACTION/RESPONSE</th>
<th>FOLLOW-UP REQUIRED</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/16/17</td>
<td>Request for Boat Show</td>
<td>If WTS decides to sponsor such an activity, they will work with District Counsel and others to implement.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2/21/19</td>
<td>Questions about pickleball courts</td>
<td>The Board will be reviewing pricing at a future meeting. Steve following up with Park Square on future development.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about clubhouse exterior painting</td>
<td>Board approved a NTE of $1,000 for a professional opinion on paint colors; Board to review and approve at a future meeting.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>10/19/17</td>
<td>Several comments regarding financial issues and potential special assessment</td>
<td>BOS approved $2 million special assessment</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>Establish a reserve or “sink hole” fund to repair/replace capital assets</td>
<td>Reserve study completed in 2014 and being updated in 2017. A reserve fund has already been established.</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>A local seawall firm is interested in RFP but hasn’t been contacted</td>
<td>Cardno to contact</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>Riprap can encourage algae bloom or red tide</td>
<td>In evaluating bids versus the “Evaluation Criteria” included in the RFP, the Board will consider this and other relevant issues.</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Concerns regarding palm tree diseases</td>
<td>LTK has been treating palms for diseases on a regular basis</td>
<td>NO</td>
<td>11/17/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Seawall weep hole maintenance</td>
<td>Engineer provided maintenance plan and will train on site staff</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Issues with pond maintenance</td>
<td>Cardno reviewing</td>
<td>NO</td>
<td>12/20/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Boat stickers</td>
<td>These are required per the Save the Manatee Agreement</td>
<td>NO</td>
<td>11/20/17</td>
</tr>
<tr>
<td>12/14/17</td>
<td>Request to look at additional vendors for community security</td>
<td>Staff is looking for other vendors and proposals will be presented at the next meeting</td>
<td>NO</td>
<td>12/14/17</td>
</tr>
<tr>
<td>1/18/18</td>
<td>Informed District staff that prior geotechnical reports regarding the pool crack should be available</td>
<td>DM sent report to Engineer</td>
<td>NO</td>
<td>1/18/18</td>
</tr>
<tr>
<td>2/8/18</td>
<td>Question about additional mangrove plantings</td>
<td>Developer not planting new mangroves at this time</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about Bay Estates Preserve gates</td>
<td>Gates are open for construction traffic</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Request to have call open during CDD meetings</td>
<td>WTS is not staffed during these hours</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about maintenance on pilings in canal restrictions</td>
<td>CDD will be budgeting for maintenance</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about boat size restrictions</td>
<td>Staff is responding to resident on limits</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about enterprise fund subsidizing</td>
<td>Board will be reviewing during budget process</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about mangrove trimming</td>
<td>District Engineer is reviewing</td>
<td>NO</td>
<td>1/17/19</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Issues with seawall erosion and landscape pest control</td>
<td>Steve reviewing with landscaper</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Question about home sizes to be built on developer lots</td>
<td>MARC guidelines are in place</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for better guard house upkeep</td>
<td>Staff will increase maintenance</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on use of consultants</td>
<td>Board will continue using consultants when needed</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on landscape issues</td>
<td>Board will prioritize landscaping renovations as funds are available.</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on speed bumps/radar cameras</td>
<td>Board will be researching pros/cons</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for additional pickleball courts</td>
<td>This will be considered if/when amenities are expanded expanded</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for additional CDD communication</td>
<td>This will be added to the next meeting agenda for further discussion.</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for replacement of playground shade structures</td>
<td>Proposals will be reviewed by the Board at the next meeting.</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>8/16/18</td>
<td>Questions regarding community security</td>
<td>The Board passed a motion to move forward with roving security.</td>
<td>NO</td>
<td>8/16/18</td>
</tr>
<tr>
<td>10/18/18</td>
<td>Questions regarding vessel registration fees</td>
<td>Chairman working on meeting with the Save the Manatee group to discuss the agreement.</td>
<td>NO</td>
<td>2/21/19</td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about boat ramp surface issues</td>
<td>Currently being addressed by Club Director and District Engineer</td>
<td>NO</td>
<td>3/21/19</td>
</tr>
</tbody>
</table>
Tab 2
Chairman’s Perspective on Agenda Decisions for 5-16-19

What follows is the Chairman’s perspective on what decisions need to be made at the meeting as well as any other relevant annotated notes.

1. Seawall
   a. Direct Staff on finalizing contract negotiations for one or more phases of the Master Project
   b. Direct Staff on how to proceed with contract negotiations with the “Miami contractors”
   c. Direct Staff on finalizing contract negotiations for an incremental $650,000 in seawall construction
   d. Determine which financing alternative(s) should be pursued and establish a time line for obtaining funding
   e. Status of emergency repairs
2. Seawall Upland Claims
   a. Consider settlement offers
3. Major Project Update
   a. Pool
      i. Review landscaping proposals and direct Staff on next steps
   b. Painting of buildings
      i. Direct Staff on what colors to utilize in painting the clubhouse and other District buildings
   c. Community landscaping
      i. If needed, direct Staff on which contractor to engage
      ii. Review time line for project initiation and completion
   d. Speeding
      i. Consider a Resolution governing a fact finding committee
      ii. Review key activities and associated time line supporting the education initiative
   e. Wolf Creek sails
      i. Direct Staff on which sail proposal to pursue
   f. Software management system
      i. Written update should review items delineated at the April Board meeting and in the associated email
   g. Pool bathrooms
      i. Written update should summarize time line for key milestones including project initiation and completion
   h. Street signs
      i. Written update should summarize which task will be handled by Staff as well as T-dates for start, major milestones and completion
i. Tiki Hut tables and grills
   i. T-date for installation of all grills and associated signs
   ii. T-date for announcing availability to the community
j. Power washing
   i. Review power washing schedule for the balance of the community
k. Pool mooring post repair
   i. Review timeline for repair and associated impact on pool usage
l. Warranty inspections
   i. When will inspections be conducted
   ii. What repairs were identified with the pool tower, stairs and slide

4. Contracts
   a. If needed, approve changes to Scope of Services or Request for Proposals for each contract
   b. Review process for identifying companies who might be interested in submitting responses to our request for proposals
   c. Review time line for key milestones associated with obtaining responses to each request for proposals

5. Network management plan
   a. Consider proposed network management plan At the April meeting, I believe Ryan and Rizzetta were going to propose the Board approve something along the lines of a network management plan. Adjust the wording of the Agenda and the Chairman’s Perspective to match what Ryan and Rizzetta wanted to present.

6. Resident communication
   a. What can be done to enhance the Board’s communication with residents
   b. How should the Board update the community on issues such as gate strikes, gate repairs, trespassing, project updates, etc.

7. Workshop
   a. Does the Board want to have a focused discussion on a particular topic at the upcoming workshop

8. Contract and signature authority
   a. Does the Board recommend any changes to the proposed contract and signature authority

9. Security system
   a. What, if any, additional actions should be undertaken to improve security within the community
Tab 3
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>5610 Skimmer Dr.</td>
<td>$15,525.00</td>
<td>Repaired</td>
<td>1/23/19 - resident sent intake form, needs to send insurance</td>
<td>3/8/19 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Williams</td>
<td>439 Mirabay Blvd.</td>
<td>$18,567.00</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>2/5/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Oliszewski</td>
<td>5705 Sea Turtle Pl.</td>
<td>$52,398.00</td>
<td>Section I - Priority A</td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Nicholson</td>
<td>432 Islebay Dr.</td>
<td>$11,150.00</td>
<td>Section I - Priority A</td>
<td>11/7/17 - requested homeowners' insurance from resident, resident will not submit homeowners' claim and they are named on the litigation</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Law</td>
<td>5720 Sea Turtle Pl.</td>
<td>$15,150.00</td>
<td>Emergency</td>
<td>11/15/17 - received intake form and insurance documents</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Lilly</td>
<td>435 Mirabay Blvd.</td>
<td>$14,973.00</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>4/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Warner</td>
<td>611 Islebay Dr.</td>
<td>$15,095.00</td>
<td>Section I - Priority B</td>
<td>2/19/18 - received intake form, requested insurance docs</td>
<td>4/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>McKelligott</td>
<td>433 Mirabay Blvd.</td>
<td>$15,955.00</td>
<td>Section I - Priority B</td>
<td>5/28/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident</td>
<td>5/6/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>O'Leary</td>
<td>450 Islebay Dr.</td>
<td>$11,625.00</td>
<td>Section I - Priority A</td>
<td>4/20/18 - resident sent intake form, but no insurance</td>
<td>5/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
</tr>
<tr>
<td>---------</td>
<td>---------------</td>
<td>--------------</td>
<td>-----------------------</td>
<td>--------------</td>
<td>-------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Kelly</td>
<td>511 Isleby Dr.</td>
<td>$23,600.00</td>
<td>Repaired</td>
<td>N/A</td>
<td>4/24/17 - revised settlement agreement sent to resident, have not received signed settlement agreement from resident. 1/18/18 - BOS directed staff to rescind settlement agreement 1/28/19 - re-sent rescind letter to resident</td>
<td>Resident - received letter to rescind offer, waiting on response</td>
</tr>
<tr>
<td>Nargi</td>
<td>5632 Skimmer Dr.</td>
<td></td>
<td>11/2/18 - resident sent intake form, needs to send insurance claim</td>
<td>3/26/19 - inspection completed, need to draft report</td>
<td>11/12/18 - received insurance, needs to update intake form 3/18/19 - resident sent updated intake form</td>
<td>Claims Adjuster - inspection scheduled for 5/7/19</td>
</tr>
<tr>
<td>Welch</td>
<td>413 Isleby Dr.</td>
<td></td>
<td>Repaired</td>
<td>N/A</td>
<td>3/22/19 - resident sent intake form, needs to send insurance 4/1/19 - resident sent insurance</td>
<td>Claims Adjuster - inspection scheduled for 5/7/19</td>
</tr>
<tr>
<td>Heinz</td>
<td>5731 Sea Turtle Pl.</td>
<td></td>
<td>4/21/19 - resident sent intake form but no insurance</td>
<td>N/A</td>
<td>3/26/19 - inspection completed, need to draft report</td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Lacey</td>
<td>5626 Skimmer Dr.</td>
<td></td>
<td>12/6/17 - sent intake form and protocol to resident 12/28/17 - sent request to resident for insurance docs</td>
<td>N/A</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
</tr>
<tr>
<td>Owens</td>
<td>5717 Sea Trout Pl.</td>
<td></td>
<td>8/21/17 - requested homeowners' insurance policy from resident 10/12/17 - sent follow-up to resident for insurance policy</td>
<td>N/A</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
</tr>
<tr>
<td>Pullara</td>
<td>5621 Skimmer Dr.</td>
<td></td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 8/22/18 - resident sent intake, needs to submit insurance</td>
<td>N/A</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
</tr>
<tr>
<td>Parry</td>
<td>5617 Seagrass Pl.</td>
<td></td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent updated intake form and protocol to the resident</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Kirbach</td>
<td>440 Isleby Dr.</td>
<td></td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Jaehne</td>
<td>509 Isleby Dr.</td>
<td></td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Baker</td>
<td>521 Isleby Dr.</td>
<td></td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Hess</td>
<td>617 Balibay Rd.</td>
<td></td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Weber</td>
<td>5628 Skimmer Dr.</td>
<td></td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Preston</td>
<td>5704 Sea Trout Pl.</td>
<td></td>
<td>11/15/17 - sent intake form and protocol to resident</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Cavin</td>
<td>601 Isleby Dr.</td>
<td></td>
<td>12/6/17 - sent intake form and protocol to resident</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Norstrom</td>
<td>5711 Sea Trout Pl.</td>
<td>$44,720.63</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Carter</td>
<td>513 Isleby Dr.</td>
<td>$23,600.00</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Goldstone</td>
<td>5714 Tortoise Pl.</td>
<td>$10,000.00</td>
<td>10/5 - requested homeowners' insurance claim from resident, resident responded with issues, email forwarded to MPD Legal 10/12 - sent follow-up to resident for insurance policy 10/16 - resident sent insurance documents 11/16 - BOS approved settlement of $10,000 11/21 - sent settlement agreement to resident 12/14 - settlement agreement signed 1/15 - all completed, check mailed to resident</td>
<td>4/26 - inspection report completed</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>Henley</td>
<td>5713 Tortoise Pl.</td>
<td>$27,600.00</td>
<td>9/28 - claim approved, awaiting signed settlement form from resident, 10/10 - agreement signed, waiting on signed requisition 11/2 - all completed, check mailed to resident</td>
<td>4/27 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Kayat</td>
<td>5725 Sea Trout Pl.</td>
<td>$9,650.00</td>
<td>8/21 - requested homeowners' insurance policy from resident 10/12 - sent another follow-up to resident for insurance policy 10/23 - resident sent insurance documents 11/16 - BOS approved settlement of $9,650 11/21 - sent settlement agreement to resident 12/14 - settlement agreement signed 1/15 - all completed, check mailed to resident</td>
<td>4/16 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Gibbons</td>
<td>5710 Sea Turtle Pl.</td>
<td>$30,867.00</td>
<td>8/23 - requested homeowners' insurance claim from resident, resident provided homeowners' insurance denial letter 10/12 - sent follow-up to resident for insurance policy 10/14 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/31 - settlement agreement signed 3/12 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
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<tr>
<td>Gao</td>
<td>5722 Tortoise Pl.</td>
<td>$10,750.00</td>
<td>8/21 - requested homeowners' insurance policy from resident 10/12 - sent follow-up to resident for insurance policy 10/13 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - sent settlement agreement to resident 1/18 - settlement agreement signed 2/16 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Lawson</td>
<td>523 Islebay Dr.</td>
<td>$32,794.00</td>
<td>10/12 - sent intake form and protocol to resident 10/14 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - sent settlement agreement to resident 1/23 - received incomplete settlement agreement 2/1 - settlement agreement fully executed 3/12 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Taylor</td>
<td>5713 Sea Trout Pl.</td>
<td>$11,150.00</td>
<td>10/30 - resident sent intake form and insurance documents 1/18 - settlement amount approved by the Board 1/23 - sent settlement agreement to the resident 1/28 - settlement agreement fully executed 3/23 - requisition signed 3/29 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
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<tr>
<td>Sheikh</td>
<td>5727 Sea Turtle Pl.</td>
<td>$10,600.00</td>
<td>10/23 - sent intake form and protocol to resident&lt;br&gt;11/7 - resident sent intake form but did not submit the complete insurance policy documents&lt;br&gt;11/17 - resident sent insurance documents&lt;br&gt;1/18 - settlement amount approved by the Board&lt;br&gt;1/23 - sent settlement agreement to resident&lt;br&gt;3/15 - settlement agreement fully executed&lt;br&gt;3/29 - requisition signed&lt;br&gt;4/4 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
<td></td>
<td>COMPLETED</td>
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<tr>
<td>Diana</td>
<td>527 Islebay Dr.</td>
<td>$49,835.00</td>
<td>8/21 - requested homeowners' insurance policy from resident&lt;br&gt;10/12 - sent follow-up to resident for insurance policy&lt;br&gt;10/23 - sent additional request to resident for insurance policy&lt;br&gt;1/18 - settlement amount approved by the Board&lt;br&gt;1/23 - sent settlement agreement to resident&lt;br&gt;3/26 - settlement agreement fully executed&lt;br&gt;4/27 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
<td></td>
<td>COMPLETED</td>
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<tr>
<td>Gao</td>
<td>526 Islebay Dr.</td>
<td>$12,000.00</td>
<td>11/7 - sent previous intake form and documents to counsel&lt;br&gt;12/28 - sent intake form and insurance docs to counsel&lt;br&gt;3/15 - Board approved settlement amount of $12,000&lt;br&gt;3/22 - sent settlement agreement to resident&lt;br&gt;4/16 - settlement agreement fully executed&lt;br&gt;5/10 - requisition signed&lt;br&gt;5/16 - all completed, check mailed to resident</td>
<td>1/10 - inspection report completed</td>
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<td>COMPLETED</td>
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<tr>
<td>Bennett</td>
<td>5611 Skimmer Dr.</td>
<td>$52,398.00</td>
<td>10/12 - received intake form and proposals from resident, requested insurance documents from resident&lt;br&gt;10/13 - resident sent insurance documents&lt;br&gt;12/14 - settlement amount approved by the Board&lt;br&gt;1/3 - sent settlement agreement to resident&lt;br&gt;3/15 - Board approved new settlement amount of $52,398&lt;br&gt;3/22 - sent settlement agreement to resident&lt;br&gt;5/14 - settlement agreement fully executed&lt;br&gt;6/18 - requisition signed&lt;br&gt;6/21 - all completed, check mailed to resident</td>
<td>11/7 - inspection report completed</td>
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<td>COMPLETED</td>
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<tr>
<td>Woodard</td>
<td>517 Islebay Dr.</td>
<td>$12,500.00</td>
<td>8/22 - requested homeowners' insurance claim from resident, resident will not submit homeowners’ claim&lt;br&gt;10/12 - sent follow-up to resident for insurance policy&lt;br&gt;10/20 - resident sent insurance documents&lt;br&gt;12/14 - settlement amount approved by the Board&lt;br&gt;1/3 - sent settlement agreement to resident&lt;br&gt;5/21 - sent updated settlement agreement to resident&lt;br&gt;5/25 - settlement agreement fully executed&lt;br&gt;6/18 - requisition signed&lt;br&gt;6/22 - all completed, check mailed to resident</td>
<td>11/7 - inspection report completed</td>
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<td>COMPLETED</td>
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<tr>
<td>Krumme</td>
<td>5624 Skimmer Dr.</td>
<td>$13,250.00</td>
<td>11/7 - sent previous intake form and documents to counsel&lt;br&gt;12/28 - sent letter to resident to use new protocol&lt;br&gt;1/23 - resident sent photos but no intake form or insurance&lt;br&gt;1/28 - resident sent intake form but no insurance docs&lt;br&gt;2/5 - resident sent insurance docs&lt;br&gt;2/22 - engineer inspection completed&lt;br&gt;3/27 - engineer inspection report completed&lt;br&gt;5/17 - settlement amount approved by the Board&lt;br&gt;5/21 - settlement agreement sent to resident&lt;br&gt;6/18 - settlement agreement fully executed&lt;br&gt;6/21 - requisition signed&lt;br&gt;6/26 - all completed, check mailed to resident</td>
<td>3/27 - inspection report completed</td>
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<td>COMPLETED</td>
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<td>Name</td>
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<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
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<tr>
<td>Bufkin</td>
<td>525 Islebay Dr.</td>
<td>$16,360.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>3/27 - inspection report completed</td>
<td>COMPLETED</td>
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<td>2/20 - resident sent intake form and insurance</td>
<td>2/27 - resident sent insurance docs</td>
<td>5/17 - settlement amount approved by the Board</td>
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<td>5/21 - settlement agreement sent to resident</td>
<td>6/18 - settlement agreement fully executed</td>
<td>6/26 - all completed, check mailed to resident</td>
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<tr>
<td>Hodgskin</td>
<td>5710 Tortoise Pl.</td>
<td>$12,325.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td>3/6 - received insurance</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
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<td></td>
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<td>3/12 - insurance docs insufficient, resident to send entire policy</td>
<td>4/22 - resident re-sent full insurance policy</td>
<td>6/21 - Board approved settlement offer</td>
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<td>3/22 - resident sent insurance docs</td>
<td>5/6 - engineer inspection report completed</td>
<td>7/12 - settlement agreement fully executed</td>
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<td>4/30 - engineer inspection report completed</td>
<td>6/21 - Board approved settlement offer</td>
<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Smolenski</td>
<td>539 Islebay Dr.</td>
<td>$12,325.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - resident sent insurance docs</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>1/17 - resident sent intake form, DM requested insurance</td>
<td>3/28 - resident sent insurance docs</td>
<td>5/6 - inspection report completed</td>
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<td>3/22 - resident sent insurance docs</td>
<td>6/21 - Board approved settlement offer</td>
<td>7/12 - settlement agreement fully executed</td>
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<td>5/6 - inspection report completed</td>
<td>6/21 - Board approved settlement offer</td>
<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Constantinou</td>
<td>5724 Sea Trout Pl.</td>
<td>$11,375.00</td>
<td>3/21 - sent intake form and protocol to resident</td>
<td>3/27 - resident sent intake form and photos, but no insurance</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>3/27 - resident sent insurance docs</td>
<td>5/6 - inspection report completed</td>
<td>6/21 - Board approved settlement offer</td>
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<td>5/6 - inspection report completed</td>
<td>6/21 - Board approved settlement offer</td>
<td>7/12 - settlement agreement fully executed</td>
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<td>5/6 - inspection report completed</td>
<td>7/19 - settlement agreement fully executed</td>
<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Stumpf</td>
<td>609 Islebay Dr.</td>
<td>$15,095.00</td>
<td>3/29 - resident sent intake form and insurance docs</td>
<td>5/6 - inspection report completed</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>6/21 - Board approved settlement offer</td>
<td>5/6 - inspection report completed</td>
<td>6/28 - sent settlement agreement to resident</td>
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<td>6/28 - sent settlement agreement to resident</td>
<td>7/19 - settlement agreement fully executed</td>
<td>8/23 - all completed, check mailed to resident</td>
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<tr>
<td>Rybak</td>
<td>430 Islebay Dr.</td>
<td>$16,500.00</td>
<td>8/21 - requested homeowners’ insurance claim from resident</td>
<td>10/4 - followed up with resident for insurance information</td>
<td>4/20 - inspection report completed</td>
<td>COMPLETED</td>
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<td>10/12 - sent another follow-up to resident for insurance policy</td>
<td>10/24 - resident sent incomplete insurance documents</td>
<td>4/20 - inspection report completed</td>
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<td>11/21 - received insurance documents from resident</td>
<td>2/8 - BOS approved settlement of $16,500</td>
<td>5/6 - inspection report completed</td>
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<td>3/6 - sent settlement agreement to resident</td>
<td>5/31 - sent updated settlement agreement to resident</td>
<td>6/26 - all completed, check mailed to resident</td>
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<td>5/31 - sent updated settlement agreement to resident</td>
<td>7/27 - settlement agreement fully executed</td>
<td>8/23 - all completed, check mailed to resident</td>
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<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>O'Connell</td>
<td>5719 Sea Turtle Pl.</td>
<td>$13,575.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>3/22 - resident sent insufficient insurance docs</td>
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<td>3/23 - resident sent full insurance policy</td>
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<td>5/6 - engineer inspection report completed</td>
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<td>7/19 - Board approved settlement offer</td>
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<td>7/25 - sent settlement agreement to resident</td>
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<td>7/31 - settlement agreement fully executed</td>
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<td></td>
<td>8/31 - all completed, check mailed to resident</td>
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<tr>
<td>Collins</td>
<td>437 Mirabay Blvd.</td>
<td>$20,393.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
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<td>12/28 - sent letter to resident to use new protocol</td>
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<td>2/19 - received intake form but no insurance</td>
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<td>3/7 - sent insurance policy to upland counsel</td>
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<td>4/30 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
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<td>6/28 - sent settlement agreement to resident</td>
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<td>8/15 - settlement agreement fully executed</td>
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<td>8/30 - all completed, check mailed to resident</td>
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<tr>
<td>Cyhaniuk</td>
<td>5701 Tortoise Pl.</td>
<td>$20,075.00</td>
<td>3/2/18 - received intake form and insurance docs</td>
<td>4/30/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>3/12/18 - insurance incomplete, resident to send entire policy</td>
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<td>3/15/18 - received full policy and photos from resident</td>
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<td>4/30/18 - engineer inspection report completed</td>
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<td>7/19/18 - Board approved settlement offer</td>
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<td>7/25/18 - sent settlement agreement to resident</td>
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<td>9/5/18 - settlement agreement fully executed</td>
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<td>9/25 - all completed, check mailed to resident</td>
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<tr>
<td>Shanberg</td>
<td>5715 Sea Trout Pl.</td>
<td>$16,846.00</td>
<td>Repaired</td>
<td>5/3/18 - resident sent intake form, but no insurance</td>
<td>5/30/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>5/7/18 - resident sent insurance and photos</td>
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<td>5/30/18 - engineer inspection report completed</td>
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<td>6/15/18 - Board approved settlement offer</td>
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<td>7/25/18 - sent settlement agreement to resident</td>
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<td>9/5/18 - settlement agreement fully executed</td>
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<td>9/25 - all completed, check mailed to resident</td>
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<tr>
<td>Sardino</td>
<td>5608 Skimmer Dr.</td>
<td>$12,325.00</td>
<td>Repaired</td>
<td>6/7/18 - resident submitted intake form but insurance documentation was insufficient</td>
<td>7/2/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>6/13/18 - resident sent insurance docs</td>
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<td>7/2/18 - engineer inspection report completed</td>
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<td>8/16/18 - Board approved settlement offer</td>
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<td>8/20/18 - sent settlement agreement to resident</td>
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<td>9/21/18 - settlement agreement fully executed</td>
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<td>10/10/18 - all completed, check mailed to resident</td>
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<tr>
<td>Smith</td>
<td>429 Mirabay Blvd.</td>
<td>$21,104.00</td>
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<td>7/25/18 - resident sent intake form but no insurance docs</td>
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<td>8/14/18 - resident sent insurance docs</td>
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<td>11/15/18 - Board approved settlement offer</td>
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<td>11/20/18 - settlement agreement sent to resident</td>
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<td>12/18/18 - settlement agreement fully executed</td>
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<td>1/11/19 - all completed, check mailed to resident</td>
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<tr>
<td>Cirillo</td>
<td>(Foresman/ Roberts)</td>
<td>$18,199.00</td>
<td>Section I - Priority B</td>
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<td>10/18/18 - settlement amount approved by the Board</td>
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<td>10/23/18 - sent settlement agreement to resident</td>
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<td></td>
<td>11/20/18 - sent new settlement agreement to new residents</td>
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<td></td>
<td>1/11/19 - all completed, check mailed to resident</td>
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<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Status Details</td>
<td>District Engineer Inspection Status</td>
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<td>Miller</td>
<td>5705 Tortoise Pl.</td>
<td>$19,021.00</td>
<td>Repaired</td>
<td>7/31/18 - resident sent intake form but incomplete insurance policy&lt;br&gt;10/18/18 - settlement amount approved by the Board&lt;br&gt;10/23/18 - sent settlement agreement to resident&lt;br&gt;1/19/19 - settlement agreement fully executed&lt;br&gt;1/28/19 - all completed, check mailed to resident</td>
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<td>Lamardo</td>
<td>5703 Tortoise Pl.</td>
<td>$52,819.00</td>
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<td>5/25/18 - resident submitted intake form and insurance documents&lt;br&gt;7/2/18 - engineer inspection report completed&lt;br&gt;8/16/18 - Board approved settlement offer&lt;br&gt;8/20/18 - resident to confirm ownership of property&lt;br&gt;8/27/18 - sent settlement agreement to resident&lt;br&gt;11/15/18 - Board approved new settlement offer&lt;br&gt;11/20/18 - sent new settlement agreement to resident&lt;br&gt;1/15/19 - settlement agreement fully executed&lt;br&gt;1/28/19 - all completed, check mailed to resident</td>
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<td>Vickers</td>
<td>415 Islebay Dr.</td>
<td>$57,834.00</td>
<td>Repaired</td>
<td>10/12/17 - received intake form from resident, requested proposals and insurance documents from resident&lt;br&gt;6/14/18 - resident sent incomplete insurance policy&lt;br&gt;7/31/18 - resident sent full insurance policy&lt;br&gt;11/15/18 - Board approved settlement offer&lt;br&gt;11/20/18 - sent settlement agreement to resident&lt;br&gt;1/15/19 - settlement agreement fully executed&lt;br&gt;1/28/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
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<td>Keener</td>
<td>5723 Tortoise Pl.</td>
<td>$25,814.00</td>
<td>Repaired</td>
<td>4/13/18 - sent intake form and protocol to resident&lt;br&gt;4/16/18 - resident sent intake form but no insurance docs&lt;br&gt;9/17/18 - resident sent incomplete insurance docs&lt;br&gt;9/20/18 - resident sent full insurance policy&lt;br&gt;1/17/19 - Board approved settlement offer&lt;br&gt;1/25/19 - settlement agreement sent to resident&lt;br&gt;2/6/19 - settlement agreement fully executed&lt;br&gt;2/13/19 - requisition signed&lt;br&gt;2/14/19 - all completed, check mailed to resident</td>
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<td>Lane</td>
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<td>$0.00</td>
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<td>11/7/18 - resident sent intake form, needs to send insurance&lt;br&gt;12/14/18 - resident sent insurance docs&lt;br&gt;2/6/19 - engineer inspection report completed&lt;br&gt;2/21/19 - Board approved no settlement amount</td>
<td>2/6/19 - inspection report completed</td>
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<td>5725 Sea Turtle Pl.</td>
<td>$14,853.00</td>
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<td>Whetzel</td>
<td>5614 Skimmer Dr.</td>
<td>$15,825.00</td>
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<tr>
<td>Winegrad</td>
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<td>2/6/19 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Name</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<td>GRAND TOTAL</td>
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Harbor Bay
Community Development District

harborgaycdd.org

Proposed Budget for Fiscal Year 2019/2020

Presented by: Rizzetta & Company, Inc.

9428 Camden Field Parkway
Riverview, Florida 33578
Phone: 813-533-2950

rizzetta.com
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<td>Reserve Fund Budget Account Category Descriptions</td>
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<td>Debt Service Fund Budget Account Category Descriptions</td>
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<td>General Fund Budget for Fiscal Year 2019/2020</td>
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<td>Reserve Fund for Fiscal Year 2019/2020</td>
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<td>Seawall Fund for Fiscal Year 2019/2020</td>
<td>12</td>
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<td>Enterprise Fund for Fiscal Year 2019/2020</td>
<td>13</td>
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<td>Evergreen Fund for Fiscal Year 2019/2020</td>
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<td>Debt Service Fund Budget for Fiscal Year 2019/2020</td>
<td>16</td>
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<tr>
<td>Assessments Charts for Fiscal Year 2019/2020</td>
<td>17</td>
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</table>
The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

**REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County’s Tax Roll, to be collected with the County’s Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

**EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of $200.00 maximum per meeting within an annual cap of $4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District’s day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District’s engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District’s Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee’s Fees:** The District will incur annual trustee’s fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District’s debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District’s financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond
proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District’s legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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**EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.
Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District’s boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.
Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer’s portion of employment taxes such as FICA etc.

Employee - Workers’ Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.
Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse.

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget.

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment.

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.
RESERVE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County’s Tax Roll, to be collected with the County’s Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.
DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.
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<td>17 Off Roll*</td>
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<td>31 TOTAL REVENUES</td>
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<td>$ 4,020,771</td>
<td>$ 4,035,612</td>
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<td>$ 649,975</td>
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Proposed Budget
Harbor Bay Community Development District
General Fund
Fiscal Year 2019/2020
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**Contingency for County TRIM Notice**

**TOTAL EXPENDITURES**

$1,468,519 $2,820,752 $3,385,637 $564,885 $3,377,737 (7,900)

**EXCESS OF REVENUES OVER EXPENDITURES**

$2,552,252 $1,214,860 - $1,214,860 - -
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### Proposed Budget

**Harbor Bay Community Development District**

**Enterprise Fund**

**Fiscal Year 2019/2020**

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<td>4. <strong>Cost of Goods</strong></td>
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Proposed Budget
Harbor Bay Community Development District
Enterprise Fund
Fiscal Year 2019/2020
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<td>$938,484.56</td>
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Hillsborough County Collection (2%) and Early payment Discounts (4) 6.0%

Gross assessments $1,329,818.21

**Notes:**
Tax Roll Collection Costs and Early Payment Discount is 6% of Tax Roll. Budgeted net tax roll assessments. See Assessment Table.

(1) Maximum Annual Debt Service less Prepaid Assessments received
## Harbor Bay Community Development District

**FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

### 2019/2020 O&M Budget
- $5,999,247.00

### Collection Cost @ 2%
- $127,643.55

### Early Payment Discount @4%
- $255,287.11

### 2019/2020 Total:
- $6,382,177.66

### 2018/2019 O&M Budget
- $4,403,637.00

### Total Difference:
- $1,595,610.00

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<th>PER UNIT ANNUAL ASSESSMENT</th>
<th>Proposed Increase / Decrease</th>
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<tr>
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Harbor Bay Community Development District

FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

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(1) Second installment of the Seawall Stabilization Assessment to be used for the stabilization of the seawall, either through payment of construction costs or debt service on bonds issued for the same.
19

HARBOR BAY

FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE
ADMINISTRATIVE & SEAWALL MISC. BUDGET
COLLECTION COSTS @
2.0%
EARLY PAYMENT DISCOUNT @ 4.0%
TOTAL ADMIN ASSESSMENT
6.0%

UNITS ASSESSED (1)

LUPRODUCT TYPEPARCEL O&M
0
1
TH
5B
36
1
TH
3
120
1
TH
4&6
95
2
Villas
7
142
2
Villas
8A & B
180
2
Villas
21A
134
5
50'
22
45
6
60'
9
8
6
60'
10
10
6
60'
11
27
6
60'
17
61
6
60'
18
8
6
60'
22
38
6
60'
12C
48
6
60'
18
34
7
70'
9
5
7
70'
10
19
7
70'
11
31
7
70'
12B
38
7
70'
18
50
8
80'
9
4
8
80'
11
18
8
80'
12A
20
8
80'
16A
36
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80'
8A & B
13
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80'
13
49
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80'
14
73
8
80'
16B
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19A
49
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80'
19B
47
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101
105
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15
29
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15
17
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20
44
COMM
1 &2
22.4
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1686.4

2002A

DEBT

DEBT EAU FACTOR ADMIN UNITS

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10
27
60
8

5
19
31
38
50
4
18
19
36

29

362

38
48
34

13
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18
20
36
13
49
73
31
49
47
105
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17
44
22.4

1317.4

FIELD BUDGET
COLLECTION COSTS @
EARLY PAYMENT DISCOUNT @
TOTAL FIELD ASSESSMENT

$24,266.30
$48,532.60
$1,213,314.89

ALLOCATION OF ADMIN O&M ASSESSMENT
TOTAL
% TOTAL
ADMIN

2001A

36
120
95
141
180
132
45

$1,140,516.00

$3,108,381.00
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4.0%
6.0%

ALLOCATION OF FIELD O&M ASSESSMENT
TOTAL
% TOTAL
FIELD

ADMIN

STREET LIGHT BUDGET
COLLECTION COSTS @
EARLY PAYMENT DISCOUNT @
TOTAL STREET LIGHT ASSESSMENT

$66,135.77
$132,271.53
$3,306,788.30

FIELD

STREET

$154,740.00
2.0%
4.0%
$0

SEAWALL RECONSTRUCTION BUDGET
COLLECTION COSTS @
2.0%
EARLY PAYMENT DISCOUNT 4.0%
TOTAL ADMIN ASSESSMENT 6.0%

$3,292.34
$6,584.68
$164,617.02

ALLOCATION OF STREET LIGHT ASSESSMENT
TOTAL
% TOTAL STREET LIGHT

STREET LIGHT

$1,595,610.00
$33,949.15
$67,898.30
$1,697,457.45

ALLOCATION OF SEAWALL RECONSTRUCTION ASSESSMENT
SEAWALL
TOTAL
% TOTAL
SEAWALL
SEAWALL

EAU's

EAU's

PER PARCEL

PER LOT

FIELD UNITS

EAU's

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PER PARCEL

PER LOT

LIGHT UNITS

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EAU's

PER PARCEL

PER LOT

UNITS

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PER PARCEL

PER LOT

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4.38%
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$5,797.53
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$34,785.20
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$26,209.68
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$17,573.60
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$98,682.51
$41,906.27
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$3,306,788.30

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$164,617.02

1004.55

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$1,697,457.45

LESS: Hillsborough County Collection Costs (2%) and Early Payment Discount (4%)
Net Revenue to be Collected

($72,798.89)

($198,407.30)

($9,877.02)

($101,847.45)

$1,140,516.00

$3,108,381.00

$154,740.00

$1,595,610.00


(3) Annual assessment that will appear on November 2019 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.
(4) Second installment of the Seawall Stabilization Assessment to be used for the stabilization of the seawall, either through payment of construction costs or debt service on bonds issued for the same

O&M
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$1,168.37
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$4,673.51
$2,717.59

PER LOT ANNUAL ASSESSMENT
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(4
(2) (4)
SERVICE (2) (4)
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TOTAL (3)
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Tab 5
RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“Board”) of the Harbor Bay Community Development District (“District”) prior to June 15, 2019, the proposed budgets (“Proposed Budgets”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“Fiscal Year 2019/2020”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “Services”) set forth in the Proposed Budgets by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“Assessments”), as set forth in the preliminary assessment roll included within the Proposed Budgets; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budgets, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budgets; and

WHEREAS, the Board has considered the Proposed Budgets, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGETS APPROVED. The Proposed Budgets prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as Exhibit A are hereby approved as the basis for conducting a public hearing to adopt said Proposed Budgets.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budgets. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budgets and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “District’s Office,” c/o Rizzetta & Company, 9428 Camden Field Parkway, Riverview, Florida 33578, Phone: (813) 533-2950. The
Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budgets and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes, or, alternatively, in one or more installments pursuant to a bill issued by the District in November of 2019, and pursuant to Chapter 170, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budgets and the Assessments are hereby declared and set for the following date, hour and location:

   DATE: August 15, 2019
   HOUR: 6:00 P.M.
   LOCATION: Mirabay Clubhouse
              107 Manns Harbor Drive
              Apollo Beach, FL 33572

4. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budgets to Hillsborough County at least sixty (60) days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGETS. In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the approved Proposed Budgets on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two (2) weeks in a newspaper of general circulation published in Hillsborough County. Additionally, notice of the public hearings shall be published in the manner prescribed by Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED THIS 16th DAY OF MAY, 2019.

ATTEST: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

__________________________  By: __________________________
Asst. Secretary Its: Chairman
Tab 6
<table>
<thead>
<tr>
<th>Project</th>
<th>Cardno Project Manager</th>
<th>Task</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boat Ramp Repair</td>
<td>Chris Gamache</td>
<td>Board Approved Proposal. Contract Pending</td>
<td>In-Progress</td>
<td>6/15/2019</td>
</tr>
<tr>
<td>Pool Project</td>
<td>Greg Woodcock</td>
<td>Health Department Punchlist - GB Collins is lead - Working with CDD staff to obtain proposals for signage and gate installation at slide entrance.</td>
<td>In-Progress</td>
<td>6/30/2019</td>
</tr>
<tr>
<td>Pool Retaining Wall Repair</td>
<td>Chris Gamache</td>
<td>Proposal Approved by board. Working with HGS on contract. Design is in progress</td>
<td>In-Progress</td>
<td>10/1/2019</td>
</tr>
<tr>
<td>Pool Audio Enhancement</td>
<td>Greg Woodcock</td>
<td>Cardno provided proposal for audio design at the January meeting and this items was postponed to a future date by the board</td>
<td>On-Hold</td>
<td></td>
</tr>
<tr>
<td>Canin Pool Area Enhancement Plan</td>
<td>Greg Woodcock</td>
<td>Canin to present final plan with Cost Estimates to the board at the March meeting</td>
<td>On Hold</td>
<td></td>
</tr>
<tr>
<td>Dockers Expansion</td>
<td>Greg Woodcock</td>
<td>Cardno working with Park Square regarding design fee and programing</td>
<td>on-going</td>
<td>6/18/2019</td>
</tr>
<tr>
<td>Pickleball Courts</td>
<td>Greg Woodcock</td>
<td>Estimate of Probable costs to be presented at the March meeting.</td>
<td>Future</td>
<td></td>
</tr>
<tr>
<td>Road Signage Compliance Report</td>
<td>Greg Woodcock</td>
<td>Obtaining proposals for signage relocations</td>
<td>In-progress</td>
<td>6/5/2019</td>
</tr>
</tbody>
</table>
Tab 7
TO:    Board of Supervisors (“Board”)
        Harbor Bay Community Development District (“District”)
FROM: Cardno
DATE: May 9, 2019
RE: Pool Landscape

Pool Landscape Update

Cardno is working with CDS to obtain a proposal for the planters in the front of the pool. Cardno is working with staff for recommendation on plantings in the bowls for the upfront planters.

The two planter removals at the end of the pool will be done with the pool retaining wall repair. Cardno is working with Hecker to provide a proposal. Brick pavers will be required to be removed and replaced with the retaining wall repair. We will complete these projects together to eliminate the need to restore this area two times.
Agenda Request

TO: Board of Supervisors (“Board”)
Harbor Bay Community Development District (“District”)

FROM: Ryan Wick

DATE: May 8, 2019

RE: Pool planter maintenance

ISSUE:
As presented in the March 21 2019 agenda packet on Tab-9, Canin recommended that the district repair/modify our palm planters around the pool area.

Looking at these planters, I believe we are overdue on maintenance and will only find ourselves in a worse situation if we ignore this item. I would like to see the district maintain our assets properly as well as maintain consistent aesthetics.

COST ESTIMATE:
The Canin proposal estimated this cost to be $48,000 to repair all 13 or the concrete planters.

MOTION:
Motion to approve a not to exceed amount for the repair of 13 palm tree planters around the pool, allowing staff to seek proposals and select a cost effective and high quality solution.

ATTACHMENTS:
- Attached are pictures of the planters current conditions.
Tab 8
<table>
<thead>
<tr>
<th>Project Type</th>
<th>Start Date</th>
<th>End Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admiral Pointe - Truncated Dome Tactile Strip</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>ADA Sidewalk transition in process</td>
</tr>
<tr>
<td>Barnacle scraping</td>
<td>1st Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>All completed other than boat ramp, which is pending engineer input</td>
</tr>
<tr>
<td>Equipment - Freezer</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Freezer on order</td>
</tr>
<tr>
<td>Flooring - Dockers Kid's Floor</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>Out for bid</td>
</tr>
<tr>
<td>Flooring - Sauna</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Flooring - Office / Stairwell</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>Pending</td>
</tr>
<tr>
<td>Flooring - Yoga Room</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Refinishing</td>
</tr>
<tr>
<td>Grounds - Power washing</td>
<td>ongoing</td>
<td>ongoing</td>
<td>Admiral Pointe, Wolf Creek and Landing Park complete, tennis and basketball court area next</td>
</tr>
<tr>
<td>Grounds - Sidewalk repairs</td>
<td>2nd Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>Full inspection is complete; sourcing vendors</td>
</tr>
<tr>
<td>Lighting - Bridge</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>in process</td>
</tr>
<tr>
<td>Lighting - Walkways</td>
<td>4th Qtr. 2018</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Lighting - Wall lights</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>in process</td>
</tr>
<tr>
<td>Painting - Parking lot / curb</td>
<td>1st Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Complete</td>
</tr>
<tr>
<td>Painting - Dock Lights</td>
<td>2nd Qtr. 2019</td>
<td>3rd Qtr. 2019</td>
<td>in process</td>
</tr>
<tr>
<td>Paving - Landscape</td>
<td>2nd Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>Sourcing vendors</td>
</tr>
<tr>
<td>Playground equipment</td>
<td>1st Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Safety modifications recommended; Wolf Creek Park bench replacement parts on order.</td>
</tr>
<tr>
<td>Pool Furniture Wax</td>
<td>2nd Qtr. 2019</td>
<td>ongoing</td>
<td>Waxing of pool furniture</td>
</tr>
<tr>
<td>Shade Sales</td>
<td>1st Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>Sourcing vendors</td>
</tr>
<tr>
<td>Tennis Court Fence</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>Bottom bar in process</td>
</tr>
<tr>
<td>Tiki Tables &amp; Grills install</td>
<td>7/11/1905</td>
<td>3rd Qtr. 2019</td>
<td>Tables complete, grills and signs pending</td>
</tr>
</tbody>
</table>

If further information is needed, contact clubdirector@mirabayclub.com

Revised 5/9/2019
Tab 9
Tab 10
May 9, 2019

MiraBay CDD  
200 MiraBay Blvd  
Apollo Beach, FL 33572

Re: Proposal for MiraBay CDD – Community Enhancement

Dear Mr. Toborg:

Capital Land Management is pleased to provide a proposal for our Envisioning Package for MiraBay CDD. Scope of services shall be limited to areas shown in Exhibit “A” last page. Our services shall consist of a graphics package to better assist in conveying the design intent. Please see our list of services for a further breakdown of the tasks that will be performed.

Thank you in advance, for the opportunity to work on your project.

Sincerely,

Stanley Hinde  
Project Manager  
Design-Build Division
Project Information:
• Scope of Services and Fees are based on one complete set of documents for Hardscape and Landscape improvements for the completed project. If the Client revises the pre-defined site program or site plan, fees will be adjusted accordingly.
• The project is being designed to meet and/or exceed approved Code Minimum Landscape Plans and shall be in addition to the Code required landscape in order to satisfy the landscape design standards. Any revisions to the site plan after Landscape Plan production may require a plan amendment, and is not included in this proposal.
• Should environmental permitting be required, the client is responsible for permitting and mitigation.
• No Surveying, layout, and/or staking is included in this proposal.

Services:
A. Envisioning Package:
Capital Land Management will provide an 11”x17” book representative of the overall community design and theme for final approval prior to commencement of construction plans. A custom Envisioning Package may include, but not be limited to: Rendered landscape concepts, Material Options, Conceptual Plant list with photo representation and any additional marketing material deemed necessary by Capital Land Management to properly convey the overall design intent.

B. Reimbursable Expenses:
Expenses for reproduction services, overnight delivery & courier fees shall be billed as noted.

FEE STRUCTURE:

<table>
<thead>
<tr>
<th>ITEM:</th>
<th>SERVICE:</th>
<th>STRUCTURE:</th>
<th>FEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Envisioning Package</td>
<td>Fixed</td>
<td>$5,000</td>
</tr>
<tr>
<td>B.</td>
<td>Reimbursable Expenses (Cost + 10%)</td>
<td>Estimate</td>
<td>$250</td>
</tr>
</tbody>
</table>
Payment Terms:

**FEE CREDIT** – Upon installation of landscape by Capital Land Management for the above referenced design, Capital Land Management will provide a credit for the Envisioning Package in the sum of $5,000. Credit will be applied towards material and installation fees.

**DUE** – Fees for work are due and payable at the immediate conclusion of the proposed work and in no event later than 30 days from invoice date. Failure to comply with these payment terms will constitute a breach of contract and Capital Land Management may, at its discretion, pursue any appropriate remedy to recover all or any deficits remaining of the above mentioned fees and other sums, plus interest calculated at 18% annum.

We would like to thank you for the opportunity to quote this project. If you have any questions please call us.

Kindest Regards,

Stanley Hinde

Stanley Hinde
Capital Land Management Corp.

By signing this agreement in the space provided below, Client and Capital Land Management hereby represents and warrants to the other that it has full power and authority to enter the terms of this agreement and this agreement is legally binding obligation of Client and Contractor, as applicable

<table>
<thead>
<tr>
<th>Capital Land Management</th>
<th>MiraBay CDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ____________________</td>
<td>By: ____________</td>
</tr>
<tr>
<td>Name: __________________</td>
<td>Name: __________</td>
</tr>
<tr>
<td>Date: _________________</td>
<td>Title: ______________</td>
</tr>
<tr>
<td></td>
<td>Date: ______________</td>
</tr>
</tbody>
</table>

By: ______________________  By: ______________________
Name: ____________________  Name: ____________________
Date: _____________________  Title: ____________________
MEMORANDUM

TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Michael Rodriguez      DATE: May 14, 2019      RE: Landscaping Discussion Items

-Bushes adjacent to Club.
-Too high-over 5 ft.
-Trim to provide visibility.

-Bushes in front of Club.
-Set standard height for bushes.
-No overhanging vegetation on sidewalks.
-4 ft - trim to provide visibility.
-Bushes adjacent to Club.
-Over 5 ft...visibility problem.

-Bushes adjacent to pool/iron fence.
-Need trimming (3rd rail).
-Bushes at Welcome Center parking.
  -Height/safety concern – 4 ft.
  -Trim to improve visibility.

-Height/safety concern- 4 ft.
-Trim to improve visibility.
-Manns Harbor Bridge.
-Lower plants for better view of water.
-These type of plants on bridges - 3-4 ft.

-Manns Harbor Bridge.
-Lower plants for better view of water.

-Weeds under bridge.
-Manns Harbor Bridge.
-Lower plants for better view of water.
- Establish standard heights.

- Entrance.
- Manicuring uniformity.
-Entrance.
-Southbound 41 traffic can’t see Mirabay sign until 3 car lengths out.

-Entrance.
-Similar issue with north bound traffic.
North bound entrance.

South bound entrance.
- Mirabay gatehouse.
- Cut plants down to trim...set standards.
-End of Balibay.
-Area where trees were knocked down.
- End of Balibay.
- Vegetation to hide boat lift.
- Hurricane blew down previous vegetation.

- Boat lift.
- Mangrove trimming?
- Boat lift.
- Cut back plants of sidewalk.
- Boat lift.
- Evergreen Agreement?
- End of Balibay.
- Cut away vegetation from utility boxes.
- End of Balibay.
- Fill in area with no vegetation.
- Landing Park.
- Maintain “jungle” look or cut back?

- Admiral’s Point
- Dead palm near 5117.
- Depending on the type of plant and location, plants should generally be no more than 2.5 feet high.
- Monuments... do we want to have vegetation around/near them or keep area around them clear?
- If we do have vegetation around monuments, the vegetation must be kept several inches away from them.

**Other notes and thoughts**

-Park Square.
-Nice look.
TO: Board of Supervisors (“Board”)
      Harbor Bay Community Development District (“District”)
FROM: Club Director
DATE: May 9, 2019
RE: Software Management System Update

The FMX software management system for digital maintenance tracking agreement has been signed; kick-off meeting and team training to be held in May.
Tab 12
TO: Board of Supervisors ("Board")
    Harbor Bay Community Development District ("District")

FROM: Cardno

DATE: May 9, 2019

RE: Pool Bathroom

Pool Bathroom Remodeling

Cardno has received a revised proposal from CDS. Cardno has reviewed the scope and is working with Ryan to review and verify the items to be removed from his written scope provided at a previous meeting.
Tab 13
TO: Board of Supervisors ("Board")
    Harbor Bay Community Development District ("District")

FROM: Cardno

DATE: May 9, 2019

RE: Street Signs

Street Signs

Cardno is working to obtain proposals for the sign relocations (horizontal relocations). District staff will be making the required modifications to the signs that need to be adjusted vertically. Proposal are due next Thursday for sign relocations.
Tab 14
- White – to be completed next
- Yellow – most recently completed
Tab 15
Pool Mooring Post Repair

Contract with Hecker is in place. Hecker’s engineer is working on the design plans for the repair. Once the design is complete, Cardno will review the design and submit for permits. Once permits are obtained, construction will begin.
Tab 16
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Cardno

DATE: May 9, 2019

RE: Warrant Inspections

Warranty Inspections

Inspections are complete for the pool tower and slide. Tower contractor to install missing trim and two vents.

Slide contractor to repair fiberglass at lower end of slide and provide a proposal for ongoing maintenance.

Paving project was completed in August. Cardno roadway group to inspect next week and prepare punch list. Meeting with contractor to be scheduled if needed after inspection.
Tab 17
To: Board
From: Paul Curley
Subject: District and Amenity Management Proposals

In evaluating Rizzetta and WTS versus alternative management companies, I believe we should focus on Best Practices these companies have brought to communities they serve already. Supervisors typically have never had responsibility for managing restaurants or amenities or maintaining/repairing a wide variety of capital assets; therefore, our Board needs to rely on experts who, because of their extensive experience, have developed and are implementing Best Practices.

If the Board decides to solicit proposals for companies to handle our District Management, onsite maintenance and amenity services, I would suggest we seek written responses to the following questions:

**District Management**
- Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company
- Referencing a specific community(s), what changes have you suggested to Boards to improve the efficiency of their meetings
- Referencing a specific community(s), how have you guided Boards on how to address speeding by residents
- Referencing a specific community(s), how have you suggested Boards address security within the community
- Referencing a specific community(s), how have you suggested Boards handle the investment of their funds
- What skill sets and prior experiences would you seek in an individual hired to act as District Manager for MiraBay
- Please provide appropriate contact information for every community referenced in your answers
- In terms of size and complexity, please provide contact information for the two communities most similar to Harbor Bay that you are already managing

**Onsite maintenance**
- Referencing a specific community(s), what Best Practices in onsite maintenance are now being implemented due to the suggestion of your company
• Referencing a specific community(s), how have you suggested the Board address the ongoing maintenance and replacement of community assets
• What skill sets and prior experiences would you seek in an individual hired to oversee onsite maintenance within MiraBay
• How many full-time and part-time, on-site employees would the firm expect to hire to fulfill their contract
  o What types of projects would be handled by employees and which projects would be handled by outside vendors
• Please provide contact information for every community referenced in your answers
• In terms of size and complexity, please provide contact information for the two communities most similar to Harbor Bay that you are already managing

Amenity services
• Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company
• Referencing a specific community(s), how have you suggested the Board improve the operating margins of a café or restaurant
• Referencing a specific community(s), how have you increased community participation in planned activities:
  o For children
  o For teens
  o For adults
• What skill sets and prior experiences would you seek in an individual hired to oversee Amenity Services within MiraBay
• How many full-time and part-time, on-site employees would the firm expect to hire to fulfill their contract
• Please provide contact information for every community referenced in your answers
• In terms of size and complexity, please provide contact information for the two communities most similar to Harbor Bay that you are already managing
To: Board
From: Paul Curley
Subject: Scope of service comments

For District Management, Onsite Management and Amenity Management, I believe the Scope of Services should be updated to reflect the comments outlined below.

**District Management**

- The District Manager is responsible for suggesting and, when approved by the Board, implementing actions that lead to the efficient management of CDD meetings and workshops. Examples of ways to improve efficiency include:
  - Information provided to Supervisors via the agenda packet and alternative mechanisms, e.g., email.
  - Management of meeting discussions
- The District Manager is responsible for suggesting and, when approved by the Board, implementing actions that lead to prudent financial decisions. Examples of facilitating prudent financial decisions include:
  - Estimating future funding needs
  - Suggesting the engagement of consultants to improve investment returns
  - Suggesting processes to ensure appropriate maintenance, repair and replacement of capital assets
- Communication with residents via email, phone and website maintenance
- Ensuring the District’s website provides relevant information to residents and Supervisors

**Onsite management and maintenance**

- I do not believe our contract should define the positions that must be staffed (p2), whether the position is salaried or hourly (p2) or the responsibilities of specific positions (p2 and p12); rather, our contract should define our expectations or the responsibilities of the company. Let the company decide how to delegate those responsibilities between individuals that are hired by the company.
- I offer the following comments on the Scope of Service responsibilities outlined on page 12
  - On items 1 and 2, “amenities” should be changed to encompass all District property and assets
Item #4 – should include “enforcement” of guest and visitor policy as well as suggest changes to any District policy.

It should be clear that the items listed under “General Maintenance” (p12) are not all inclusive; rather, they are examples of specific activities that are an outgrowth of fulfilling the responsibilities defined above.

Amenity management
- More emphasis needs to be placed on management of expenses and achievement of revenue targets. The Board should know whether macro areas such as children’s programs, the café, tennis or adult programming are being run at a gross loss or profit.
- There is overlap in the definition of the Scope of Services for Amenities Management and Rizzetta onsite management. Unless a single company is managing both processes, the overlap should be removed to avoid confusion.

Landscaping
- No edits or additions
Tab 18
Managed Services Proposal

1 May 2019
1Managed Services - $165 / monthly

A managed services contract provides a client with peace of mind over their technology infrastructure in an effort to minimize downtime and maximize ROI through the use of proactive planning.

This Standard Package price of $165 monthly is based on up to 8 computers, Microsoft Office management, network management, management of integrated backups (if any) and Ubiquiti software hosting.

1.1 Services Included

- Proactive Management and Monitoring of network, servers, workstations and software
- Monitoring and Response to threats with ESET Endpoint Security (licenses included)
- Endpoint Security Software: anti-virus & anti-malware protection
- Automated patch, upgrade and firmware management for workstations and network
- Application support and license management
- Remote assistance for employees – 1 hour monthly
- VPN management
- Active Directory and User additions/removals/transfers
- Roaming Profiles, ThinClient and RDP connection monitoring
- File Sharing Permissions Administration, including cloud based software
- Software Deployment
- Third-party vendor technical liaison (help with Charter, Frontier, Verizon, etc)

1.2 Services Not-Included

- On-site calls and repair are charged extra per hour at the current labor rate; on-site calls are $100 per hour. **Permission is required from Client to work over 3 hours on-site.**
- Any remote assistance totaling more than 1 hour per month is subject to extra charges. **Remote support is billed at $65-$85 per hour depending on number of hours.**
- Labor or remote system help **after** 1st shift hours (M-F; 8:30am-5:30pm). Anytime before 8:30am or after 5:30pm, M-F, will result in 2nd shift billing.
- Managed Backup (requires separate purchase; once purchased then it becomes a part of the Managed Services)
2 Managed Backup - $ See Below / monthly

Our Managed Backup service is based on the total amount of gigabytes (GB) consumed across multiple backup locations. There is an additional **license only** cost per user per month for Office 365 backups. Microsoft & Google do NOT natively backup their data, thus the need for off-site backups. Software license fees are not required for workstations/computers (local data).

Customers can have their data stored at BackBlaze, Amazon Glacier, Wasabi and others. This gives the client multiple-redundant vendors to send data to in case of vendor insolvency and/or vendor technical issues. **For MiraBay we recommend the two location 500 GB plan ($49.95/monthly) plus a backup for Office 365 (if MiraBay switches to Office 365).**

2.1 Pricing - two locations

- **500 GB** - $49.95 (two locations BackBlaze and Wasabi)
- **1TB** - $59.95 (two locations BackBlaze and Wasabi)
- **2TB** - $69.95 (two locations BackBlaze and Wasabi)
- **Over 2TB?** - special quote

2.2 Pricing - three locations

- **500 GB** - $59.95 (two locations BackBlaze, Wasabi and Amazon Glacier)
- **1TB** - $69.95 (two locations BackBlaze, Wasabi and Amazon Glacier)
- **2TB** - $79.95 (two locations BackBlaze, Wasabi and Amazon Glacier)
- **Over 2TB?** - special quote

2.3 Backup for Office 365 files

Each user/mailbox in Office 365 requires a backup license at $2 per month in addition to the total data amount purchased. For instance, 15 moderate users could share the 500 GB plan and not be charged for separate backups.

2.4 Retention Policies & Encryption

Retention Policies determine how long you store your data for restoration. The longer the retention, the more data accumulation, eventually leading to larger backup plans.

All files are encrypted before being copied to Cloud Storage vendors.
3 Office 365 plan - $12.50 / user / monthly

3.1 Description of Office 365 Business Premium

The Microsoft Office 365 Business Premium plan consists of the entire suite of Office apps (Word, Excel, PowerPoint, Publisher, Outlook, Access) as well as, Exchange (email hosting), OneDrive (file hosting) and Microsoft Teams (team chat software).

The Office Apps will be installed on each computer and Outlook will be setup for each user’s Exchange and OneDrive account.

This plan also features web based versions of each app for cloud software integration.

Microsoft Office Exchange includes:

- 50 GB (gigabyte) mailbox for each user
- Real time sync of mail, contacts, calendars to a user’s multiple devices
- Option for shared mailboxes (info@...), shared calendars and contacts

Microsoft Office OneDrive includes:

- 1 TB (terabyte)
- Data sharing with collaborators, file permissions and cloud based storage
- File searching and compliance policies

3.2 Installation and Setup

Setup all users in Office 365 online dashboard, install all Office Apps on all computers and then configure items such as signatures and/or auto replies. Migrate all data from current system for to Office 365. Support is free for this subscription (password resets, Outlook issues, etc).

3.3 Shared Mailboxes and Aliases

Shared Mailboxes allow for multiple users to send/receive from a common mailbox (info@...) or be part of a group that receives a copy of all incoming mail to that address.

Aliases (max 400 per user) allow outside users to email employees without purchasing additional accounts. E.g., jen@domain.com could go to jennifer@domain.com, in-case people know her as “Jen”.
4 Pool WiFi Project - $8907

4.1 Description

Because we do not wish to install the equipment alongside Envera’s outdoor boxes and because any wiring that may have been located at Dockers (was cut and removed at some point), we must install larger, more powerful units to reach the entire pool area.

Install two larger Ubiquiti UniFi XG BaseStation Outdoor UAP units for entire pool(s) coverage. These Ubiquiti units are designed for up to 850ft-2000ft coverage and typically used in large outdoor areas and stadiums.

One unit will be installed on the second floor outdoor porch area overlooking the front pool area, the second unit will be installed on the Outfitters building facing the “lap pool”. Please see map.

4.2 Installation and Setup

Wiring:

- We contract with Advanced Cable Connections Inc in Tampa for low voltage wiring to ensure compliance with Florida Electrical code and US National Code.
- Cat6 cable to be installed at both locations.
- Grounding wire and copper bus bars are provided.

IT Components:

- UniFi XG BaseStation Outdoor UAP - Qty 2
- UniFi XG 6 PoE switches for powering larger Access Points (802.3bt) - Qty 2
- Labor and setup
Network Pool Layout
Large Access Point installed outside 2nd floor ballroom, pointed to Main Pool

Large Access Point installed outside Outfitters, pointed to Lap Pool
Estimate EST-20190508-00002  
Date : 05/08/2019

Harbor Bay CDD  
107 Manns Harbor Dr  
Apollo Beach, FL 33572  
United States

<table>
<thead>
<tr>
<th>Name / Code</th>
<th>Description</th>
<th>Qty</th>
<th>Unit price</th>
<th>Sales tax</th>
<th>Total PreTax</th>
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<td>1,699.00</td>
<td>0.00 %</td>
<td>3,398.00</td>
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<td>(0.00)</td>
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<td>Network -</td>
<td>UniFi XG 6 PoE switches US?XG?6POE</td>
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<td></td>
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<td>(0.00)</td>
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<tr>
<td>Cabling -</td>
<td>Contract ACCI to install Cat6 cabling with grounding work for two UniFi</td>
<td>1.00</td>
<td>3,384.00</td>
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<td>Ethernet</td>
<td>outdoor units</td>
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<td>Labor -</td>
<td>Labor for Pool WiFi Install</td>
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</tbody>
</table>

Shipping address :  
107 Manns Harbor Dr  
Apollo Beach, FL 33572  
United States

Total $ 8,907.00  
Total due $ 8,907.00

Notes :  
Install and setup two very powerful Access Points for pool area.

Client signature :

Valid until : 06/07/2019
Payment means : check
Terms of payment : within 25 days
Due date : 06/02/2019
Check payable to : Premier Technologies Inc
Phone number : (813) 649-1500
Office 365 with Premier Technologies Inc. vs Current Vendor

Current Platform:

1. Each mailbox only comes with 2GB of storage, meaning online Exchange won’t have all of the same mail items as each person’s computer.
2. Because of 2GB storage limitation, mailbox files are kept on each person’s computer, leaving them susceptible to data destruction with the computer fails.
3. Each call to the current vendor results in a billable item. Everything from resetting passwords to the occasional Outlook problem.
4. MiraBay has spent $1033.75 over the past year just on remote help pertaining to Microsoft Office and Exchange.
5. Your subscription doesn’t come with Office licenses. As each computer dies, new licenses will have to be purchased and online versions of Word, Excel and others are not possible.

Office 365 with Premier Technologies Inc:

1. Each mailbox comes with 50GB of storage. This allows users to completely leave their data in the cloud where all items are located. None of the mail data is kept on any computer.
2. Each user always has the latest version of Microsoft Office on their desktop and in the cloud (office.com). They may need to check their e-mail remotely or edit a Word or Excel document in the cloud. Lesser users that do not require Office to be installed on their computer can purchase the $5/month Business Essentials package. Example would be a board member or maintenance person that only needs Exchange, Word, Excel, or PowerPoint from the cloud (office.com).
3. Remote help with anything pertaining to Microsoft Office is free!!! (password resets, Outlook crashes, etc).
4. Files that are shared between Rizzetta and WTS (currently on a drive that isn’t backed-up) can be shared through Microsoft OneDrive (similar to DropBox) with 1 TB of storage (terabyte).
5. Each user can have shared contacts, shared calendars, shared files, all while still maintaining private contacts, private calendars and private files.
6. Microsoft Planner and Microsoft Teams

Pricing:

Business Premium Users: (desktop and online Office)  $12.50 / month / per user
Business Essential Users: (online only versions)  $5 / month / per user
# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

**January 1, 2018 Through January 31, 2018**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
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<tbody>
<tr>
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<td>010400</td>
<td>0000850</td>
<td>Off Duty Dec 13, 21, 29, 30</td>
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<tr>
<td>Architectural Fountains, Inc.</td>
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<td>121717-26</td>
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<td>$888.00</td>
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<tr>
<td>Atlas Professional Services, Inc.</td>
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<td>54288</td>
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<td>$150.00</td>
</tr>
<tr>
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<td>010375</td>
<td>17603</td>
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<td>$490.60</td>
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<td>17604</td>
<td>Irrigation Control Monitor 12/17</td>
<td>$435.00</td>
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<tr>
<td>BOCC</td>
<td>010376</td>
<td></td>
<td>Water Summary 12/17 Hills. County Water Summary 12/17</td>
<td>$2,976.40</td>
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<tr>
<td>Bright House Networks</td>
<td>010398</td>
<td>04150070112817</td>
<td>Boat Lift Service 01/18</td>
<td>$104.00</td>
</tr>
<tr>
<td>Bright House Networks</td>
<td>010416</td>
<td>041508501010418</td>
<td>Admiral Pointe 01/18</td>
<td>$432.11</td>
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<td>010398</td>
<td>041508601123117</td>
<td>5248 Admiral Pointe Dr. 01/18</td>
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<td>010377</td>
<td>058904501122117</td>
<td>107 Manns Harbor Dr 12/17</td>
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<td>Cardno, Inc.</td>
<td>010428</td>
<td>248564</td>
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<tr>
<td>Cardno, Inc.</td>
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<td>501664</td>
<td>Engineering Services through 12/08/17</td>
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<tr>
<td>Catalino Caballero</td>
<td>010399</td>
<td>0000849</td>
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<tr>
<td>Christian Mosesman</td>
<td>010406</td>
<td>0000851</td>
<td>Off Duty Dec 8, 9, 10, 22, 23</td>
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<td>Construction Management Services, LLC</td>
<td>010427</td>
<td>0518</td>
<td>Roof Inspection</td>
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<td>DL7D Solutions Inc.</td>
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<td>Edward W. Carr</td>
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<td>NC121417</td>
<td>Board of Supervisors Meeting 12/14/17</td>
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<td>Florida Handling Systems, Inc.</td>
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<tr>
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<td>022614-5 01/18</td>
<td>Security Cameras 01/18</td>
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<td>Frontier Communications of Florida</td>
<td>010403</td>
<td>072716-5 12/17</td>
<td>Internet/Gate - Bay Breeze 12/17</td>
<td>$86.98</td>
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<tr>
<td>Frontier Communications of Florida</td>
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<td>092203-5 01/18</td>
<td>Clubhouse Telephone 01/18</td>
<td>$278.03</td>
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<td>Frontier Communications of Florida</td>
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<td>Phone/Internet/Gate Summary 12/17 B</td>
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<td>Frontier Communications of Florida</td>
<td>010383</td>
<td>Summary 12/17A</td>
<td>Phone/Internet/Cable 12/17</td>
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</table>
Bill To:
Harbor Bay CDD
Attn: Destiny Peltier
12750 Citrus Park Lane
Tampa, FL 33625
United States

Date
01/03/2018

Invoice
54288

Account
Harbor Bay CDD

<table>
<thead>
<tr>
<th>Terms</th>
<th>Due Date</th>
<th>PO Number</th>
<th>Reference</th>
<th>Tax ID</th>
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<td>01/03/18</td>
<td></td>
<td>Quarterly Billing for January through March</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Products &amp; Other Charges</th>
<th>Quantity</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Licensing: AppRiver Licensing (Quarterly)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AppRiver-Host-Exch-Lte: Hosted Microsoft exchange Lite per user through AppRiver (Quarterly)</td>
<td>12.00</td>
<td>$12.50</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Total Products & Other Charges: $150.00

Details of your charges, if applicable, are found on the subsequent pages.

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A late fee of 1.5% per month may be assessed on unpaid balances.

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

RECEIVED

JAN 03 2018

Date Rec’d Rizzetta & Co., Inc. _____________

D/M approval _____________ Date _____________

Date entered JAN 03 2018

Fund 001  GL 5700 OC 5239

Check # _____________
# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

**April 1, 2018 Through April 30, 2018**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alex De Lima</td>
<td>010571</td>
<td>0001026</td>
<td>Off Duty Jan 26, 27</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>Alex De Lima</td>
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<tr>
<td>Architectural Fountains, Inc.</td>
<td>010554</td>
<td>0201804Q</td>
<td>Quarterly Fountain Services 01/18-03/18</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>Atlas Professional Services, Inc.</td>
<td>010561</td>
<td>55625</td>
<td>Email Hosting - Quarterly Fee 04/18-06/18</td>
<td>$ 150.00</td>
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<td>Badbear Trapping &amp; Outfitters, LLC</td>
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<td>1007</td>
<td>Trapping</td>
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<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010555</td>
<td>18129</td>
<td>Irrigation Control Monitor 03/18</td>
<td>$ 435.00</td>
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<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010555</td>
<td>18130</td>
<td>WUP - Monthly Permit Reporting 03/18</td>
<td>$ 490.00</td>
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<tr>
<td>BOCC</td>
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<td>Water Summary 03/18</td>
<td>Hills. County Water Summary 03/18</td>
<td>$ 3,958.28</td>
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<td>Bright House Networks</td>
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<td>041508601033318</td>
<td>5248 Admiral Pointe Dr. 04/18</td>
<td>$ 154.28</td>
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<tr>
<td>Cardno, Inc.</td>
<td>010570</td>
<td>251319</td>
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<td>Cardno, Inc.</td>
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<td>252886</td>
<td>Lake Management Services 03/18</td>
<td>$ 2,800.00</td>
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<tr>
<td>Catalino Caballero</td>
<td>010569</td>
<td>0001027</td>
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<td>$ 240.00</td>
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<tr>
<td>Christian Mosesman</td>
<td>010574</td>
<td>0001028</td>
<td>Off Duty Jan 4, 5, 6, 12, 19</td>
<td>$ 1,200.00</td>
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<tr>
<td>Christian Mosesman</td>
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<td>Off Duty Feb 2, 3, 10, 15, 16, 18, 23, 2</td>
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<td>DLTD Solutions Inc.</td>
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<td>Admin/Schedulers Fee 01/04/18-02/27/18</td>
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<td>0001031</td>
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<td>Egis Insurance Advisors LLC</td>
<td>010585</td>
<td>041218</td>
<td>Insurance Damage Claim Reimbursement</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>010586</td>
<td>0226145-04/18</td>
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<tr>
<td>Frontier Communications of Florida</td>
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<td>0727165-03/18</td>
<td>Internet/Gate - Bay Breeze 03/18</td>
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</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>010564</td>
<td>0922035-04/18</td>
<td>Clubhouse Telephone 04/18</td>
<td>$ 278.03</td>
</tr>
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<td>Frontier Communications of Florida</td>
<td>010557</td>
<td>Summary 03/18B</td>
<td>Phone/Internet/Gate Summary 03/18 B</td>
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<td>Harbor Bay CDD</td>
<td>CD1089</td>
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<td>Debit Card Replenishment</td>
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<tr>
<td>Hidden Eyes LLC dba Envera Systems</td>
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<td>6699491 Summary 08/18</td>
<td>Security Monitoring &amp; Maintenance 05/18</td>
<td>$ 16,341.28</td>
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<td>JBW Designs</td>
<td>010587</td>
<td>2141213</td>
<td>Dog Waste Station Maint &amp; Bags</td>
<td>$ 609.27</td>
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<tr>
<td>Lee Te Kim Lawn Care, Inc.</td>
<td>010573</td>
<td>MAR 3187</td>
<td>Landscape Maintenance Summary Bill 03/18</td>
<td>$ 60,308.59</td>
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<tr>
<td>Mobex, Inc.</td>
<td>010558</td>
<td>4550</td>
<td>Mobile Calling Services 04/18</td>
<td>$ 230.00</td>
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<tr>
<td>Netix Solutions, LLC</td>
<td>010565</td>
<td>INV-180159</td>
<td>Website Service Fee 04/18</td>
<td>$ 260.00</td>
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Bill To:
Harbor Bay CDD
Attn: Destiny Peltier
12750 Citrus Park Lane
Tampa, FL 33625
United States

Date  | Invoice
-----  | ------
04/03/2018  | 55625

Account:
Harbor Bay CDD

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<th>Tax ID</th>
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<td>Quarterly Billing for April through June</td>
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<th>Products &amp; Other Charges</th>
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<th>Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Software Licensing: AppRiver Licensing (Quarterly)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>AppRiv-Host-Exch-Lte: Hosted Microsoft exchange Lite per user through AppRiver (Quarterly)</td>
<td>12.00</td>
<td>$12.50</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

| Details of your charges, if applicable, are found on the subsequent pages.                                         |          |       |        |
| Bills can be paid online at our customer portal at http://portal.atlasps.com                                       |          |       |        |
| A late fee of 1.5% per month may be assessed on unpaid balances.                                                   |          |       |        |

| Invoice Subtotal:                                                                                                    | $150.00 |
| Invoice Total:                                                                                                      | $150.00 |

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

RECEIVED

Date Rec'd Rizzetta & Co., Inc. APR 03 2018
D/M approval Date 04/19
Date entered APR 06 2018
Fund 001 GL 57200.0C 5339
Check #
# Mirabay at Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

**June 1, 2018 Through June 30, 2018**

<table>
<thead>
<tr>
<th>Vendor Name</th>
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<th>Invoice Description</th>
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<td>IT Services</td>
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<td>MB74101799</td>
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</tr>
<tr>
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<tr>
<td>Cintas Corporation #074</td>
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<td>MB74840199</td>
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<tr>
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<td>003765</td>
<td>MB74844143</td>
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<td>DeConna Ice Cream Company, Inc.</td>
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<td>MBINV00012136</td>
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<td>Florida Department of Revenue</td>
<td>003767</td>
<td>MB398012897341-5</td>
<td>Florida Sales and Use Tax 05/18 05/18</td>
<td>$ 999.40</td>
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<tr>
<td>Harbor Bay Community Development District</td>
<td>CD1116</td>
<td>CD1116</td>
<td>Debit Card Replenishment</td>
<td>$ 708.91</td>
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<td>Harbor Bay Community Development District</td>
<td>CD1106</td>
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<td>Debit Card Replenishment</td>
<td>$ 746.08</td>
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<td>CD1110</td>
<td>CD1110</td>
<td>Debit Card Replenishment</td>
<td>$ 937.06</td>
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<tr>
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<td>CD1113</td>
<td>CD1113</td>
<td>Debit Card Replenishment</td>
<td>$ 669.57</td>
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<tr>
<td>Harbor Bay Community Development District</td>
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<td>CD1114</td>
<td>Debit Card Replenishment</td>
<td>$ 957.99</td>
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<td>HLC Holding LLC</td>
<td>003790</td>
<td>MB1886682936</td>
<td>Food</td>
<td>$ 821.28</td>
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<tr>
<td>JJ Taylor Distributing Florida, Inc.</td>
<td>003768</td>
<td>MB13245075</td>
<td>Beverages</td>
<td>$ 183.65</td>
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<td>JJ Taylor Distributing Florida, Inc.</td>
<td>003791</td>
<td>MB13270167</td>
<td>Beverages</td>
<td>$ 432.30</td>
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<td>MJ Corporate Sales</td>
<td>003792</td>
<td>MB52094</td>
<td>Shirts</td>
<td>$ 804.22</td>
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<tr>
<td>Park Produce</td>
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<td>MB410967</td>
<td>Produce for Harbor Bay</td>
<td>$ 52.57</td>
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<tr>
<td>Park Produce</td>
<td>003770</td>
<td>MB410968</td>
<td>Produce for Harbor Bay</td>
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</tr>
<tr>
<td>Park Produce</td>
<td>003770</td>
<td>MB410970</td>
<td>Produce for Harbor Bay</td>
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<tr>
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<td>003774</td>
<td>MB410972</td>
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<td>Produce for Harbor Bay</td>
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<tr>
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<td>003774</td>
<td>MB410975</td>
<td>Produce for Harbor Bay</td>
<td>$ 26.08</td>
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</table>
Bill To:
Harbor Bay CDD - Mirabay Club
Attn: H Mattiza
c/o Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614
United States

Date | Invoice
-----|-------
06/14/2018 | 56859

Account
Harbor Bay CDD - Mirabay Club

Terms | Due Date | PO Number | Reference | Tax ID
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Net 15 Days | 06/29/2018 |           |           |         

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<th>Work Type</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td>01 Remote</td>
<td>0.50</td>
<td>125.00</td>
<td>$62.50</td>
</tr>
</tbody>
</table>

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A late fee of 1.5% per month may be assessed on unpaid balances.

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RECEIVED
JUN 13 2018

Date Rec'd | 6/19
D/M | 06/19
Date entered | JUN 10 2018
Fund | 57200 OC 5338
Check # |     
## Invoice Time Detail

**Invoice Number:** 56859  
**Company:** Harbor Bay CDD - Mirabay Club

<table>
<thead>
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<th>Date</th>
<th>Staff</th>
<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
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</thead>
<tbody>
<tr>
<td>06/08/2018</td>
<td>Rod, Brian</td>
<td></td>
<td>Service Ticket:609326</td>
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<td>0.50</td>
<td>125.00</td>
<td>$62.50</td>
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<td></td>
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<td></td>
<td><strong>Summary:</strong> Needs help singing onto email from VPN</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Thomas assisted with this,</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Located Webmail link for their OWA, provided the credentials, sent to Elliot's Gmail account so he can access this externally,</td>
<td></td>
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Subtotal: $62.50

**Invoice Time Total:**

**Billable Hours:** 0.50
# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2018 Through July 31, 2018

<table>
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<tr>
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<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<td>Berger Toombs Elam Gaines &amp; Frank</td>
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<td>058904501062118</td>
<td>107 Manns Harbor Dr 06/18</td>
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Bill To:  
Harbor Bay CDD  
Attn: Destiny Peltier  
12750 Citrus Park Lane  
Tampa, FL 33625  
United States

Date | Invoice  
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07/02/2018 | 57177

Account | Harbor Bay CDD

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<tr>
<th>Terms</th>
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<td>Due Upon Receipt</td>
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<td>Quarterly Billing for July through September</td>
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<th>Products &amp; Other Charges</th>
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<tr>
<td>Licensing &amp; Subscriptions: AppRiver Licensing (Quarterly)</td>
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<td>AppRiv-Host-Exch-Lte: Hosted Microsoft exchange Lite per user through AppRiver (Quarterly)</td>
<td>12.00</td>
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Total Products & Other Charges: $150.00

Details of your charges, if applicable, are found on the subsequent pages.

Bills can be paid online at our customer portal at http://portal.atlasps.com

A late fee of 1.5% per month may be assessed on unpaid balances.

Invoice Subtotal: $150.00
Sales Tax: $0.00
Invoice Total: $150.00
Payments: $0.00
Credits: $0.00
Balance Due: $150.00

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

RECEIVED

Date Rec'd Rizzetta & Co., Inc.  
JUL 02 2018

D/M approval  
9/2

Date entered  
JUL 06 2018

Fund  
C01 GL 57200 OC 5339

Check #
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<th>Invoice Amount</th>
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<td>137909</td>
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<td>CRT Services Inc.</td>
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<td>Edward W. Carr</td>
<td>010738</td>
<td>NC062118</td>
<td>Board of Supervisors Meeting 06/21/18</td>
<td>$ 200.00</td>
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<td>Edward W. Carr</td>
<td>010738</td>
<td>NC071818</td>
<td>Board of Supervisors Meeting 07/18/18</td>
<td>$ 200.00</td>
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<td>Florida Dept of Business &amp; Professional Regul</td>
<td>010785</td>
<td>DBPR BEV3909377 8/18</td>
<td>Alcoholic Bev &amp; Tobacco Retailer License</td>
<td>$ 300.00</td>
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Bill To:
Harbor Bay CDD - Mirabay Club
Attn: H Mattiza
c/o Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614
United States

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice</th>
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<tbody>
<tr>
<td>08/14/2018</td>
<td>57794</td>
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Account
Harbor Bay CDD - Mirabay Club

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<th>Tax ID</th>
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<tr>
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<td>$62.50</td>
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</tbody>
</table>

Details of your charges, if applicable, are found on the subsequent pages.

Bills can be paid online at our customer portal at http://portal.atlasp.com

A late fee of 1.5% per month may be assessed on unpaid balances.

Invoice Subtotal: $62.50
Sales Tax: $0.00
Invoice Total: $62.50
Payments: $0.00
Credits: $0.00
Balance Due: $62.50

For questions, call our office at (813) 999-4499 or email billing@atlasp.com.

RECEIVED

Date Rec'd Rizzetta & Co., Inc. AUG 14 2018
D/M approval [signature] Date 8/20
Date entered AUG 17 2018
Fund CO GL 51200 CC 5339
Check # ____________________________
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<tr>
<th>Date</th>
<th>Staff</th>
<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
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<tbody>
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<td>Platkus, Scott</td>
<td>Service Ticket: 654397</td>
<td>Summary: Password reset for outlook - ESCALATE. Issue as described was that system had issues booting up, and that once it did boot the emails visible on the account were all very old, and none of the new emails were accessible in Outlook. Opened remote session to system. System came up and Outlook is showing as connected with all current mail visible. Connectivity is good and mail flow is normal. Customer needs IT support - hosted email is working normally. Customer has no formal agreements with Atlas for IT services - checked with Linda and confirmed that we can offer support at the standard break/fix rate. Left message for Elliot and sent him and emailed him details. Waiting for callback.</td>
<td>Y</td>
<td>0.25</td>
<td>125.00</td>
<td>$31.25</td>
</tr>
<tr>
<td>08/07/2018</td>
<td>Platkus, Scott</td>
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<td>Summary: Password reset for outlook - ESCALATE. Logged into server and created email alias for managers that connects to the correct recipients as requested by Elliot.</td>
<td>Y</td>
<td>0.25</td>
<td>125.00</td>
<td>$31.25</td>
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Subtotal: $62.50

Invoice Time Total: 0.50
Billable Hours: 0.50
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<th>Invoice Description</th>
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<td>Security Cameras 10/18</td>
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<td>Internet/Gate - Bay Breeze 09/18</td>
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<td>Pesco</td>
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Bill To:
Harbor Bay CDD
Attn: Destiny Peltier
12750 Citrus Park Lane
Tampa, FL 33625
United States

Date: 10/01/2018
Account: Harbor Bay CDD

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<th>Terms</th>
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<th>Reference</th>
<th>Tax ID</th>
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<td>Due Upon Receipt</td>
<td>10/01/2018</td>
<td>Quarterly Billing for October through December</td>
<td></td>
<td></td>
</tr>
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</table>

### Products & Other Charges

<table>
<thead>
<tr>
<th>Licensing &amp; Subscriptions: AppRiver Licensing (Quarterly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AppRiv-Host-Exch-Lite: Hosted Microsoft exchange Lite per user through AppRiver (Quarterly)</td>
</tr>
<tr>
<td>Quantity</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>12.00</td>
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</tbody>
</table>

Total Products & Other Charges: $150.00

Details of your charges, if applicable, are found on the subsequent pages. Bills can be paid online at our customer portal at http://portal.atlasps.com. A late fee of 1.5% per month may be assessed on unpaid balances.

Invoice Subtotal: $150.00
Sales Tax: $0.00
Invoice Total: $150.00
Payments: $0.00
Credits: $0.00
Balance Due: $150.00

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

**RECEIVED**

Date Rec'd Rizzetta & Co., Inc. OCT 0 1 2018
D/M approval 92 Date 10/18
Date entered OCT 0 4 2018
Fund 001 GL 57200 OC 5339
Check #
# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>137063</td>
<td>Service Call 04/18</td>
<td>$ 1,072.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>138924</td>
<td>Service Call 07/18</td>
<td>$ 197.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>139553</td>
<td>Service Call 08/18</td>
<td>$ 239.50</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>139582</td>
<td>Service Call 09/18</td>
<td>$ 944.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>139602</td>
<td>Service Call 09/18</td>
<td>$ 185.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>139604</td>
<td>Service Call 09/18</td>
<td>$ 339.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>139618</td>
<td>Service Call 09/18</td>
<td>$ 367.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>CM137063</td>
<td>Service Call - Credit - 04/18</td>
<td>$ (500.00)</td>
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<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>CM139582</td>
<td>Service Call - Credit Memo 09/18</td>
<td>$ (170.00)</td>
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<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>010934</td>
<td>CM139618</td>
<td>Service Call - Credit - 09/18</td>
<td>$ (367.00)</td>
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<tr>
<td>American Mulch &amp; Groundcover, LLC</td>
<td>010886</td>
<td>12785</td>
<td>Mulch 09/18</td>
<td>$ 31,350.00</td>
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<tr>
<td>Atlas Professional Services, Inc.</td>
<td>010887</td>
<td>58835</td>
<td>IT Services 10/18</td>
<td>$ 62.50</td>
</tr>
<tr>
<td>Badboar Trapping &amp; Outfitters, LLC</td>
<td>010935</td>
<td>1125</td>
<td>Fence Repair 11/18</td>
<td>$ 8,850.00</td>
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<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010903</td>
<td>18484</td>
<td>WUP - Monthly Permit Reporting 10/18</td>
<td>$ 490.00</td>
</tr>
<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010903</td>
<td>18485</td>
<td>IMMS Central Control Monitoring 10/18</td>
<td>$ 435.00</td>
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<tr>
<td>BOCC</td>
<td>010904</td>
<td>4729767564 10/18</td>
<td>750 Manas Harbor Dr 10/18</td>
<td>$ 473.91</td>
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<tr>
<td>BOCC</td>
<td>010904</td>
<td>5684015493 Deposit</td>
<td>750 Manas Harbor Dr - Deposit 11/18</td>
<td>$ 1,025.00</td>
</tr>
<tr>
<td>BOCC</td>
<td>010889</td>
<td>Water Summary 10/18</td>
<td>Hills. County Water Summary 10/18</td>
<td>$ 2,426.21</td>
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<tr>
<td>Bright House Networks</td>
<td>010905</td>
<td>041508601103018</td>
<td>5248 Admiral Pointe Dr, 11/18</td>
<td>$ 154.28</td>
</tr>
<tr>
<td>Bright House Networks</td>
<td>010890</td>
<td>058904501102118</td>
<td>107 Manas Harbor Dr 10/18</td>
<td>$ 179.67</td>
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<tr>
<td>Cardno, Inc.</td>
<td>010906</td>
<td>263199</td>
<td>Lake Management Services 09/18</td>
<td>$ 2,800.00</td>
</tr>
<tr>
<td>Cardno, Inc.</td>
<td>010906</td>
<td>263346</td>
<td>Seawall Vegetation Control 10/18</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>CDS Group, Inc</td>
<td>010937</td>
<td>18-1112-01</td>
<td>Main Line Leak Repair 11/18</td>
<td>$ 2,297.74</td>
</tr>
<tr>
<td>Doug Belden, Tax Collector</td>
<td>010913</td>
<td>A0526642728 TY 2018</td>
<td>Non-Ad Valorem Assessments TY 2018</td>
<td>$ 624.72</td>
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<tr>
<td>Doug Belden, Tax Collector</td>
<td>010925</td>
<td>A0526642732 TY 2018</td>
<td>Ad Valorem Assessments TY 2018</td>
<td>$ 2,554.46</td>
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</tbody>
</table>
Bill To:
Harbor Bay CDD - Mirabay Club
Attn: H Mattiza
c/o Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614
United States

<table>
<thead>
<tr>
<th>Terms</th>
<th>Due Date</th>
<th>PO Number</th>
<th>Reference</th>
<th>Tax ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 15 Days</td>
<td>11/07/2018</td>
<td></td>
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<table>
<thead>
<tr>
<th>Services</th>
<th>Work Type</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billable Services</td>
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</tr>
<tr>
<td>Labor</td>
<td>01 Remote</td>
<td>0.50</td>
<td>125.00</td>
<td>$62.50</td>
</tr>
</tbody>
</table>

Details of your charges, if applicable, are found on the subsequent pages.

Bills can be paid online at our customer portal at http://portal.atlasps.com

A late fee of 1.5% per month may be assessed on unpaid balances.

Invoice Subtotal: $62.50
Sales Tax: $0.00
Invoice Total: $62.50
Payments: $0.00
Credits: $0.00
Balance Due: $62.50

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

---

Date Rec'd Rizzetta & Co., Inc. OCT 14 2018
D/M approval Date: 10/25
Date entered OCT 24 2018
Fund 001 GL 57200 OC 5339
Check #
### Invoice Time Detail

**Invoice Number:** 58835  
**Company:** Harbor Bay CDD - Mirabay Club

**Note:**
- **Charge To:** Harbor Bay CDD - Mirabay Club / Outlook help  
  **Location:** Main

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff</th>
<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/19/2018</td>
<td>Phillips, Michael</td>
<td>Y</td>
<td>Service Ticket: 700103</td>
<td></td>
<td>0.50</td>
<td>125.00</td>
<td>$62.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Summary: Outlook help</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Configured Outlook profile</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Holly is able to access her email</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

**Subtotal:** $62.50

**Invoice Time Total:**  
**Billable Hours:** 0.50
# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2018 Through December 31, 2018

<table>
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<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tbody>
<tr>
<td>Atlas Professional Services, Inc.</td>
<td>010959</td>
<td>59661</td>
<td>IT Services 11/18</td>
<td>$187.50</td>
</tr>
<tr>
<td>Atlas Professional Services, Inc.</td>
<td>010968</td>
<td>59741</td>
<td>IT Services 12/18</td>
<td>$31.25</td>
</tr>
<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010947</td>
<td>18528</td>
<td>WUP - Monthly Permit Reporting 11/18</td>
<td>$490.00</td>
</tr>
<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010947</td>
<td>18529</td>
<td>IMMS Central Control Monitoring 11/18</td>
<td>$435.00</td>
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<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010947</td>
<td>18557</td>
<td>Irrigation Repairs 11/18</td>
<td>$550.00</td>
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<tr>
<td>Banner Works of Florida, Inc.</td>
<td>010957</td>
<td>00002267</td>
<td>Banners 10/18</td>
<td>$2,497.50</td>
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<tr>
<td>BOCC</td>
<td>010948</td>
<td>Water Summary 11/18</td>
<td>Hills. County Water Summary 11/18</td>
<td>$4,753.42</td>
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<tr>
<td>BOCC</td>
<td>010979</td>
<td>Water Summary 12/18</td>
<td>Hills. County Water Summary 12/18</td>
<td>$3,450.64</td>
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<tr>
<td>Bright House Networks</td>
<td>010949</td>
<td>04150860113018</td>
<td>5248 Admiral Pointe Dr. 12/18</td>
<td>$154.28</td>
</tr>
<tr>
<td>Bright House Networks</td>
<td>010949</td>
<td>05890450112118</td>
<td>107 Manns Harbor Dr 11/18</td>
<td>$155.24</td>
</tr>
<tr>
<td>Bright House Networks</td>
<td>010980</td>
<td>058904501122118</td>
<td>107 Manns Harbor Dr 12/18</td>
<td>$155.18</td>
</tr>
<tr>
<td>Cardno, Inc.</td>
<td>010950</td>
<td>264864</td>
<td>Lake Management Services 10/18</td>
<td>$2,800.00</td>
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<td>Division of Hotels and Restaurants</td>
<td>010970</td>
<td>2019 Cafe License</td>
<td>The Galley Cafe License #SEA3915888</td>
<td>$273.00</td>
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<tr>
<td>Egis Insurance Advisors LLC</td>
<td>010960</td>
<td>8359</td>
<td>Property Insurance FY 18/19</td>
<td>$1,001.00</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>010981</td>
<td>022614-5 12/18</td>
<td>Security Cameras 12/18</td>
<td>$138.98</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>010951</td>
<td>072716-5 11/18</td>
<td>Internet/Gate - Bay Breeze 11/18</td>
<td>$98.98</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>010951</td>
<td>081518-5 11/18</td>
<td>Security Cameras 11/18</td>
<td>$109.68</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>010981</td>
<td>081518-5 12/18</td>
<td>Security Cameras 12/18</td>
<td>$109.68</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>010962</td>
<td>092203-5 12/18</td>
<td>Clubhouse Telephone 12/18</td>
<td>$281.02</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>010951</td>
<td>Summary 11/18A</td>
<td>Phone/Internet/Cable 11/18</td>
<td>$555.92</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>010951</td>
<td>Summary 11/18B</td>
<td>Phone/Internet/Gate Summary 11/18 B</td>
<td>$622.98</td>
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<tr>
<td>Greenworks Inc.</td>
<td>010952</td>
<td>3969</td>
<td>Palm Injection 11/18</td>
<td>$7,362.00</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1190</td>
<td>Debit Card Replenishment</td>
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</tr>
<tr>
<td>Hidden Eyes LLC dba Envera Systems</td>
<td>010961</td>
<td>675287</td>
<td>Add Res 11/01/18-12/31/18</td>
<td>$36.00</td>
</tr>
</tbody>
</table>
Bill To:
Harbor Bay CDD - Mirabay Club
Attn: Destiny Peltier
c/o Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614
United States

Date: 12/04/2018
Invoice: 59861
Account: Harbor Bay CDD - Mirabay Club

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<th>Terms</th>
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<th>PO Number</th>
<th>Reference</th>
<th>Tax ID</th>
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</thead>
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<td>12/19/2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Services</th>
<th>Work Type</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>01 Remote</td>
<td>1.50</td>
<td>125.00</td>
<td>$187.50</td>
</tr>
</tbody>
</table>

Details of your charges, if applicable, are found on the subsequent pages.

Bills can be paid online at our customer portal at http://portal.atlasp.com
A late fee of 1.5% per month may be assessed on unpaid balances.

Invoice Subtotal: $187.50
Sales Tax: $0.00
Invoice Total: $187.50
Payments: $0.00
Credits: $0.00
Balance Due: $187.50

For questions, call our office at (813) 999-4499 or email billing@atlasp.com.

RECEIVED
DEC 04 2018

Date Rec’d Rizzetta & Co., Inc.:
D/M approval: 2<sup>nd</sup> Date: 12/11
Date entered: DEC 10 2018
Fund: 001 GL 51200 OC 5339
Check #:

DEC 04 2018
<table>
<thead>
<tr>
<th>Date</th>
<th>Staff</th>
<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
</tr>
</thead>
</table>
| 11/30/2018 | Hernandez, Carlos | Y         | Service Ticket: 717360
Summary: Add outlook on pc spoke with Elliot and found outlook installed through single purchase key. Unknown who holds license key and install file for outlook as we do not keep track. Was told computer given to other it company but work was performed and when computer was given back outlook and emails within apprizer web are missing. Conference called but and awaiting callback from tech with missing info. | 0.50 | 125.00 |        | $82.50  |
| 11/30/2018 | Hernandez, Carlos | Y         | Service Ticket: 717360
Summary: Add outlook on pc spoke with hunter, found outlook was already installed but connection settings were not known. Remoted into computer and configured email account to outlook. Found 8-10 data files available to import, hunter unaware of which was used previously, added largest data file and checked with Elliot, data seems to be there but he will call hunter if any issues are found. | 1.00 | 125.00 |        | $125.00 |

Subtotal: $187.50
<table>
<thead>
<tr>
<th>Bill To:</th>
<th>Date</th>
<th>Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harbor Bay CDD - Mirabay Club</td>
<td>12/11/2018</td>
<td>59741</td>
</tr>
<tr>
<td>Attn: Destiny Pettler</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c/o Rizzetta &amp; Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3434 Cohwell Ave., Suite 200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tampa, FL 33614</td>
<td></td>
<td></td>
</tr>
<tr>
<td>United States</td>
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<td></td>
</tr>
<tr>
<td>Account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harbor Bay CDD - Mirabay Club</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Due Date</th>
<th>PO Number</th>
<th>Reference</th>
<th>Tax ID</th>
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<tbody>
<tr>
<td>Net 15 Days</td>
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<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<tr>
<td>Billable Services</td>
<td>01 Remote</td>
<td>0.25</td>
<td>125.00</td>
<td>$31.25</td>
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</table>

Invoice Subtotal: $31.25
Sales Tax: $0.00
Invoice Total: $31.25
Payments: $0.00
Credits: $0.00
Balance Due: $31.25

Details of your charges, if applicable, are found on the subsequent pages.
Bills can be paid online at our customer portal at http://portal.atlasps.com
A late fee of 1.5% per month may be assessed on unpaid balances.

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

DEC 13 2018
001 57266 .5339
## Invoice Time Detail

**Invoice Number:** 59741  
**Company:** Harbor Bay CDD - Mirabay Club

### Charge To: Harbor Bay CDD - Mirabay Club / Unable to log onto email - cannot work  
**Location:** Main  

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff</th>
<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
</tr>
</thead>
</table>
| 12/04/2016 | Rod, Brian | Y         | Service Ticket: 719072  
Summary: Unable to log onto email - cannot work  
Contacted user, they advised that ClubDirector email was not authenticating.  
I've reset the password in App river. Had user close out of Email app and Re-launch. Tested Ok |      | 0.25  | 125.00 | $31.25 |

**Subtotal:** $31.25

**Invoice Time Total:**  
**Billable Hours:** 0.25
## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### January 1, 2019 Through January 31, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>011012</td>
<td>141075</td>
<td>Inspection &amp; Filter Change 10/18</td>
<td>$ 2,272.47</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>011025</td>
<td>141125</td>
<td>Service Call 12/18</td>
<td>$ 462.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>011025</td>
<td>141127</td>
<td>Service Call 12/18</td>
<td>$ 197.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc</td>
<td>011025</td>
<td>5</td>
<td>Service Call 12/18</td>
<td>$ 409.50</td>
</tr>
<tr>
<td>Atlas Professional Services, Inc</td>
<td>010995</td>
<td>60042</td>
<td>Email Hosting -Quarterly Fee 01/19-03/19</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Atlas Professional Services, Inc</td>
<td>010995</td>
<td>60139</td>
<td>IT Services 01/19</td>
<td>$ 93.75</td>
</tr>
<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010983</td>
<td>18583</td>
<td>WUP - Monthly Permit Reporting 12/18</td>
<td>$ 490.00</td>
</tr>
<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>010983</td>
<td>18584</td>
<td>IMMS Central Control Monitoring 12/18</td>
<td>$ 435.00</td>
</tr>
<tr>
<td>Bright House Networks</td>
<td>010996</td>
<td>041508601123018</td>
<td>5248 Admiral Pointe Dr. 01/19</td>
<td>$ 154.28</td>
</tr>
<tr>
<td>Bright House Networks</td>
<td>011026</td>
<td>058904501012119</td>
<td>107 Manns Harbor Dr 01/19</td>
<td>$ 155.18</td>
</tr>
<tr>
<td>Cardno, Inc.</td>
<td>010984</td>
<td>264815</td>
<td>Mitigation Maintenance through 10/26/18</td>
<td></td>
</tr>
<tr>
<td>Cardno, Inc.</td>
<td>010997</td>
<td>266573</td>
<td>Lake Management Services 11/18</td>
<td>$ 2,800.00</td>
</tr>
<tr>
<td>Cardno, Inc.</td>
<td>010984</td>
<td>512733</td>
<td>Engineering Services through 12/14/18</td>
<td>$ 34,182.76</td>
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<tr>
<td>Cardno, Inc.</td>
<td>011028</td>
<td>513632</td>
<td>Engineering Services through 01/19/19</td>
<td>$ 14,159.39</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>011020</td>
<td>022614-5 01/19</td>
<td>Security Cameras 01/19</td>
<td>$ 138.98</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>011000</td>
<td>072716-5 12/18</td>
<td>Internet/Gate - Bay Breeze 12/18</td>
<td>$ 98.98</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>011029</td>
<td>081518-5 01/19</td>
<td>Security Cameras 01/19</td>
<td>$ 109.83</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>011000</td>
<td>092203-5 01/19</td>
<td>Clubhouse Telephone 01/19</td>
<td>$ 281.02</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>011029</td>
<td>Summary 01/19A</td>
<td>Phone/Internet/Cable 01/19</td>
<td>$ 555.92</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>010985</td>
<td>Summary 12/18A</td>
<td>Phone/Internet/Cable 12/18</td>
<td>$ 555.92</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>011000</td>
<td>Summary 12/18B</td>
<td>Phone/Internet/Gate Summary 12/18 B</td>
<td>$ 622.98</td>
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<tr>
<td>Gear Shop LLC</td>
<td>011031</td>
<td>3718</td>
<td>GEM Car Repairs 01/19</td>
<td>$ 2,029.79</td>
</tr>
<tr>
<td>Harbor Bay CDD Debit Card</td>
<td>CD1203</td>
<td></td>
<td>Debit Card Replenishment</td>
<td>$ 1,291.95</td>
</tr>
<tr>
<td>Hartford Fire Insurance Company</td>
<td>011011</td>
<td>87017742502017</td>
<td>Flood Ins-Outfitters 12/13/18-12/13/19</td>
<td>$ 4,618.00</td>
</tr>
<tr>
<td>Hartford Fire Insurance Company</td>
<td>011011</td>
<td>87017773462017</td>
<td>Flood Ins - Gatehouse 12/13/18-12/13/19</td>
<td>$ 3,496.00</td>
</tr>
</tbody>
</table>
Bill To:
Harbor Bay CDD
Attn: Destiny Peltier
12750 Citrus Park Lane
Tampa, FL 33625
United States

<table>
<thead>
<tr>
<th>Terms</th>
<th>Due Date</th>
<th>PO Number</th>
<th>Reference</th>
<th>Tax ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Upon Receipt</td>
<td>01/02/19</td>
<td></td>
<td>Quarterly Billing for January through March</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Products &amp; Other Charges</th>
<th>Quantity</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensing &amp; Subscriptions: AppRiver Licensing (Quarterly)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AppRlv-Host-Exch-Lte: Hosted Microsoft exchange Lite per user through AppRiver (Quarterly)</td>
<td>12.00</td>
<td>$12.50</td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>Total Products &amp; Other Charges:</strong></td>
<td></td>
<td></td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Details of your charges, if applicable, are found on the subsequent pages.

Bills can be paid online at our customer portal at http://portal.atlasps.com

A late fee of 1.5% per month may be assessed on unpaid balances.

Invoice Subtotal: $150.00
Sales Tax: $0.00
Invoice Total: $150.00
Payments: $0.00
Credits: $0.00
Balance Due: $150.00

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

RECEIVED

Date Rec'd Rizzetta & Co., Inc. JAN 02 2019
D/M approval 72 Date 1/7
Date entered JAN 07 2019
Fund 001 GL 57200 OC 5339
Check #_________
Bill To:
Harbor Bay CDD - Mirabay Club
Attn: Destiny Peltier
C/o Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614
United States

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/02/2019</td>
<td>60139</td>
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</tbody>
</table>

Account
Harbor Bay CDD - Mirabay Club

<table>
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<th>Due Date</th>
<th>PO Number</th>
<th>Reference</th>
<th>Tax ID</th>
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<tbody>
<tr>
<td>Net 15 Days</td>
<td>01/17/2019</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Services</th>
<th>Work Type</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billable Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td>01 Remote</td>
<td>0.75</td>
<td>125.00</td>
<td>$93.75</td>
</tr>
</tbody>
</table>

Details of your charges, if applicable, are found on the subsequent pages.
Bills can be paid online at our customer portal at http://portal.atlasps.com
A late fee of 1.5% per month may be assessed on unpaid balances.

| Invoice Subtotal:          | $93.75 |
| Sales Tax:                 | $0.00  |
| Invoice Total:             | $93.75 |
| Payments:                  | $0.00  |
| Credits:                   | $0.00  |
| Balance Due:               | $93.75 |

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

RECEIVED
Date Rec'd Rizzetta & Co., Inc. JAN 02 2019
D/M approval 9/4 Date 1/7
Date entered JAN 07 2019
Fund Q01 GL S1900 OC 5339
Check #_________________________
<table>
<thead>
<tr>
<th>Date</th>
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<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/13/2018</td>
<td>Morgan, Keith</td>
<td>Service Ticket:723943</td>
<td>Y 0.75 125.00</td>
<td>$93.75</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Summary: Email help

I was working with Elliot on this issue, and it seems like his office email account is configure as POP. This will download his email to the local computer and remove it from the server. We would have to change that settings on his office computer.

I will give him a call tomorrow to see what can be done.

Thank you.

Subtotal: $93.75
## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### February 1, 2019 Through February 28, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;J Mobility Inc.</td>
<td>011045</td>
<td>7267</td>
<td>Seat Buckle &amp; Strap 01/19</td>
<td>$110.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc.</td>
<td>011060</td>
<td>141774</td>
<td>Inspection &amp; Filter Change 01/19</td>
<td>$1,307.02</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc.</td>
<td>011083</td>
<td>142306</td>
<td>Blower Motor Adm. Pt. 01/19</td>
<td>$1,960.00</td>
</tr>
<tr>
<td>Air Masters of Tampa Bay, Inc.</td>
<td>011083</td>
<td>142307</td>
<td>Service Call - Fitness Center 01/19</td>
<td>$3,127.00</td>
</tr>
<tr>
<td>Atlas Professional Services, Inc.</td>
<td>011084</td>
<td>60869</td>
<td>IT Services 02/19</td>
<td>$440.00</td>
</tr>
<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>011046</td>
<td>19012</td>
<td>WUP - Monthly Permit Reporting 01/19</td>
<td>$490.00</td>
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<tr>
<td>Ballenger &amp; Company, Inc.</td>
<td>011046</td>
<td>19013</td>
<td>IMMS Central Control Monitoring 01/19</td>
<td>$435.00</td>
</tr>
<tr>
<td>BOCC</td>
<td>011056</td>
<td></td>
<td>Hills. County Water Summary 01/19</td>
<td>$3,112.14</td>
</tr>
<tr>
<td>Bright House Networks</td>
<td>011061</td>
<td>041508601013119</td>
<td>5248 Admiral Pointe Dr. 02/19</td>
<td>$154.28</td>
</tr>
<tr>
<td>Bryan Hindman Electric, LLC</td>
<td>011062</td>
<td>6727</td>
<td>Service Call 02/19</td>
<td>$125.00</td>
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<tr>
<td>Cardno, Inc.</td>
<td>011048</td>
<td>267967</td>
<td>Lake Management Services 12/18</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Cardno, Inc.</td>
<td>011048</td>
<td>267971</td>
<td>Sewall Vegetation Control 12/18</td>
<td>$100.00</td>
</tr>
<tr>
<td>CDS Group, Inc</td>
<td>011049</td>
<td>19-0110-03</td>
<td>Dock Pavillion &amp; Dockers 25% Dep 01/19</td>
<td>$5,563.52</td>
</tr>
<tr>
<td>CDS Group, Inc</td>
<td>011063</td>
<td>19-0205-01</td>
<td>Pavillion - 75% Balance 02/19</td>
<td>$7,169.62</td>
</tr>
<tr>
<td>Division of Hotels and Restaurants</td>
<td>011027</td>
<td>File 156791</td>
<td>Case 2018061346 01/19</td>
<td>$250.00</td>
</tr>
<tr>
<td>Egis Insurance Advisors LLC</td>
<td>011050</td>
<td>8456</td>
<td>Property Insurance FY 18/19</td>
<td>$7,301.00</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>011072</td>
<td>022614-5 02/19</td>
<td>Security Cameras 02/19</td>
<td>$138.98</td>
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<tr>
<td>Frontier Communications of Florida</td>
<td>011057</td>
<td>072716-5 01/19</td>
<td>Internet/Gate - Bay Breeze 01/19</td>
<td>$98.98</td>
</tr>
<tr>
<td>Frontier Communications of Florida</td>
<td>011065</td>
<td>092203-5 02/19</td>
<td>Clubhouse Telephone 02/19</td>
<td>$283.52</td>
</tr>
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<td>Phone/Internet/Gate Summary 01/19 B</td>
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<td>Future Plus of Florida, Inc.</td>
<td>011085</td>
<td>P9016492</td>
<td>Lightbulbs 12/18</td>
<td>$109.50</td>
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<tr>
<td>GrayRobinson, P.A.</td>
<td>011073</td>
<td>10841617</td>
<td>Legal Services 01/19</td>
<td>$3,805.50</td>
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<td>Harbor Bay CDD</td>
<td>CD1207</td>
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<td>Debit Card Replenishment</td>
<td>$900.00</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1206</td>
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<td>Debit Card Replenishment</td>
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<td>Hawkins Service Company, Inc.</td>
<td>011074</td>
<td>152631</td>
<td>Service Call 12/18</td>
<td>$571.00</td>
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</tbody>
</table>
Bill To:
Harbor Bay CDD - Mirabay Club
Attn: Destiny Pelzter
C/o Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614
United States

Date  | Invoice
--- | ---
02/19/2019 | 60869

Account
Harbor Bay CDD - Mirabay Club

<table>
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<th>Terms</th>
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<th>Reference</th>
<th>Tax ID</th>
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<table>
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<th>Work Type</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>01 Remote</td>
<td>0.25</td>
<td>135.00</td>
<td>$33.75</td>
</tr>
<tr>
<td>Labor</td>
<td>01 Remote</td>
<td>3.25</td>
<td>125.00</td>
<td>$406.25</td>
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Invoice Subtotal: $440.00
Sales Tax: $0.00
Invoice Total: $440.00
Payments: $0.00
Credits: $0.00
Balance Due: $440.00

Details of your charges, if applicable, are found on the subsequent pages.

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A late fee of 1.5% per month may be assessed on unpaid balances.

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

RECEIVED

Date Rec'd Rizzetta & Co., Inc. FEB 19 2019
D/M approval 2/26 Date 2/26
Date entered FEB 25 2019
Fund 601 GL 57000 OC 5339
Check #
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<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
</tr>
</thead>
<tbody>
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<td></td>
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<td>Y</td>
<td>0.25</td>
<td>135.00</td>
<td>$33.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Summary: Unable to access email</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Talked to Elliot, he is driving now, but we were</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>able to Reset AD acct on the DC, Advised I would</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>reach out to him first thing in the morning to</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>double check on the status.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/12/2019</td>
<td>Phomma vong, Vl</td>
<td></td>
<td>Service Ticket: 760098, Unable to access email</td>
<td>Y</td>
<td>1.00</td>
<td>125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Summary: Unable to access email</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Worked with getting Elliot logged back into his</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>email, had questions about his email syncing on</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>the server. Found old ticket where Keith stated</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>they are using POP email, which deletes it from</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>the server and downloads the email locally. He</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>suggested to get him on imap.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Had troubles configuring his email to imap.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Worked with Scott and got him configured. Spoke</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>to Elliot and explained to him why it was set</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>up on pop. As they have only 2 GB of space in</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>emails and imap will have the mail continue to</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>grow, while POP kept it cleared.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/12/2019</td>
<td>Phomma vong, Vl</td>
<td></td>
<td>Service Ticket: 760098, Unable to access email</td>
<td>Y</td>
<td>1.00</td>
<td>125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Summary: Unable to access email</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Logged in and import his previous pst containing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>all his folders over. Once finished, double</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>check all folders, verified it is all back.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/12/2019</td>
<td>Rod, Brian</td>
<td></td>
<td>Service Ticket: 760098, Unable to access email</td>
<td>Y</td>
<td>0.25</td>
<td>125.00</td>
<td>$31.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Summary: Unable to access email</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Initially, Outlook was stuck in Synching, I</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>restarted Outlook.exe with resetnavpane</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>command. That allowed the Outbox to filter the</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>pending items. Explained that Outlook is pulling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>down the folders and items, and may take 1 to</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 hours to finish. Suggested leaving PC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>powered up, to allow the synch to finish.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/13/2019</td>
<td>Rod, Brian</td>
<td></td>
<td>Service Ticket: 760098</td>
<td>Y</td>
<td>1.00</td>
<td>125.00</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
Summary: Unable to access email

Elliot was missing a specific folder "Projects". I've searched through all the PST / OST files on the machine and located the particular archive in question. For future reference, I renamed the archive to PROJECTS & Folders. Elliot advised this is a very important archive. Also, after speaking with Scott, Ben, Stewart - we concluded this client should be upgraded to Full Exchange, which we can discuss the price increase which is minimal, but will allow for faster support ticket closures, and 25 Gig mailbox size. A win-win situation. Elliot, Please look over the Folder structure, I am in the process of organizing the emails somewhat.

Subtotal: $440.00

Invoice Time Total:  

Billable Hours: 3.50
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check #</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Plus First Aid, Inc.</td>
<td>004030</td>
<td>MB20721</td>
<td>First Aid Supplies 03/19</td>
<td>$ 46.55</td>
</tr>
<tr>
<td>A Plus First Aid, Inc.</td>
<td>004030</td>
<td>MB20722</td>
<td>First Aid Supplies 03/19</td>
<td>$ 107.15</td>
</tr>
<tr>
<td>Atlas Professional Services, Inc.</td>
<td>004024</td>
<td>MB61392</td>
<td>IT Services 03/19</td>
<td>$ 125.00</td>
</tr>
<tr>
<td>Chris's Portable Toilets, Inc.</td>
<td>004016</td>
<td>6403-105867</td>
<td>Portable Toilets 03/19</td>
<td>$ 845.00</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>004006</td>
<td>MB4016216650</td>
<td>Supplies 02/19</td>
<td>$ 246.94</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>004006</td>
<td>MB4016571311</td>
<td>Supplies 02/19</td>
<td>$ 225.42</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>004006</td>
<td>MB4016965206</td>
<td>Supplies 02/19</td>
<td>$ 286.94</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>004006</td>
<td>MB4017381780</td>
<td>Supplies 02/19</td>
<td>$ 305.27</td>
</tr>
<tr>
<td>Coca Cola Beverages Florida LLC</td>
<td>004007</td>
<td>MBINV484209877</td>
<td>Beverage Purchases 02/19</td>
<td>$ 407.59</td>
</tr>
<tr>
<td>Daxko, LLC</td>
<td>ACHDXKO031819</td>
<td>48560</td>
<td>Monthly Operations</td>
<td>$ 604.54</td>
</tr>
<tr>
<td>DeConna Ice Cream Company, Inc.</td>
<td>004008</td>
<td>MBINV00047249</td>
<td>Ice Cream Purchases 02/19</td>
<td>$ 494.92</td>
</tr>
<tr>
<td>DeConna Ice Cream Company, Inc.</td>
<td>004025</td>
<td>MBINV00049459</td>
<td>Ice Cream Purchases 03/19</td>
<td>$ 241.74</td>
</tr>
<tr>
<td>Florida Department of Revenue</td>
<td>004009</td>
<td>398012897341-5</td>
<td>Florida Sales and Use Tax 02/19</td>
<td>$ 1,097.67</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1215</td>
<td></td>
<td>Debit Card</td>
<td>$ 848.95</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1209</td>
<td></td>
<td>Replenishment Debit Card</td>
<td>$ 1,478.57</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td></td>
<td></td>
<td>Replenishment Replenishment</td>
<td>$ 286.05</td>
</tr>
<tr>
<td>JJ Taylor Distributing Florida, Inc.</td>
<td>004017</td>
<td>MB030819</td>
<td>Produce for Harbor Bay 03/19</td>
<td>$ 47.96</td>
</tr>
<tr>
<td>Park Produce</td>
<td>004026</td>
<td>MB411456</td>
<td>Produce for Harbor Bay 02/19</td>
<td>$ 18.70</td>
</tr>
<tr>
<td>Park Produce</td>
<td>004010</td>
<td>MB411462</td>
<td>Produce for Harbor Bay 02/19</td>
<td>$ 21.92</td>
</tr>
<tr>
<td>Park Produce</td>
<td>004010</td>
<td>MB411464</td>
<td>Produce for Harbor Bay 03/19</td>
<td>$ 40.65</td>
</tr>
</tbody>
</table>

*Paid Operation & Maintenance Expenditures*
*March 1, 2019 Through March 31, 2019*
Bill To:
Harbor Bay CDD - Mirabay Club
Attn: Destiny Pelletier
c/o Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614
United States

Date       Invoice
03/12/2019  61392

Account
Harbor Bay CDD - Mirabay Club

<table>
<thead>
<tr>
<th>Terms</th>
<th>Due Date</th>
<th>PO Number</th>
<th>Reference</th>
<th>Tax ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 15 Days</td>
<td>03/27/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services</th>
<th>Work Type</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billable Services</td>
<td>Labor</td>
<td>01 Remote</td>
<td>1.00</td>
<td>125.00</td>
</tr>
</tbody>
</table>

Details of your charges, if applicable, are found on the subsequent pages.

Bills can be paid online at our customer portal at http://portal.atlasps.com

A late fee of 1.5% per month may be assessed on unpaid balances.

Invoice Subtotal: $125.00
Sales Tax: $0.00
Invoice Total: $125.00
Payments: $0.00
Credits: $0.00
Balance Due: $125.00

For questions, call our office at (813) 999-4499 or email billing@atlasps.com.

RECEIVED

Date Rec’d Rizzetta & Co., Inc. MAR 12 2019
D/M approval           Date  3/15
Date entered           MAR 14 2019
Fund 400 GL 5126 OC 5388
Check #
# Invoice Time Detail

**Invoice Number:** 61392  
**Company:** Harbor Bay CDD - Mirabay Club

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff</th>
<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
</tr>
</thead>
</table>
| 03/11/2019 | Rod, Brian      | Service Ticket: 779226 | **Summary:** Email on phone  
Contacted user, was able to reset their password on the Domain controller. 
Logged in, Tested OK - Advised to try logging into a Windows PC for password status (every 30 days) | Y    | 0.50  | 125.00 | $62.50 |

Subtotal: $62.50

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff</th>
<th>Agreement</th>
<th>Notes</th>
<th>Bill</th>
<th>Hours</th>
<th>Rate</th>
<th>Ext Amt</th>
</tr>
</thead>
</table>
| 03/06/2019 | Drummond, Onell | Service Ticket: 775677 | **Summary:** Outlook  
-Reach out and access Ashley workstation through support.atlasps.com  
-Her outlook credentials dialog box keep looping for password  
-Let her login through outlook owa to confirm the email and password is correct  
-close out outlook reopen outlook, end password and outlook was connected | Y    | 0.50  | 125.00 | $62.50 |

Subtotal: $62.50

**Invoice Time Total:**  
**Billable Hours:** 1.00
Tab 19
<table>
<thead>
<tr>
<th>CDD Contract Approval Authority</th>
<th>Signature Authority binding CDD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chair</strong></td>
<td></td>
</tr>
<tr>
<td>Per Resolution 2019-01, noncontinuing expenses more than $5,000 but less than $15,000, with approval of District Manager. Emergency expenses can be approved by the Chair with approval of the District Manager.</td>
<td>Yes, for all contracts in the CDD name per Rule of Procedure 1.1(2)(a).</td>
</tr>
<tr>
<td><strong>Vice Chair</strong></td>
<td></td>
</tr>
<tr>
<td>Per Resolution 2019-01, emergency expenses can be approved by Vice Chair (in the absence of the Chair) with approval of District Manager.</td>
<td>Yes, for all contracts in the CDD name per Rule of Procedure 1.1(2)(b) in the absence of the Chair.</td>
</tr>
<tr>
<td><strong>Other Board Members</strong></td>
<td></td>
</tr>
<tr>
<td>Per Resolution 2019-01, emergency expenses can be approved by an Assistant Secretary (in the absence of the Chair and Vice Chair) with approval of District Manager.</td>
<td>Yes, for all contracts in the CDD name per Rule of Procedure 1.1(2)(e) in the absence of the Chair and Vice Chair.</td>
</tr>
<tr>
<td><strong>District Manager (Rizzetta &amp; Company, Inc. - “RCI”)</strong></td>
<td></td>
</tr>
<tr>
<td>Yes, provided the contract is intended to preserve and maintain a CDD improvement, facility, equipment or as otherwise authorized by the board per s. 190.007(1), F.S., or if the contract is to employ or terminate persons necessary and authorized by the Board.</td>
<td>Yes, provided the document is intended to preserve and maintain a CDD improvement, facility, equipment or as otherwise authorized by the board per s. 190.007(1), F.S., or if the contract is to employ or terminate persons necessary and authorized by the Board.</td>
</tr>
<tr>
<td>This authority has been limited by Resolution 2019-01. Noncontinuing expenses less than $5,000 can be approved by District Manager alone. Noncontinuing expenses more than $5,000 but less than $15,000, also require approval of Chair. Emergency expenses require approval of Chair, Vice Chair, Secretary or an Assistant Secretary in a specific order.</td>
<td>This authority has been limited by Resolution 2019-01. Noncontinuing expenses less than $5,000 can be approved by District Manager alone. Noncontinuing expenses more than $5,000 but less than $15,000 also require approval of Chair. Emergency expenses require approval of Chair, Vice Chair, Secretary or an Assistant Secretary in a specific order.</td>
</tr>
<tr>
<td>Role</td>
<td>Authority to Approve CDD Contracts and Execute Documents Binding CDD</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Club Manager (Rizzetta Amenity Services, Inc. – “RAS”)</td>
<td>No. S. XIV and XXVI of RAS Agreement.</td>
</tr>
<tr>
<td>Amenity Manager (WTS International, Inc. – “WTS”)</td>
<td>No, except Lifestyle Manager permitted for budgeted, small purchases under $2,500 and budgeted, emergency purchases under $2,500. S. 16 of WTS Agreement. Amenity Manager is to submit proposed purchases to District Manager for District Manager to sign contract/purchase order. S. 7, 10, 15-16 of WTS Agreement.</td>
</tr>
<tr>
<td>District Engineer (Cardno)</td>
<td>No.</td>
</tr>
</tbody>
</table>

**BOARD QUESTIONS:**

1. Does the Board want to give the Club Manager more authority to contract in the CDD’s name?

2. Does the Board want to give the Amenity Manager more authority to contract in the CDD’s name?
## SPECIAL DISTRICT WEBSITE COMPLIANCE

### Fla. Stat. §189.069 (2018)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Website Timeframe:</th>
<th>Status:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full legal name of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Public purpose of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Contact information for each governing body member, including the member’s name, official address, official e-mail address, and, if applicable, the member’s term and appointing authority.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Fiscal year of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Full text of the special district’s charter.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Community development districts may reference chapter 190, as the uniform charter, but must include information relating to any grant of special powers.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Date of establishment of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Mailing address of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>E-mail address of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Telephone number of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Internet website uniform resource locator (URL) of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Description of the boundaries or service area of the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Description of the services provided by the special district.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the current fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge.</td>
<td>Permanent, but rates and amounts only must be provided for the current fiscal year.</td>
<td></td>
</tr>
<tr>
<td>Primary contact information for the special district for purposes of communication from the department.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>Budget of each special district, in addition to amendments in accordance with s. 189.418.</td>
<td>Tentative budgets: must be posted at least two (2) days prior to the budget hearing and remain on the website for forty-five (45) days.</td>
<td>Final adopted budgets: must be posted within thirty (30) days after adoption</td>
</tr>
</tbody>
</table>

---

1 If the special district has a defined benefit retirement system there may be additional posting requirements per Fla. Sta. 112.664.
7 Id.
8 Id.
9 Id.
10 Id.
11 Id.
12 Id.
13 Id.
15 Id.
17 Fla. Stat. § 189.069(2)(a)(9). Per DEO guidelines, this should be the same person identified to the Department as the District’s registered agent and registered office.
18 Fla. Stat. § 189.069(2)(a)(10). Per DEO guidelines, one option is to link to the Florida Commission on Ethics – Ethics law webpage (http://www.ethics.state.fl.us/Research/EthicsLaws.aspx)
20 Fla. Stat. § 189.016 (5).
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Duration/Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>and remain on website for two (2) years.</td>
<td></td>
</tr>
<tr>
<td><strong>Budget amendments:</strong> must be posted within five (5) days after adoption and remain on website for two (2) years.</td>
<td></td>
</tr>
<tr>
<td>Final, complete audit report for the most recent completed fiscal year, and audit reports required by law or authorized by the governing body of the special district.</td>
<td>Most recent audit report for most recent completed fiscal year.</td>
</tr>
<tr>
<td>Link to the Department of Financial Services website.</td>
<td>Permanent.</td>
</tr>
<tr>
<td>List of regularly scheduled meetings.</td>
<td>The schedule for must be posted quarterly, semiannually, or annually and remain on the website until the next schedule is available.</td>
</tr>
<tr>
<td>Meeting or workshop agenda, along with any meeting materials available in an electronic format, excluding confidential and exempt information.</td>
<td>Post at least (7) days before the meeting or workshop. Agendas and materials must remain on the website for one (1) year after the meeting or workshop.</td>
</tr>
<tr>
<td>Public Facilities Report, if applicable.</td>
<td>If applicable, the District must post the Public Facilities Initial Report, the Public Facilities Annual Notice of Any Changes, and the Public Facilities Update Report.</td>
</tr>
</tbody>
</table>

21 Id.  
26 Fla. Stat. § 189.015(1).  
28 Id.  
29 Id.  
ADA Website Accessibility
Underwriting Guidelines - Policy Year 2019 - 2020
1 - Accessibility Policy

- An adopted and implemented (or in the process of implementing) website accessibility policy that is consistent with WCAG 2.0 Level A and AA
A disability accessibility statement posted on their website that includes:

- A commitment to accessibility for persons with disabilities
- The accessibility standard used and applied to the District’s website
- Contact information (email and phone number) in case users encounter any problems
3 — **Video / Audio**

- Video and Audio is published or streamed in an accessible format.
Quarterly audits done by a third-party to ensure that the website is in continual compliance with prevailing WCAG standards.
• If the District has been previously sued
  ➢ Settlement Agreement
  ➢ Review remedial measures taken by District
Harbor Bay CDD Website Compliance Proposal

(URL: https://harborbaycdd.org/)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

<table>
<thead>
<tr>
<th>Date</th>
<th>Version#</th>
<th>Comments</th>
<th>Author</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 25, 2018</td>
<td>1.0</td>
<td>Initial version</td>
<td>VB Joshi</td>
</tr>
<tr>
<td>June 18, 2018</td>
<td>1.1</td>
<td>Added document conversion cost</td>
<td>VB Joshi</td>
</tr>
<tr>
<td>June 21, 2018</td>
<td>1.2</td>
<td>Added WCAG Standards Compliance</td>
<td>VB Joshi</td>
</tr>
<tr>
<td>August 10, 2018</td>
<td>1.3</td>
<td>Added CDD Specific details</td>
<td>VB Joshi</td>
</tr>
<tr>
<td>Jan 5th 2019</td>
<td>1.4</td>
<td>Discussion with Management Company</td>
<td>VB Joshi</td>
</tr>
<tr>
<td>Feb 15th 2019</td>
<td>2.0</td>
<td>Human Audit Seal</td>
<td>VB Joshi</td>
</tr>
</tbody>
</table>

VGlobalTech, the ADA, WCAG Compliance Experts, with over 100 ADA & WCAG compliant websites created (….and counting) to-date! We have also partnered with a non-profit agency to conduct Human Audit and Certification Seal

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5.0  References: ................................................................................................................................13
1.0 The Law

Source:

189.069 Special districts; required reporting of information; web-based public access.—

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district’s official website:

1. The full legal name of the special district.

2. The public purpose of the special district.

3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.

4. The fiscal year of the special district.

5. The full text of the special district’s charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.

6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.

8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services’ website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department’s website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection
2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: [https://www.w3.org/WAI/standards-guidelines/wcag/](https://www.w3.org/WAI/standards-guidelines/wcag/)

Visit [http://vglobaltech.com/website-compliance/](http://vglobaltech.com/website-compliance/) for more details, do a website compliance check on your website and to download a PDF proposal.
2.1 Common Problems and VGlobalTech Solutions for Website Accessibility

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.
2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
   - This means that users must be able to perceive the information being presented (it can’t be invisible to all of their senses)

2. **Operable** - User interface components and navigation must be operable.
   - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)

3. **Understandable** - Information and the operation of user interface must be understandable.
   - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)

4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
   - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.
Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more usable by all people, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Upon full remediation the CDD Website shall receive VGlobalTech’s and Human Audit Compliance Seals
### 3.0 Pricing

**Website Complexity: Large Level Websites**

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

#### 3.1 One time (website conversion and compliance cost):

<table>
<thead>
<tr>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Update website as per ADA Website Compliance – Update ALL webpages on the website / Create new website with all current content. Create an accessibility before and after document, code review, html updates, plugins / security updates required for ADA and WCAG compliance</td>
</tr>
<tr>
<td>2. Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility</td>
</tr>
<tr>
<td>3. ADA Standards application (as per Section 1 above). ADA.gov, <strong>Web Content Accessibility Guidelines (WCAG)</strong></td>
</tr>
<tr>
<td>4. PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance</td>
</tr>
<tr>
<td>5. Create a webpage showing websites ADA Compliance efforts</td>
</tr>
<tr>
<td>6. Create customized footer with VGlobalTech’s ADA Compliance Seal (valid for 1 year only)</td>
</tr>
<tr>
<td><strong>Total (one-time compliance / conversion cost): $5775 / one time</strong></td>
</tr>
</tbody>
</table>
3.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Annual Maintenance – It is critical to maintain compliance as websites get updated):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

<table>
<thead>
<tr>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Perform ADA Website Compliance Check for current website – All new webpages on the website</td>
</tr>
<tr>
<td>2. Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)</td>
</tr>
<tr>
<td>3. Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)</td>
</tr>
<tr>
<td>4. Support (upto 8 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any). Posting new documents, minutes, agendas etc to the websites as needed – Worry Free Monthly Maintenance.</td>
</tr>
<tr>
<td>5. PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance – Upto 2 years of documents only as required by Florida Statute</td>
</tr>
</tbody>
</table>

**Annual Maintenance (starts after initial compliance engagement quoted above section is complete): $1550 / year**
(can be broken up into smaller monthly bills)
This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *unless otherwise noted

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech’s work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME’s in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client’s initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.
4.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

_The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement._

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

☐ Section 3.1: One time (website conversion and compliance cost):

☐ Section 3.1: One time (website conversion and compliance cost) + Section 3.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Annual Maintenance – It is critical to maintain compliance as websites get updated):

For Customer ________________________________ Date ____________

VB Joshi _______________________________________________________________________

For VGlobalTech ________________________________ Date ____________
5.0 References:


U.S. Department of Justice, Civil Rights Division, Disability Rights Section https://www.ada.gov/websites2.htm

Web design Standards: https://www.w3schools.com/

Web Content Accessibility Guidelines (WCAG) https://www.w3.org/TR/WCAG21/

VGlobalTech Web Content Accessibility Implementation and Checkpoints: http://vglobaltech.com/website-compliance/
ADA Site Compliance is a leading provider of website accessibility and solutions for businesses and government. Our team includes specialists in auditing and remediation, coding, PDFs and WCAG compliance. Entities of all sizes and across industries trust our expertise in making their digital assets usable and enjoyable for all while meeting the guidelines of the ADA.
The Florida Department of Economic Opportunity requires that all special district websites, by law, be fully accessible to those with disabilities. Community Development Districts (CDDs) and other special purpose entities must ensure that all content on their sites comply with the Americans with Disabilities Act, a 1990 federal law.
How Do People with Disabilities Use My Website?

**HEARING IMPAIRED**
All media that can be heard – videos, sound bites – must have a written description.

**VISUALLY IMPAIRED**
Sites must be properly built to let assistive devices read all visual elements aloud to blind and low-vision users.

**PHYSICALLY IMPAIRED**
Keyboard shortcuts must permit disabled users to navigate a site without using a mouse.

“Accessible design is good design”
Steve Ballmer
Former CEO, Microsoft
Costs: Reputational & Monetary

- Web accessibility lawsuits are on the rise and continue to be backed by the U.S. Department of Justice.
- The cost to hire attorneys and pay associated fees can range from tens of thousands of dollars to the high-six-figures.
- Related costs include human capital, negative PR, stress on your district, and reputational damage via traditional and social media.

“We believe very deeply that accessibility is a human right”
Tim Cook
CEO, Apple
First Steps: Risk-Mitigation

**Compliance Shield**
A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.

**Site Accessibility Policy**
A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.

**Compliance Audit Report**
A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.
Option 1 – Audit & Remediation of Your Current Site

Phase 1 – Technological Auditing

Technological auditing identifies up to 30% of the errors on a website. A detailed report indicates the line of code to be corrected, along with a screen shot of the error and a recommendation for remediating the issue.

Phase 2 – Human Expert Auditing

Only human expert auditing can reveal the 70-80% of compliance failures that technological auditing cannot find. This applies both to webpages and PDFs, the latter of which can only be made accessible with human-expert-led remediation.
**Option 2 – Site Migration**

**Phase 1**

Migration of All Content

Our technical team migrates your existing website over to a brand new site built on accessible themes that ADA Site Compliance has designed and maintains – and that is proven to be compliant under the ADA.

**Phase 2**

Quality Assurance

Post-migration, our technical team tests your newly migrated site for the same WCAG 2.1-level criteria we use when auditing and remediating existing sites.
Without human expert auditing, your website and PDFs will not be compliant, accessible, and usable.

Web Developers and IT Teams are NOT Audit and Compliance Experts

Auditing correctly the first time saves you time and money.
Welcome to the official website for the Waterset Central Community Development District (the “District”). This website is funded on behalf of the District to serve two major purposes. The first is to comply with Chapter 190.068 of the Florida Statutes, which requires each special district to maintain an official internet website. The second is to help educate the general public about the services provided by the District, and to highlight the other agencies involved in the day-to-day operations of the community. These agencies include, but are not limited to the Florida Department of Economic Opportunity, Hillsborough County and the Waterset Central homeowners’ association.

Upcoming Events

Welcome

December 13, 2018 at 9:00 am
January 10, 2019 at 9:00 am
February 14, 2019 at 9:00 am
March 14, 2019 at 9:00 am
April 11, 2019 at 9:00 am
May 9, 2019 at 9:00 am
June 13, 2019 at 9:00 am
July 11, 2019 at 9:00 am
August 8, 2019 at 9:00 am
September 12, 2019 at 9:00 am

Community Development Districts – What you should know!

A Community Development District (CDD) is a governmental unit created to serve the long-term specific needs of its community. Created pursuant to chapter 190 of the Florida Statutes, a CDD’s main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents.

What will the CDD Do?

Through a CDD, the community can offer its residents a broad range of community-related services and infrastructure to help ensure the highest quality of life possible. CDD responsibilities within our community may include storm water management, potable and irrigation water supply, sewer and wastewater management, and street lights.
Option 1:

$5,900 (year one) - auditing & remediation of the existing Harbor Bay CDD website
- Harbor Bay CDD owns 100% of the website content
$1,500 (annually) - to ensure continued accessibility and compliance as WCAG standards change
- includes 10 free hours of annual consulting (a $2,500 value)
- includes monthly tech audit reports for ongoing maintenance (a $499 value)
- annual fee is waived in year one
$2.90 per page - PDF human expert auditing & remediation**

Option 2:

$3,900 (year one) - migration of current site content to new, ADA-compliant format
- Harbor Bay CDD owns 100% of the website content
$900 (annually) - to ensure continued accessibility and compliance as WCAG standards change
- includes 10 free hours of annual consulting (a $2,500 value)
- includes monthly tech audit reports for ongoing maintenance (a $499 value)
- annual fee is waived in year one
$2.90 per page - PDF human expert auditing & remediation

* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients
** PDF auditing & remediation is not included in either option
Contact Information

ADA Site Compliance, LLC

Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com
AdaSiteCompliance.com

“If you think compliance is expensive, try non-compliance.”
Statement of Work (SOW) Agreement to Perform Consulting Services

Date | Services Performed By | Services Performed For
--- | --- | ---
May 7, 2019 | ADA Site Compliance, LLC | Harbor Bay CDD

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement between Harbor Bay CDD (“Client”) and ADA Site Compliance, LLC (“Contractor”), effective May 7, 2019 (the “Agreement”). This SOW is subject to the terms and conditions contained in the agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the agreement, the terms of the SOW shall govern and prevail.

This SOW, effective as of May 7, 2019, is entered into by and between Contractor and Client for Client’s website www.harborbaycdd.org and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the SOW shall prevail.

**Period of Performance**

The services shall begin on the date of the Agreement’s execution and shall continue through completion or termination, subject to the termination provisions below.

**Process & Engagement**

ADA Site Compliance uses both technological (i.e. software-based) and human expert auditing to detect compliance failures for websites, mobile applications, PDFs, and other digital assets. We evaluate their accessibility against evolving web content accessibility guidelines (currently WCAG 2.1) and offer the solutions below. In both cases, we will deliver you a website that has been audited and remediated for substantial compliance with current standards.

**Option 1** – Our team of human expert auditors performs manual compliance testing of your existing website using
screen reader software and keyboard shortcuts. This testing method best simulates the actual conditions a user with disabilities experiences when visiting your site and is therefore the most reliable gauge of its real-world accessibility. **Full human expert auditing for all WCAG criteria is the only auditing method known to make a website accessible. Semi-manual or software-based approaches will not make your website compliant.**

Our remediation team uses the resulting audit report to make all relevant fixes to your existing site via its source code. We then re-submit the fixed pages for round two of human auditing and a corresponding second round of corrections. This is to ensure all failures have been addressed and that no new ones were created in the process.

Throughout the process and afterward, you will receive monthly technological audit reports that identify all errors that software can detect. As noted above, software-based reports alone cannot identify 100% of accessibility failures; at best, they can uncover about one-third of them. As such, your technological reports are intended only as a general diagnostic of your site's ongoing compliance health – not as a measure of your site's overall accessibility.

**Option 2** – Our team will migrate your existing site to an accessible and compliant theme built and maintained by ADASC. Harbor Bay CDD will own all site content, and Rizzetta & Company will continue to host and provide backup for your site. Post-migration, our audit and design teams will continuously monitor your new website for its substantial compliance with current standards. By building a new site on an accessible and compliant theme, we avoid the significant preparation and testing costs associated with Option 1. This is reflected in the price difference between the two options.

### Scope of Work & Deliverables

Contractor shall provide the following services/deliverables for Client and its site, www.harborbaycdd.org:

#### Technological Auditing
- Customized software-based auditing of the entire web domain
- Detailed monthly audit reports (a $499 value) including the precise location in the code of each failure, a description of the error, a picture for visual context, and a suggested remediation step
- Technological audit reports capture approximately one-third of known failures and are intended as a broad diagnostic and accountability tool, not as a full compliance blueprint

#### Site Migration (Option 2 only)
- Contractor will migrate the content of Client’s existing website to one built on Contractor’s own themes that are known to be accessible and compliant with WCAG 2.1 standards
- Content may include, but is not limited to, pictures, text, tables, video files, and forms
- Some existing functionality and content, including that provided by third-party vendors, may be impossible to migrate “as is” from the existing site to the new one, in which case another solution may be required
- Review by Contractor’s technical team leaders of the migrated site for quality assurance

#### PDF Auditing & Remediation (if applicable)
- Contractor will manually audit, remediate, and deliver to Client fully accessible PDFs
- Remediation done in accordance with WCAG 2.1 criteria and PDF UA & Universal Design best practices
• All files validated using commonly used assistive technology software
• This service is not automatically included with either migration or auditing/remediation
• Per-page pricing is included in the Fee Schedule section of this SOW

Customized Accessibility Policy & Compliance Shield
• Indication of Client’s active engagement with recognized experts in the field of website accessibility and compliance; the deliverable is uploaded to the footer of Client’s website and acts as a deterrent to litigation from trolling plaintiffs and/or attorneys
• Statement of Client’s specific ongoing strides toward compliance with current WCAG standards – to be posted on the website (links to ADA Compliance Shield)
• Alternate contact info for users to report inaccessible areas of Client’s website and to request assistance – to be posted on the website (links to ADA Compliance Shield)

Technical Support
• Ten (10) FREE hours of technical support (a $2,500 value) to Client and/or its developers via email, phone, video, and (where feasible) in-person contact

Fee Schedule

Option 1:
$5,900 (year one) – auditing and remediation of the current Harbor Bay CDD website
$1,500 (annually) – to ensure continued accessibility and compliance
$2.90 per page – PDF human expert auditing and remediation

Option 2:
$3,900 (year one) – migration of the current website to a new site built on ADA-compliant themes
$900 (annually) – to ensure continued accessibility and compliance
$2.90 per page – PDF human expert auditing and remediation

The above pricing reflects a 20% discount based on Client’s contract with Egis Insurance and Risk Advisors. One-half (50%) of the year-one fee for services is due at the time of the Agreement’s signing, with the balance due upon Client’s acceptance of the final deliverables.

The annual fee, to be paid one (1) year after the execution date of this SOW, includes Client’s continued use of Contractor’s Compliance Shield and Accessibility Policy; updates made to the Accessibility Policy to reflect changing standards and laws; monthly technological auditing and reporting, and continued consulting.

Completion Criteria

Contractor will make all reasonable efforts to complete human expert auditing in an expeditious way. The process of migrating, auditing, and remediating website-based content is time-intensive and typically takes between thirty (30)
and forty-five (45) days, per round, to complete. This excludes any time needed to remediate the identified failures and to validate their corrections. The total completion time for multiple rounds of human expert auditing may be three (3) to six (6) months in all. For sites of significant complexity, this term may be longer.

Contractor shall have fulfilled its obligations to Client when either of the following occurs:

- Contractor provides Client all deliverables above, and Client accepts these without unreasonable objections. If Contractor receives no response within seven (7) business days of delivery, this shall be deemed acceptance.
- Contractor and/or Client may cancel services not yet provided within sixty (60) business days with advance written notice to the other party.

**Signatures**

In witness whereof, the Parties have, by their duly authorized representatives, executed this SOW as of the date first set forth above.

**ADA SITE COMPLIANCE, LLC**

By:______________________________
Name:____________________________
Title:____________________________

**HARBOR BAY CDD**

By:______________________________
Name:____________________________
Title:____________________________
Tab 21
RESOLUTION 2010-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE FOR THE FORMATION AND CONDUCT OF OFFICIAL COMMITTEES OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING STAFF TO PROVIDE NOTICE AND AN OPPORTUNITY FOR A PUBLIC HEARING IF REQUESTED; PROVIDED SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harbor Bay Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution Rules of Procedure for the Formation and Conduct of Official Committee of the District (“Committee Rules”).

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

SECTION 1. The Committee Rules adopted pursuant to this resolution is necessary for the conduct of District business. These rules shall stay in full force and effect until such time as the Board of Supervisors may further amend these rules in accordance with Chapter 190, Florida Statutes.

SECTION 2. If any provision of this Resolution or these Committee Rules is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

SECTION 4. The Committee Rules as found in attached Exhibit “A” are hereby adopted as the rules and policies for the formation, appointment and conduct of official committees of the Harbor Bay Community Development District Board of Supervisors.

SECTION 5. There are no regulatory costs associated with the adoption of these rules, however, compliance with advertisement and notice requirements under Florida Statutes by
operation of these rules will incur costs, as required to comply with the advertising and notice provisions of the statutes.

PASSED AND ADOPTED this 22nd day of October, 2009.

BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Chairman,
Board of Supervisors

ATTEST:

[Signature]
Secretary, Assistant
Board of Supervisors
District Policy for Official Committee Formation / Establishment

The Board of Supervisors of the Harbor Bay Community Development District reserves the right to amend the policies contained herein at their sole and absolute discretion.

Definitions:

Community Development District: means a local unit of special-purpose government which is created pursuant to Chapter 190 of the Florida Statutes and limited to the performance of those specialized functions authorized by such statute; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this statute for the purpose of the delivery of urban community development services; and the formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.

Official Committee: a body of persons delegated to consider, investigate, or report on some matter; especially a group of residents chosen by the Board of Supervisors to give consideration to certain matters.

Steps to Formation / Establishment:

1. The District’s Board of Supervisors will have sole and absolute authority and determination if an official committee needs to be formed / established to address a specific business matter (“Scope of Business”) of the District.
   a. By way of official committee formation / establishment, the Board of Supervisors authorizes the District Management Office to advertise such official committee meetings in accordance to Section 4 of this document and to the extent required by Florida Law.
   b. The District’s Board of Supervisors reserves the right to amend the committee’s Scope of Business at any time between initial committee formation / establishment through committee termination / dissolution.

2. The District’s Board of Supervisors will have sole and absolute authority and determination on the number of members that will comprise an official committee of the District.
   a. Committee membership at minimum will consist of three (3) persons:
      i. Committee Chair
      ii. Committee Vice Chair
      iii. Assistant Secretary

3. The District’s Board of Supervisors will have sole and absolute authority and determination on official committee member appointment and selection by way of successful motion (1st, 2nd, MC).
   a. Members of the District’s Board of Supervisors have and may exercise the right to place themselves in line for appoint and selection to an official committee of the District. The same rules of appointment and selection apply.
   b. The District’s Board of Supervisors maintains the right to add additional committee members at any time between initial committee formation / establishment through committee termination / dissolution. The same rules of appointment and selection apply.
   c. More than one of the District’s Board of Supervisors may attend meetings of an official committee (as either a committee member (if so appointed) or general audience member).

4. To assure compliance with all applicable laws regarding advertising and notice and to properly advise both the public and the Board of the working schedules of the committees, committee meetings, the
District's Board of Supervisors will have sole and absolute authority and determination in setting the dates, times, and locations for all meetings of official committees of the District.

a. All meetings must be decided upon at the time of official committee formation by the District's Board of Supervisors.

b. Should an official committee require additional meetings upon post committee formation / establishment outside the previously set schedule determined at the time of committee formation, the Committee Chair / Vice Chair will need to request authorization from the Board of Supervisors at a regularly scheduled District meeting. Approval of such request will be determined by way of successful motion (1st, 2nd, MC).

c. In emergency situations following post committee formation / establishment, the Board Chair / Vice Chair of the Board of Supervisors will have the authority to authorize the District Management Office to advertise for additional official committee meetings outside of regularly scheduled District meetings.

5. Committee Proceedings & Structure:

a. All meetings will be audio recorded for record purposes.

b. All meetings will be called to order in the same fashion as regularly scheduled District Meetings.
   i. Statement of Committee Name
   ii. Statement of Date & Time
   iii. Disclosure of Committee Members present
   iv. Discussion & Consideration of Committee Business (Content Limited to Committee's Scope of Business)
      1. No business agenda is required, but will be made available in advance by the District Management Office at the direction of the Committee Chair / Vice Chair
      v. Committee business matter(s) resolution(s) will be concluded by way of successful motion (1st, 2nd, MC)
      vi. Motion for meeting adjournment (1st, 2nd, MC)

c. All meetings will be open to the general public for attendance.

d. Public Comment & Testimony will be made available for general audience member attendance prior to committee meeting adjournment.

e. Opinions or recommendations of the committee may either be made verbally or written as directed by the District's Board of Supervisors.
   i. Opinions or recommendations of the committee must be entered on record at a regularly scheduled District meeting by the Committee Chair, Vice Chair or District Staff to insure integrity and validity.
   ii. Subsequent to a Committee's opinion or recommendation being entered on record, the District's Board of Supervisors must acknowledge such information by way of general consensus.

6. Committee Authority:

a. Committees have the authority to furnish either an opinion or recommendation to the District's Board of Supervisors.

b. Committees do not have the authority to:
   i. Authorize the spending of District funds.
ii. Sign Legal Binding Agreements on behalf of the District.
iii. Direct District Staff outside the Scope of Business of the committee’s establishment.
iv. Direct District Employees, Consultants and/or Vendors.

7. Committee Member Removal:
   a. The District's Board of Supervisors reserves the right and discretion at any time to remove a committee member, with or without cause.
   b. Committees have the right to petition the District's Board of Supervisor for committee member removal. Such request must be submitted in writing to the District Management Office for placement on the next regularly scheduled District meeting agenda. A request for removal may only be submitted by Committee Chair / Vice Chair. The request must further contain majority advocacy of fellow committee members by way of their printed name and signature.
   c. Committee members do not have the authority to remove fellow committee members.
   d. Once appointed to an official committee of the District, committee members can be removed by:
      i. Personal Resignation
      ii. Successful Committee Member Removal Request (as defined in section 7b of this document)
      iii. Direct District Board of Supervisor Action (Successful Motion - 1st, 2nd, MC)

8. Governing Laws, Statutes & Legislation:
   a. Official Committees will abide by all applicable legal regulations & policies governing their existence:
      i. State – State of Florida
      ii. Local – Hillsborough County
      iii. Special Unit of Localized Government – Harbor Bay Community Development District
   b. Official Committees are subject to Florida “Sunshine” Laws, applicable financial disclosure laws, and applicable ethics laws.
   c. Should any of the policies contained herein conflict with any State (Florida) or Local (Hillsborough) laws, statues or legislation, the policies of those institutions (State & Local) shall prevail.

9. Committee Termination and Dissolution:
   a. The District's Board of Supervisors reserves the right to dissolve and an official committee of the District at any time. (Successful Motion – 1st, 2nd, MC)
   b. Official committees do not have the power or authority to dissolve themselves.
      i. Official committees may request dissolution from the District's Board of Supervisors. Such request must be submitted in writing to the District Management Office for placement on the next regularly scheduled District meeting agenda. A request for dissolution may only be submitted by Committee Chair / Vice Chair. The request must further contain majority advocacy of fellow committee members by way of their printed name and signature.
   c. In emergency situations, the Board Chair / Vice Chair of the District's Board of Supervisors will have the authority to dissolve official committees of the District outside regularly scheduled District meetings.
Notes & Clarifications:

1. Whereby the Board Chair's Signature & Authorization of the District's Board of Supervisors cannot be obtained because of mental incapacity, physical ailment, or unavailability; the Board Vice Chair's Signature & Authorization may substitute.

2. Whereby the Committee Chair's Signature & Authorization cannot be obtained because of mental incapacity, physical ailment, or unavailability; the Committee Vice Chair's Signature & Authorization may substitute.
RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT REPEALING RESOLUTION 2010-02; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harbor Bay Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt policies to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the District previously adopted Resolution 2010-02 which established policies for the formation of official committees of the District; and

WHEREAS, the Board no longer desires to have general policies governing the formation of official committees of the District and instead will set parameters for specific individual committees at their time of formation; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to repeal Resolution 2010-02 in its entirety.

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

SECTION 1. Resolution 2010-02 is hereby repealed in its entirety and of no further force and effect.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of May, 2019.

ATTEST: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Print Name: ___________________ Chairman/Vice Chairman
Secretary/Assistant Secretary
Tab 23
TO: Board of Supervisors, Harbor Bay CDD

FROM: WTS, Club Manager – Ashley Adkins

DATE: May 8, 2019

RE: Fitness Equipment Bids

Dear BOD,

WTS has collected three different fitness equipment bids. You will see a summary sheet directly following this page. This was created to give you a one page view on pieces of equipment, prices, what we currently have, what will be added, etc. Below the summary page, you will find the detailed quotes in the following order:

Bid #1
FitRev Powerpoint
Fit Rev quoting Precor Strength & Cardio Quote
Lobby Area Quote (these will say FitRev at the top)

Bid #2
Fitnessmith Strength, Cardio & Lobby Area Quote

Bid #3
TechnoGym Strength, Cardio & Lobby Area Quotes
## Current Equipment

<table>
<thead>
<tr>
<th>Current Equipment</th>
<th>PRECOR</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>FITNESSMITH</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>TECHNOGYM</th>
<th>Unit Price</th>
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<td>$2,106</td>
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<td>Rower</td>
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</table>

## TOTAL SUMMARY

| Strength               | $35,785.00 | Strength               | $35,479.00 | Strength               | $50,064.80 |
| Lobby Area & Accessories | $12,475.99 | Lobby Area & Accessories | $11,672.00 | Lobby Area & Accessories | $7,015.35 |
| Installation & Freight | $10,825.00 | Installation & Freight | $11,608.00 | Installation & Freight | $13,559.54 |
| Trade in Allowance     | ($3,500.00) | Trade in Allowance     | ($3,000.00) | Trade in Allowance     | ($3,500.00) |
| **Total**              | $101,145.24 | **Total**              | $101,084.00 | **Total**              | $128,471.25 |
WHY PARTNER WITH FITREV

- LONGEST TENURED FITNESS COMPANY IN THE AREA
- LONGEST RELATIONSHIP WITH MANUFACTURERS
- LOCAL REPRESENTATIVES
- 24 HOUR SERVICE CALL RESPONSE GUARANTEE
- NEW EQUIPMENT ORIENTATION
- STAFF TRAINING
WHY PARTNER WITH PRECOR

- MADE IN THE USA (PARTS READILY AVAILABLE)
- INNOVATOR: TREADMILL, EFX, AMT
- LARGEST NETWORK OF SERVICE TECHNICIANS
- LOWEST WARRANTY CLAIM RATE <1%
- HIGHEST TRADE IN VALUE >10% AFTER 5 YEARS
- RATED # 1 IN 12 CATEGORIES INCLUDING QUALITY
- AND AFTER SALE CUSTOMER SERVICE
- COMPATIBLE WITH MOST CABLE PROVIDERS
The Precor Advantage

- Simple and Reliable
  - Thoughtful design that delivers great performance and low cost of ownership

Design
- Fewer parts
- Service access
- Common fasteners
- Common assemblies

Materials
- Premium materials
- Quality suppliers
- Looks good over time

Test
- Component testing
- Whole unit testing
- In-facility testing

Build
- Process control
- Automation
- Operational efficiency

Service
- Easy to clean
- Easy to maintain
- Active Status Light
- In-field diagnostics
Experience™ Series 830 Line

The Experience Series 830 Line console focuses on the essential stats and displays that keep exercisers moving. From the start, you’ll see that the form and function of the P30 console complements other Precor consoles, right down to the same easy-to-use motion controls.

The P30 console features a mobile device charger, enabling exercisers to charge most mobile phones including phones running Android®, Apple®, Blackberry® and Windows® operating systems, and small MP3 players. It also provides charging to tablets and electronic book readers.

An advanced, LED-based display clearly delivers the essential stats during the workout, including calories burned, time remaining/elapsed, heart rate, speed, pace, and distance. And, just as with all Experience Series cardio, the 830 Line features the same precision-designed, reliable, and approachable cardio equipment from Precor.

<table>
<thead>
<tr>
<th>P30 Console Specifications</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Display Type</td>
<td>Large LED Display</td>
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<tr>
<td>Machine Controls</td>
<td>Motion Controls</td>
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<tr>
<td>Numeric Keypad</td>
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<tr>
<td>Units Selection</td>
<td>Metric and U.S. Standard</td>
</tr>
<tr>
<td>Languages</td>
<td>English, Chinese, Dutch, French, German, Hebrew, Italian, Japanese, Portuguese, Russian, Spanish</td>
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<tr>
<td>Reading Rack</td>
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<tr>
<td>Personal Viewing System (PVS)</td>
<td>Optional - 15.6 in / 39.6 cm PVS</td>
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<tr>
<td>Entertainment Cap</td>
<td>Optional - 800 / 900 MHz</td>
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<tr>
<td>Mobile Device Charger</td>
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</tbody>
</table>

**KEY:**  - Standard  ◆ Optional  - Not available
EXPERIENCE™ SERIES 830 LINE

AMT® 835 with Open Stride™
Adaptive Motion Trainer®
- Exerciser-defined motion
- Adaptive stride length from 0 - 36 in (0 - 91 cm)
- Adjustable stride height with Open Stride™ from 6.8 - 10 in (17 - 25 cm)
- Total body workout

EFX® 835 with
Converging CrossRamp®
Elliptical Fitness Crosstrainer™
- Converging CrossRamp® is adjustable between 10 and 35 degrees
- Total body workout
- Moving handlebars

EFX® 833 with
Converging CrossRamp®
Elliptical Fitness Crosstrainer™
- Converging CrossRamp® is adjustable between 10 and 35 degrees
- Fixed handlebars

TRM 835
Treadmill
- Incline range: -3% to 15% incline
- Ground Effects® Impact Control System
- Integrated Footplant Technology™
- Speed 0.5 - 16 mph (0.8 - 25.5 kph)
- Auto Stop™
- Active Status Light

UBK 835
Upright Bike
- Over-molded handlebars
- Ergonomically-designed saddle
- Dual-sided pedals with integrated straps
- Simple single-handed seat adjustment

RBK 835
Recumbent Bike
- Step-through design
- Ventilated, suspension-mounted air flex seat back
- Dual-sided pedals with integrated straps
- Simple single-handed seat adjustment

CLM 835
Climber
- Smooth feel and quiet movement
- Self-powered generator resistance system
- Belt drive system
STRENGTH
Vitality Series Selectorized
Icarian Functional
Discovery Benches and Racks
Vitality™ Series

The Vitality Series provides operators with a comprehensive conditioning circuit while staying within the space and budget requirements for a wide range of facilities, from hotels to apartment complexes to community centers.

Easy to Use

Simple, step-by-step instructional placards help exercisers get set-up and include tips to help maximize workouts.

Welcoming Design

Translucent shrouds enclose weight stacks, creating a sense of privacy helpful to new exercisers, while maintaining openness throughout your facility.

Vitality Series Colors

<table>
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<tr>
<th>Frame</th>
<th>Upholstery - Standard</th>
<th>Upholstery - Optional</th>
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<td>All Spice</td>
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<td></td>
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<td>American Beauty</td>
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* Colors may vary
* Upholstery colors other than black are available at an additional cost.
* Custom colors are available. Please contact a Precor sales representative.
Product Features

1. Adjustable Thigh Pad
   The thigh hold-down pad features an easy to adjust mechanism to accommodate a wide range of exercisers.

2. Two Exercises, One Machine
   The dual-function unit accommodates both the lat pulldown and mid-row exercise movements and features an extended seat and foot bar to facilitate both exercises.

3. Protective Bar Storage
   The row bar rests on a storage plate with a protective coating so that the bar is out of the way when the pulldown is being used. The protective coating protects the storage plate from scratches and dents.

4. Add-On Weight
   Exercisers can easily engage the add-on weight with a simple push of a lever to increase the work load.

5. Instructional Placard
   Simple step-by-step instructions for exercisers of all levels to help with setup and exercise, including tips to help maximize workouts.
CO24ES Multi-Press
VITALITY™ SERIES

Product Features

1. Adjustable Start Position
   Comfortable, oversized grips with multiple positions and a simple seat adjustment make it easy for exercisers to get in position for proper exerciser form.

2. Three Exercises, One Machine
   The unit accommodates three pressing movements - bench press, incline press, and shoulder press - all in one product.

3. Similar to Free Weight Positions
   When using the Multi-Press, exercisers will quickly realize how similar it feels to using free weights for the same exercises.

4. Add-On Weight
   Exercisers can easily engage the add-on weight with a simple push of a lever to increase the work load.

5. Instructional Placard
   Simple step-by-step instructions for exercisers of all levels to help with setup and exercise, including tips to help maximize workouts.
Product Features

1. Adjustable Positions
   An easy-to-use start position adjustment and dual hand positions provide variety for both the Pec Fly and Rear Delt movements.

2. Back Pad
   The long, narrow back pad provides back support for Pec Fly exercise and chest support for Rear Delt movement.

3. Pivoting Arms
   To encourage proper positioning in both exercises with minimal adjustments, the arms automatically pivot when the exerciser enters, adjusting to various arm lengths and positions.

4. Add-On Weight
   Exercisers can easily engage the add-on weight with a simple push of a lever to increase the work load.

5. Instructional Placard
   Simple step-by-step instructions for exercisers of all levels to help with setup and exercise, including tips to help maximize workouts.
**Product Features**

1. **Resistance Design**
   The movement arm is designed to ensure that a smooth resistance is felt through the entire range of motion, eliminating common dead spots found in similar machines.

2. **Adjustable Start Position**
   The start position is easily adjusted while the exerciser is sitting in the unit, enabling them to get moving faster.

3. **Counterbalance**
   The counterbalanced movement arm creates a proper motion path and low starting lift weight.

4. **Two Exercises, One Machine**
   The unit features a combination auto-adjust biceps/triceps grip, allowing exercisers to easily switch between the two movements.

5. **Instructional Placard**
   Simple step-by-step instructions for exercisers of all levels to help with setup and exercise, including tips to help maximize workouts.
**Product Features**

1. **Walk-In Design**
   All of the adjustments on this unit provide the exerciser with a clear path for an easy entry and exit.

2. **Adjustable Start Position**
   The start position, ankle pad, and shin pad easily adjust from the seated position, making it easier for the exerciser to get in and fit the unit to their needs once seated.

3. **Counterbalance**
   The counter-balanced movement arm creates a proper motion path and low starting lift weight.

4. **Add-On Weight**
   Exercisers can easily engage the add-on weight with a simple push of a lever to increase the work load.

5. **Instructional Placard**
   Simple step-by-step instructions for exercisers of all levels to help with setup and exercise, including tips to help maximize workouts.
**Product Features**

1. **Wear-Resistant Foot Pad**
   The vertical position, articulating foot pad most accurately mimics a squat movement and allows for full extension during the calf exercise.

2. **Instructional Placard**
   Simple step-by-step instructions for exercisers of all levels to help with setup and exercise, including tips to help maximize workouts.

3. **Add-On Weight**
   Exercisers can easily engage the add-on weight with a simple push of a lever to increase the work load.

4. **Back Pad Adjustments**
   Back pad adjustment features a custom-molded sleeve-tube that inserts into oval-shaped steel tubing and ensures stable, low-friction seat adjustments. A viewing hole and etched numbers on the sleeve-tube allow for accurate positioning of back pad.
C008ES **Inner / Outer Thigh**

**VITALITY™ SERIES**

**Product Features**

1. **Adjustable Start Position**
   The start position easily adjusts for proper exerciser positioning.

2. **Two Exercises, One Unit**
   The unit accommodates movement for both the inner and outer thighs, with easy switching between the two courtesy of a simple adjustment of the center peg.

3. **Dual Foot Pegs**
   The different placements of the foot pegs encourage proper fit of the unit to the exerciser.

4. **Thigh Pads**
   The pivoting thigh pads are angled for improved function and comfort during workouts.

5. **Add-On Weight**
   Exercisers can easily engage the add-on weight with a simple push of a lever to increase the work load.

6. **Instructional Placard**
   Simple step-by-step instructions for exercisers of all levels to help with setup and exercise, including tips to help maximize workouts.
Icarian® Strength Line

With a selection of Functional Selectorized and Multi-Station products, our Icarian Strength Line is the solid foundation to support your strength offering, making it easy for everyone to begin and progress in strength training.

To complement your facility, every product is durable, streamlined, and available in a variety of color combinations.

**Icarian® Color Options**

<table>
<thead>
<tr>
<th>Frame</th>
<th>Upholstery</th>
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</thead>
<tbody>
<tr>
<td>Gloss Metallic Silver</td>
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<tr>
<td>Metallic Ash</td>
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<td>Black Magic Gloss</td>
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</tr>
<tr>
<td></td>
<td>Terra Cotta</td>
</tr>
</tbody>
</table>

*Colors may vary.*
*Upholstery colors other than black are available at an additional cost.*
*Custom colors are available. Please contact a Precor sales representative.*
Functional Training System
FTS Glide

PRODUCT HIGHLIGHTS

1. **Simplified for ease of use**
   An instructional placard with illustrations guides users through effective exercise positions. Fully shrouded weight stacks protect moving parts.

2. **User-friendly pulley adjustments refine exercise**
   Pulleys can be adjusted with one hand for quick transitions from one exercise to the next. Choose from 33 pulley positions to offer workout variety and ensure personal comfort for each core exercise.

3. **Dual weight stacks offer workout variety**
   Rather than working on just one or two planes of the body, dual weight stacks allow users to engage more than one muscle and often more than one joint for true isolateral resistance training with user-defined motion paths.

4. **Designed for durability**
   Contemporary design features a durable high-gloss, titanium powder coat finish that looks great in any workout room.

5. **Compact footprint maximizes space**
   Standing just 85 inches tall with stable, space efficient design, the FTS Glide makes the most of any dedicated fitness area.
Discovery Series Benches & Racks Line

Strength equipment is a long-term investment and with the Discovery™ Series Benches & Racks Line from Precor, you can make your strength purchase with confidence. With a full range of approachable and intuitive products that perform for exercisers of all ability levels and will withstand the test of time, the Discovery Series is the strength solution you've been looking for.

**Sturdy**
Heavy duty, oversized commercial tubing, high impact polyurethane covers, and replaceable, non-slip wear guards optimize product strength and durability.

**Functional Excellence**
Product designs enhance traditional and functional exercise movements, creating a wide range of exercise opportunities for a variety of exercisers.

**Storage**
Bumper plate accommodating weight plate horns. Olympic Bar storage, and functional apparatus storage is built-in and conveniently located, increasing accessibility and keeping accessories within reach.

**Ergonomically Designed**
The low bench profile accommodates a wide range of exercisers in a stable position that helps minimize external shoulder rotation and allows for unencumbered lifts.
Discovery Series Plate Loaded Line

Strength equipment is a long-term investment and with the Discovery Series from Precor, you can make your strength purchase decision with confidence. With a full range of products that are approachable and intuitive, perform for exercisers of all ability levels, and will withstand the test of time, the Discovery Series is the strength solution you’ve been looking for.

Grips
Enhance every session with ergonomic grips that improve comfort, control, and feel by distributing weight across the entire palm.

Pivots
Cast pivot housing adds strength and provides an enhanced finished appearance.

Adjustments
Precise adjustments, including highly durable, industrial-grade seat adjustments with large, ergonomic rubber adjustment paddles make it easy for exercisers to get the right fit.

---

Standard Color Options

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<thead>
<tr>
<th>Frame</th>
<th>Movement Arms</th>
<th>Frame</th>
<th>Movement Arms</th>
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<table>
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<td>Regal Blue</td>
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<td>Slate</td>
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</tbody>
</table>

* Colors may vary.
* Custom colors available. Please contact a Precor Sales Representative.
**DPL0802 Smith Machine**

**DISCOVERY™ SERIES PLATE LOADED LINE**

**Product Features**

1. **Bar Glide Path**
   - The Smith bar glide path optimizes the natural movement of the human body with an angle of 11 degrees.

2. **Innovative Smith Bar System**
   - An innovative design enables the Smith bar to accommodate a higher weight capacity, while also providing a low start weight of 25 lb / 11.3 kg without the need for a complicated counterbalance system.

3. **Intuitive Safety Stops**
   - Exercisers can now quickly and easily adjust the safety stops from the workout position.

4. **Clean, Open Design**
   - Greater head clearance provides an optimal walk-through design, enhancing accessibility for your exercisers and opening up the sight lines within your facility.

5. **Streamlined Bar and Bearing System**
   - The Smith bar and bearing system features 20% less high-wear parts compared to traditional designs, providing a lower cost of ownership.

6. **Weight Storage Horns**
   - The six weight horns provide storage for over 1,350 lb / 612 kg of weight plates.

7. **Secure Hook System**
   - The unique bar catch plate profile and roller wheel hook ensure easy, secure nesting into one of the 16 catch positions.
Product Features

1. Sturdy
   Heavy-duty materials combined with an in-line adjustment design along the main frame spine optimize strength and durability.

2. Easy-to-Use Adjustments
   The intuitive multi-angle positioning allows for a variety of lifting movements.

3. Ergonomically Designed
   The ergonomically designed seat and back pad width and construction optimizes support, comfort, and freedom of movement for an exceptional exerciser experience.

4. Easily Movable
   Covered wheels and a padded handle make the Multi-Adjustable Bench easy to move, and rubber feet ensure that the bench will stay in place when it is put back down.

5. Wear Guards
   Replaceable wear guards on the rear stabilizer leg help protect the frame and provide a non-slip surface for spotters.
Product Features

1. **Functional Storage**
   Both Dumbbell Racks provide space-efficient storage for most commercially available fixed-head, pro-style dumbbells.

2. **Saddle Design**
   A unique saddle design eliminates any hard metal edges that can scrape an exerciser’s knuckles when loading weights and make the products easier to keep clean.

3. **Side-by-Side Positioning**
   The product design allows for seamless side-by-side positioning of multiple Dumbbell Racks, adding aesthetic appeal and increased functionality to your facility.
FUNCTIONAL FITNESS

Designated Space for Functional Exercises
Personal Training
Suspension
ONE BAY, TYPE2.

Modified specifically for areas that are tight on storage space or focused on free-weight based workouts, the additional HOLSTER on the HIT HUB – Single Sided, One Bay, Type2 provides efficient storage for mid-range dumbbells. The vertical design conveniently stores up to five pairs of Octagon Dumbbells, making them easily accessible while leaving the floor open for training.

DIMENSIONS.

<table>
<thead>
<tr>
<th>Measurement</th>
<th>Description</th>
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<tbody>
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<tr>
<td>2182mm</td>
<td>7ft 2”</td>
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<tr>
<td>1030mm</td>
<td>3ft 5”</td>
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</tbody>
</table>
Maximizing your investment on equipment should be a priority. When a body is not maintained with proper exercise and diet, it will not perform to its fullest ability. The same may be said for fitness equipment.

A facility’s long-term success depends on the amount of preventative measures it takes to keep fitness equipment running like well-oiled machines, eliminating daily repairs, reducing liability and extending the life of the equipment.

FITREV is committed to assisting our clients to maintain the best operating equipment for the longest period of time. Call our Fitness Experts for additional information.

Delivery and Installation
Professional attention to detail

The moment you place your order, we begin the process of making sure you’re completely satisfied with the installation. From pre-install site surveys to equipment training and documentation at installation, our team provides first-class communication and attention to detail.

Service and Support
Keeping your facility and your users up and running

Everyone says they offer the best service, so it means a lot more when owners and operators like you say it for us. Helping you keep your business running smoothly is a top priority for us. We can provide training for staff, will quickly resolve issues and offer superior warranties. To ensure your satisfaction and ultimately that of your users, FITREV offers:

- Quick Resolution
- Staff Training
- Planning and Design
Join the **Fitness Revolution**

Stay as competitive as the athletes you support when your equipment and the design of your space integrate seamlessly. As a total fitness resource we’re up on the latest and greatest in ultimate facilities that work on all levels. You can’t get left behind when you’re setting the pace.

- Remodel
- Redesign
- Renovate
- Re-equip

Contact us for a no obligation, personalized consultation on how we can transform your world. Let the rest of them worry about catching up.
<table>
<thead>
<tr>
<th>PRODUCT NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>LIST PRICE</th>
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| QUOTED FREIGHT WA | 4,483.64 | 4,840.00 | 4,840.00 |
| QUOTED FREIGHT NC | 1,346.98 | 1,205.00 | 1,205.00 |
| TAG FREIGHT | 426.25 | 390.00 | 390.00 |
| QUOTED CARDIO INSTALLATION | 2,420.00 | 2,200.00 | 2,200.00 |
| QUOTED STRENGTH INSTALLATION | 2,409.00 | 2,190.00 | 2,190.00 |

**SubTotal** | **87,164.00** |
**Sales Tax** | **0.00** |
**Grand Total (USD)** | **87,164.00**
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<tr>
<td>Discovery Benches &amp; Racks</td>
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<tr>
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<td>Vitality</td>
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</table>
PAYMENT TERMS:
Payment is due in advance. 50% down with receipt of order and remaining balance due prior to shipping. Any other payment terms are subject to credit approval at Precor’s sole discretion. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax—final tax will be billed at the time of shipment based on the prevailing rates.

LIMITED STANDARD WARRANTY: (as of August 1, 2018)

<table>
<thead>
<tr>
<th>Warranty Coverage</th>
<th>Warranty Period</th>
<th>Warranty Coverage</th>
<th>Warranty Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Frame</td>
<td>7 years</td>
<td>Structural Frame: (Spinner Rally, Chrono, and Climb)</td>
<td>10 years</td>
</tr>
<tr>
<td>Treadmill drive motor</td>
<td>5 years</td>
<td>Structural Frame: (Spinner Ride, Spinner Shift)</td>
<td>7 years</td>
</tr>
<tr>
<td>800, 700 Line Cardio: Mechanical and electrical parts</td>
<td>3 years</td>
<td>Cogged Timing Belt: (Spinner Chrono and Climb)</td>
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<tr>
<td>600 Line Cardio: Mechanical and electrical parts</td>
<td>3 years or 5,000 hours of use, whichever comes first</td>
<td>Parts</td>
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<tr>
<td>Batteries, non-integrated receivers</td>
<td>1 year</td>
<td>Console</td>
<td>1 year</td>
</tr>
<tr>
<td>Labor</td>
<td>1 year</td>
<td>Labor</td>
<td>1 year</td>
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<tr>
<td>Items subject to wear, limited parts</td>
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<td>Wear items</td>
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*Screens, consoles, transmitters, and integrated receivers are included in the “Mechanical and electrical parts” warranty.

Assault Products***

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<tr>
<th>Warranty Coverage</th>
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<th>Warranty Coverage</th>
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<tbody>
<tr>
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<td>Structural Frame</td>
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*No labor: AirBike Classic

Commercial Strength***

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<tbody>
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<tr>
<td>Structural moving parts (e.g. weight stack plates and components, bearings, bushings, pulleys, seat adjustments)</td>
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<td>Surface Finish</td>
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<tr>
<td>Labor</td>
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<tr>
<td>Limited parts (e.g., handles, end caps, selector pins, shrouds, grips, upholstery pads, roller pads, straps)</td>
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</tbody>
</table>

**Extended Limited Warranties may cover an extension on “parts” or “labor” coverage, or both—however they do not cover limited parts or wear items.

***Check your Limited Warranty Statements for each product for further details, including Terms and Conditions of the warranty, and download them from: www.precor.com/en-us/contact-us/customer-service/warranty

PREVENTATIVE MAINTENANCE:
Preventative Maintenance Services purchased will be provided by Precor, or its authorized sub-contractor, in accordance with the Preventative Maintenance Terms & Conditions which are available by email request to: support@precor.com. Any parts or additional service required to repair any piece of equipment in excess of the Preventative Maintenance Services will be in accordance with the equipment’s entitlement. Any and all additional costs for repair, parts, or services must be approved in advance by the Customer in writing.

Date: 5/7/2019 Expires: 5/18/2019

TERMS AND CONDITIONS OF SALE:
Customer is responsible for all infrastructure requirements necessary for the proper working of products purchased (media, network, power, structural, etc.). Installation is not included unless specified. When an installation is included on the quote and paid for, any costs incurred due to customer caused delay or non-readiness will be charged additional fees.

Precor shall use commercially reasonable efforts in the ordinary course of business to meet delivery schedules. In no event shall Precor be liable for any damages, consequential or otherwise, arising from Precor’s failure to meet any delivery date. Delays at Buyer’s request or due to Buyer’s failure may result in storage fees.

DELIVERY, FREIGHT AND RISK OF LOSS: All prices are Ex Works Precor’s dock. Title to products passes to Buyer upon delivery by Precor to a carrier at the point of shipment. Buyer agrees that partial shipments are acceptable. Arrangement for insurance is the responsibility of the Buyer. If shipping instructions are not furnished, Precor will ship via the most practical route considering cost and acknowledged delivery date. Buyer is responsible for all shipping, importation charges, duties, local taxes and transportation costs applicable to the delivery of products ordered to the end destination, unless otherwise agreed to by Precor in writing. Absent special pre-approved arrangements, freight will be shipped prepaid and invoiced.

IF YOUR ORDER INCLUDES QUEENAX® PRODUCTS: Customer understands that understanding that security equipment to the floor and/or wall will result in holes in, and alterations to, the flooring and subflooring materials. Customer is responsible for obtaining any and all consents, licenses, permits, or other necessary authorizations, including any such authorizations from your franchisor, landlord, property manager, and so on; for the drilling of holes in the walls, flooring and subflooring. Customer shall indemnify and hold Precor and its agents, employees, successors, and assigns entirely harmless from, any and all claims, injuries, damages, liabilities, costs, expenses or losses including, without limitation, damage to property, personal injuries of any nature whatsoever, or economic losses (including lost profits or incidental damages) which may occur arising from or related to the Queenax installation, and information you have provided in the site survey or otherwise as it relates to installation of your Queenax product(s); to the extent not caused by the gross negligence or willful misconduct of Precor or its installation agent. Customer has executed a site survey relating to the installation of Queenax products which is hereby incorporated by reference into this purchase order and made a part hereof.

Customer warrants that all information provided in the site survey has been verified and is true and accurate. California Residents: if I am a California resident, I understand and expressly agree that the release provided by me herein extends to all claims of every nature and kind, known and unknown, arising from or attributable to the subject matter herein. Any and all rights granted under California Civil Code 1542 are hereby expressly waived. California Civil Code 1542 reads: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” I understand that my signature below constitutes acceptance of these terms and conditions of sale.

RETURNS:
All product returns must have written authorization from a qualified representative of Precor. No refunds will be issued for products returned without our prior written consent.

All returns will be charged a 20% product restocking fee. No refunds will be issued for freight charges. No refunds will be issued for installation charges if the product has been assembled and installed or attempted to be installed. Custom orders are non-refundable and non-refundable.

CUSTOMER SIGNATURE

NAME (Please Print)

DATE
## Sold To:

**Mira Bay**  
Ashley Adkins  
107 Manns Harbor Drive  
Apollo Beach, FL 33572  
**Phone:** (813) 649-1500  
**Fax:**

## Ship To:

**Mira Bay**  
Ashley Adkins  
107 Manns Harbor Drive  
Apollo Beach, FL 33572  
**Phone:** (813) 649-1500  
**Fax:**

<table>
<thead>
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<th>Qty</th>
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<th>Manuf #</th>
<th>Description</th>
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SubTotal: $13,141.24  
Sales Tax: $0.00  
Total: $13,141.24

Please contact me if I can be of further assistance.

This invoice becomes an order with signature and appropriate terms (see below).

Signed: __________________________
Name: __________________________

Terms: Orders under $5000 must be PREPAID. Orders over $5000 require a 50% deposit and balance COD
Purchase orders in lieu of payment MUST be provided before order will be processed.
Flooring orders require a 50% deposit and remaining balance due BEFORE shipping
FLOORING INSTALLATIONS ARE HANDLED BY A 3rd PARTY VENDOR AND IS NOT THE RESPONSIBILITY OF FITREV
Desired week of delivery:
Restocking Fee:
25% charge on all cancelled Cardio equipment
50% charge on all cancelled Strength equipment
Extractions are an additional cost. Cost is based on the list of equipment to be extracted.
All orders remain 100% property of FITREV until paid in full
Quote is valid for 90 days unless otherwise stated.
Sold To:
Mira Bay
Ashley Adkins
107 Manns Harbor Drive
Apollo Beach, FL 33572
Phone: (813) 649-1500
Fax:

Ship To:
Mira Bay
Ashley Adkins
107 Manns Harbor Drive
Apollo Beach, FL 33572
Phone: (813) 649-1500
Fax:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Manuf.</th>
<th>Manuf #</th>
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<th>Ext. Price</th>
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Installation not included. To be completed by 3rd Party and Installer will be paid directly.

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Please contact me if I can be of further assistance.

This quote becomes an order with signature. (see below for terms).

Signed: ...........................................................................
Name: ...........................................................................

Desired Week of Delivery? ...........................................

Terms: This Order require a 50% deposit and balance paid upon completion of Installation. Flooring orders require a 50% deposit and remaining balance due BEFORE shipping. FLOORING INSTALLATIONS ARE HANDLED BY A 3rd PARTY VENDOR AND IS NOT THE RESPONSIBILITY OF FITREV. These terms are acknowledged with signature unless otherwise stated in writing and signed in acknowledgement by a FitRev Officer or Operations Manager. Purchase Orders in lieu of payment MUST be provided before order will be processed.

☐ If lease, order is contingent upon customer obtaining financing from lease company and order will not be processed until a purchase order has been received.

Restocking Fee:
25% charge on all cancelled Cardio equipment
50% charge on all cancelled Strength equipment
Extractions are an additional cost. Cost is based on the list of equipment to be extracted. Custom and logo items are not returnable and payment in full will be required.

All orders remain 100% property of FITREV until paid in full
Quote is valid for 90 days unless otherwise stated
FREEDOM OF MOVEMENT

Train your body for all of life’s movements with Genesis™, the first full circuit of cable-based strength training that targets your entire body. Unlike other isolating strength-training equipment, Genesis allows you to change the point of muscle activation by changing your plane of motion. Genesis’ sleek design, sophisticated construction and small footprint allow your club to maximize floor space and client results.
**SWIVEL PULLEYS**
Freemotion's exclusive pulley design ensures fluid cable travel and unrestricted range of motion for users of various fitness levels.

**VARIABLE TRAINING OPTIONS**
Seated and standing positions allow users to target more muscle activation in a single piece of equipment.

**CABLE TRAVEL**
The long cable length and flexibility allows for full exercise extension.

**INDEPENDENTLY MOVING HANDLES**
Handles move independently for a wide variety of unilateral or bilateral movements.

**ADA COMPLIANT**
Most pieces are compliant with the Americans with Disabilities Act.

**INDUSTRIAL CONSTRUCTION**
Equipment is built with 1.1 and 7-gauge steel tubing and is electrostatically powder-coated with paint that has undergone 2,000 hours of salt spray testing.

**ENCLOSED WEIGHT STACKS**
Limits access to moving parts for user safety.

**NEVER LOSE A PIN AGAIN**
Weight pins slide effortlessly through the weight stack without completely coming out, meaning no more lost pins.

---

**CHEST #F600**
PRODUCT DIMENSIONS: 63 x 53 x 23 in (160 x 134.6 x 58.4 cm)
WEIGHT STACK: 500 lb (227 kg)

**SHOULDER #F601**
PRODUCT DIMENSIONS: 64 x 52 x 27 in (162.6 x 132 x 68.6 cm)
WEIGHT STACK: 400 lb (181 kg)

**BICEP #F602**
PRODUCT DIMENSIONS: 52 x 56 x 27 in (132 x 142 x 68.6 cm)
WEIGHT STACK: 400 lb (181 kg)

**TRICEP #F603**
PRODUCT DIMENSIONS: 52 x 56 x 27 in (132 x 142 x 68.6 cm)
WEIGHT STACK: 400 lb (181 kg)

**ROW #F604**
PRODUCT DIMENSIONS: 52 x 56 x 27 in (132 x 142 x 68.6 cm)
WEIGHT STACK: 400 lb (181 kg)

**CALF #F607**
PRODUCT DIMENSIONS: 26 x 36 x 77 in (66 x 91.4 x 195.5 cm)
WEIGHT STACK: 150 lb (68 kg)

**HAMSTRING #F608**
PRODUCT DIMENSIONS: 52 x 36 x 77 in (132 x 91.4 x 195.5 cm)
WEIGHT STACK: 150 lb (68 kg)

**QUAD #F609**
PRODUCT DIMENSIONS: 66 x 36 x 77 in (167.6 x 91.4 x 195.5 cm)
WEIGHT STACK: 150 lb (68 kg)

**SQUAT #F610**
PRODUCT DIMENSIONS: 36 x 36 x 77 in (91.4 x 91.4 x 195.5 cm)
WEIGHT STACK: 300 lb (136 kg)

**ABDOMINAL #F611**
PRODUCT DIMENSIONS: 34 x 36 x 77 in (86.4 x 91.4 x 195.5 cm)
WEIGHT STACK: 150 lb (68 kg)

**LIFT #F612**
PRODUCT DIMENSIONS: 71 x 42 x 77 in (180.3 x 106.6 x 195.5 cm)
WEIGHT STACK: 400 lb (181 kg)

**STEP #F614**
PRODUCT DIMENSIONS: 73 x 35 x 77 in (185.4 x 91.4 x 195.5 cm)
WEIGHT STACK: 150 lb (68 kg)

**LAT #F620**
PRODUCT DIMENSIONS: 58 x 52 x 97 in (147 x 132 x 246.4 cm)
WEIGHT STACK: 200 lb (90 kg)

**DUAL-CABLE CROSS #F624**
PRODUCT DIMENSIONS: 38 x 62 x 79 in (96.5 x 157.4 x 195.6 cm)
WEIGHT STACK: Dual 30 & 40 lb (Dual 13.6 & 18 kg)

**CABLE COLUMN #GZFM6016**
CABLE TRAVEL: 96 in (243.8 cm)
PRODUCT WEIGHT: 430 lb (195 kg)
EASY TO USE. EASY ON SPACE.

When it comes to a complete workout, it’s all business. Whether you’re an experienced athlete or a beginner, everyone wants the ability to get a quick, easy and complete workout. And that’s exactly what Instinct® Strength is all about. Each piece welcomes users of all levels with quick and easy adjustments for efficient workouts.

Perfectly suited to be a basic strength line or circuit system, Instinct effectively complements more specialized lines. Exercisers can complete a circuit on their own or with the assistance of an instructor in just 30 minutes. Instinct® Strength offers both single and dual function units to meet the needs of any space or facility. Instinct also offers the revolutionary Lock N Load® patented weight selection system. The versatility of Instinct’s small footprint also lets you get the most from minimal space, while blending seamlessly with our cardio line for a cohesive facility look.
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<tr>
<th>Exercise</th>
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</table>
BUILD ON GREATNESS

At Core Health & Fitness, when we brought together fitness brands to build our company, we settled for nothing but the best. Four iconic brands that pioneered entire categories and whose machines are still the ones members ask for by name. Today, we’re committed to continuing the tradition that started decades ago – and that’s greatness you can feel good about building your business on.

LOCK N LOAD®

Now weight selection is as easy as flipping a switch. The intuitive Lock N Load® design is easily recognizable. If you’ve ever flicked a light switch on and off, you’ll immediately understand how it works. Universally color coded switches engage and disengage the weight via an internal pin, providing a safer, more durable and maintenance free operation. Lock N Load® prevents unnecessary maintenance and customer service headaches since there are no pins to lose or replace.

AVAILABLE COLORS

<table>
<thead>
<tr>
<th>UPHOLSTERY:</th>
<th>FRAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black</td>
<td>White</td>
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<tr>
<td>Dark Brown</td>
<td>Textured Black</td>
</tr>
<tr>
<td>Silver</td>
<td></td>
</tr>
</tbody>
</table>

**DUMBBELL RACK 10-PAIR/3-TIER IN-R8002**

- **W**: 29” (74 CM)
- **L**: 69” (175 CM)
- **H**: 50” (127 CM)
- **SHIP WEIGHT**: 272 LBS (123 KG)

**OLYMPIC FLAT BENCH IN-B7503**

- **W**: 61” (155 CM)
- **L**: 63” (160 CM)
- **H**: 54” (137 CM)
- **SHIP WEIGHT**: 213 LBS (97 KG)

**OLYMPIC INCLINE BENCH IN-B7201**

- **W**: 61” (155 CM)
- **L**: 63” (160 CM)
- **H**: 69” (175 CM)
- **SHIP WEIGHT**: 348 LBS (158 KG)
Monday, May 06, 2019

MIRA BAY
Ashley Adkins
107 Manns Harbor Dr
Apollo Beach, FL 33572
AAdkins@MiraBayClub.com

Dear Ashley,

Fitnessmith is a major partner with over 50 different manufacturers and continue to be the largest service provider in the State of Florida. We have representation up and down the Eastern United States and work with major developers and property management companies throughout the US.

**FREEMOTION has offered a financial incentive:** If you can approve this order ASAP and it ships before the end of May, they will discount the FREIGHT by 50%, saving $1675.

Kelly Spivey
Territory Manager
Fitnessmith
## Cardio

<table>
<thead>
<tr>
<th>Description</th>
<th>List Price</th>
<th>Customer Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAIRMASTER 8 SERIES GAUNTLET W/ LCD</td>
<td>$7,255.00</td>
<td>$4,420.00</td>
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<td>$4,420.00</td>
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<tr>
<td>STAR TRAC 8 SERIES MYE PVS SCREEN, 2016 BIKE, CROSSTRAINERS, GAUNTLET MOUNT</td>
<td>$1,495.00</td>
<td>$995.00</td>
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<td>$995.00</td>
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<tr>
<td>PRECOR EFX 833.V2 CONVERGING CROSSRAMP w/ PVS (GLOSS METALLIC SILVER) PHRCE833G3640EN</td>
<td>$8,545.00</td>
<td>$6,083.00</td>
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<td>$18,249.00</td>
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<tr>
<td>PRECOR RECUMBENT BIKE RKB 835 w/ PVS (GLOSS METALLIC SILVER FRAME) PHRCB835G3670EN</td>
<td>$5,995.00</td>
<td>$3,639.00</td>
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<td>$7,278.00</td>
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<tr>
<td>PRECOR UPRIGHT BIKE UBK 835 w/ PVS (GLOSS METALLIC SILVER) PHRCB835G3690EN</td>
<td>$5,495.00</td>
<td>$3,333.00</td>
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<td>$6,666.00</td>
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<tr>
<td>PRECOR AMT 733 ADAPTIVE MOTION TRAINER w/ PVS (GLOSS METALLIC SILVER) PHRCA733G368EN</td>
<td>$8,595.00</td>
<td>$6,611.00</td>
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<td>$6,611.00</td>
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<tr>
<td>CONCEPT 2 MODEL D INDOOR ROWER W/ PM5 - BLACK</td>
<td>$1,095.00</td>
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<td>$1,095.00</td>
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<tr>
<td>CONCEPT2 SMARTPHONE CRADLE FOR PM 5,4,&amp;3</td>
<td>$11.00</td>
<td>$11.00</td>
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Subtotal: $45,325.00

## Strength

<table>
<thead>
<tr>
<th>Description</th>
<th>List Price</th>
<th>Customer Price</th>
<th>Qty</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>NAUTILUS DUAL STATIONS</td>
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<tr>
<td>NAUTILUS INSTINCT LEG PRESS/CALF RAISE</td>
<td>$3,475.00</td>
<td>$2,835.00</td>
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<td>$2,835.00</td>
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<tr>
<td>NAUTILUS INSTINCT LEG EXTENSION/LEG CURL COMBO</td>
<td>$3,160.00</td>
<td>$2,295.00</td>
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<td>$2,295.00</td>
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<tr>
<td>NAUTILUS INSTINCT INNER/OUTER THIGH</td>
<td>$3,160.00</td>
<td>$2,295.00</td>
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<td>$2,295.00</td>
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<tr>
<td>NAUTILUS INSTINCT ABDOMINAL/LOW BACK</td>
<td>$3,160.00</td>
<td>$2,295.00</td>
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<td>$2,295.00</td>
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<tr>
<td>NAUTILUS INSTINCT LAT PULL DOWN/ LOW ROW</td>
<td>$2,295.00</td>
<td>$2,175.00</td>
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<td>$2,175.00</td>
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<tr>
<td>FREEMOTION CABLE/FUNCTIONAL SELECTORIZED (MATTE BLACK FRAMES, BLACK UPHOLSTERY)</td>
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<tr>
<td>FREEMOTION GENESIS DUAL CABLE CROSS</td>
<td>$5,495.00</td>
<td>$4,065.00</td>
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<td>FREEMOTION GENESIS CHEST</td>
<td>$3,895.00</td>
<td>$2,750.00</td>
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<tr>
<td>FREEMOTION GENESIS SHOULDER</td>
<td>$3,895.00</td>
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<td>FREEMOTION GENESIS LAT</td>
<td>$3,595.00</td>
<td>$2,535.00</td>
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<td>FREEMOTION GENESIS BICEP</td>
<td>$3,295.00</td>
<td>$2,300.00</td>
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## Strength

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>FREEMOTION GENESIS TRICEP/Hi ROW</td>
<td>$3,295.00</td>
<td>$2,300.00</td>
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<td>$2,300.00</td>
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<tr>
<td>FREEMOTION FREE WEIGHTS (MATTE BLACK PAINT FINISH WITH BLACK UPHOLSTERY)</td>
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<tr>
<td>FREEMOTION EPIC SELECTORIZED ASSIST DIP CHIN</td>
<td>$4,695.00</td>
<td>$2,970.00</td>
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<td>$2,970.00</td>
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<tr>
<td>FREEMOTION EPIC FREE WEIGHT ADJUSTABLE BENCH</td>
<td>$795.00</td>
<td>$700.00</td>
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<tr>
<td>FREEMOTION EPIC FREE WEIGHT FLAT BENCH</td>
<td>$425.00</td>
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<td>$345.00</td>
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<td>FREEMOTION EPIC FREE WEIGHT SMITH MACHINE</td>
<td>$3,495.00</td>
<td>$2,869.00</td>
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<td>$2,869.00</td>
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<td><strong>Subtotal</strong></td>
<td><strong>$35,479.00</strong></td>
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</table>

## Accessories

<table>
<thead>
<tr>
<th>Description</th>
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<th>Customer Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRX STUDIO LINE (ACCESSORIES NOT INCLUDED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRX STUDIO LINE - DOUBLE BAY SUSPENSION: 3 SUSPENSION TRAINER ANCHOR POINTS AND CAN FIT 6 SHELVES</td>
<td>$3,705.00</td>
<td>$3,175.00</td>
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<td>$3,175.00</td>
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<tr>
<td>TRX STUDIO LINE STANDARD SHELF - MED BALLS, FREE WEIGHTS, ROLLERS</td>
<td>$295.00</td>
<td>$250.00</td>
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<td>$1,250.00</td>
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<tr>
<td>TRX STUDIO LINE BALL SHELF - STABILITY BALLS (55CM &amp; 65CM)</td>
<td>$249.00</td>
<td>$215.00</td>
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<td>$215.00</td>
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<tr>
<td>COMMERCIAL TRX WITH LOCKING CARABINEER</td>
<td>$209.95</td>
<td>$189.00</td>
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<td>$567.00</td>
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<tr>
<td>FREEWEIGHTS and STORAGE</td>
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<td></td>
</tr>
<tr>
<td>ZIVA SL 15 PAIR 3 TIER DUMBBELL RACK</td>
<td>$1,219.00</td>
<td>$915.00</td>
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<td>$915.00</td>
</tr>
<tr>
<td>ZIVA SL URETHANE DUMBBELL SET 5-75 LB (15 PAIRS), 1200LB</td>
<td>$4,068.77</td>
<td>$3,055.00</td>
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<td>$3,055.00</td>
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<tr>
<td>TKO OLYMPIC PLATE TREE W/ BAR HOLDERS</td>
<td>$380.00</td>
<td>$253.00</td>
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<td>$253.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
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</table>

## Flooring

<table>
<thead>
<tr>
<th>Description</th>
<th>List Price</th>
<th>Customer Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECORE EVERLAST 8MM BASIC INTERLOCKING TILES -GRIPPIN GREY 10 23&quot;X23&quot; (EACH TILE 3.67 SQFT) 4 CORNER, 12 BORDER, 20 CENTER</td>
<td>$4.20</td>
<td>$3.00</td>
<td>36</td>
<td>$108.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$108.00</strong></td>
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<td></td>
</tr>
</tbody>
</table>
## Services

<table>
<thead>
<tr>
<th>Description</th>
<th>List Price</th>
<th>Customer Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTALLATION: ASSEMBLY, TESTING, DELIVERY, INSTALLATION AND TRASH REMOVAL</td>
<td>$5,030.00</td>
<td>$5,030.00</td>
<td>1</td>
<td>$5,030.00</td>
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<tr>
<td>SHIPPING CHARGES</td>
<td>$7,787.00</td>
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<td>$6,305.00</td>
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<tr>
<td>TRX CHARGES</td>
<td>$895.00</td>
<td>$895.00</td>
<td>1</td>
<td>$895.00</td>
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<tr>
<td>INSTALLATION of TRX BAYS (BOLT IN GROUND): INSTALLATION</td>
<td>$895.00</td>
<td>$895.00</td>
<td>1</td>
<td>$895.00</td>
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<tr>
<td>SHIPPING CHARGES for TRX BAYS / SHELVES</td>
<td>$855.00</td>
<td>$785.00</td>
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<td>$785.00</td>
</tr>
<tr>
<td>EDUCATION and TRAINING: TO INCLUDE THREE (3) HOURS OF COMPREHENSIVE STAFF TRAINING AS WELL AS ON-SITE RESIDENT ORIENTATION.</td>
<td>$450.00</td>
<td>$0.00</td>
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<tr>
<td>FLOORING CHARGES</td>
<td>$2.25</td>
<td>$2.25</td>
<td>144</td>
<td>$324.00</td>
</tr>
<tr>
<td>INSTALLATION: COVER TILE FLOOR INCLUDES FULL GLUE DOWN OF ROLLED RUBBER. FLOATING OF FLOOR OR PATCHING (IF NEEDED) NOT INCLUDED. (CUSTOMER TO HAVE CONCRETE SLAB CLEANED AND CLEARED OF ALL DEBRIS. ADDED INSTALLATION CHARGES TO APPLY IF INSTALLERS HAVE</td>
<td>$152.00</td>
<td>$130.00</td>
<td>1</td>
<td>$130.00</td>
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<tr>
<td>SHIPPING CHARGES</td>
<td>$152.00</td>
<td>$130.00</td>
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<td>$130.00</td>
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**Subtotal** $13,469.00

## Trade in Allowance

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<th>Customer Price</th>
<th>Qty</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRADE IN EQUIPMENT Nautilus Nitro Circuit, priced per piece.</td>
<td>($250.00)</td>
<td>($250.00)</td>
<td>12</td>
<td>($3,000.00)</td>
</tr>
</tbody>
</table>

**Subtotal** ($3,000.00)

**Total savings:** $38,755.82
## Mira Bay PRECOR/GEN2/NAUTILUS Quote 2019

**Prepared for:**
MIRA BAY  
Ashley Adkins  
107 Manns Harbor Dr  
Apollo Beach, FL 33572  
AADkins@MiraBayClub.com  
(813) 649-1500

**Prepared by:**
Fitnessmith  
Kelly Spivey  
813-523-5745  
Fax  
kspivey@fitnessmith.com

**Details:**
Proposal #: 005886  
Version: 1  
Delivered: 05/06/2019  
Expires: 06/05/2019

### Proposal Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardio</td>
<td>$45,325.00</td>
</tr>
<tr>
<td>Strength</td>
<td>$35,479.00</td>
</tr>
<tr>
<td>Accessories</td>
<td>$9,430.00</td>
</tr>
<tr>
<td>Flooring</td>
<td>$108.00</td>
</tr>
<tr>
<td>Services</td>
<td>$13,469.00</td>
</tr>
<tr>
<td>Trade in Allowance</td>
<td>($3,000.00)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$100,811.00</strong></td>
</tr>
</tbody>
</table>

Payment is 50% down at time of order, 40% prior to delivery and 10% upon install.
AGREEMENT:

The product quotation, purchase orders, shipping documents and these terms and conditions of sale constitutes a continuing sale Agreement between Centurion Partners Health and Fitness, a Florida Limited Liability Company doing business as Fitnessmith (hereafter referred to as ("Fitnessmith") and Buyer, as set forth at the end of this Product Quotation Agreement, for the purchase of any product and services to be provided by Fitnessmith to Buyer. Fitnessmith sales representatives do not have the authority to change or modify the terms and conditions of this Agreement.

PURCHASE ORDER:

Buyer may provide Buyer’s standard form of purchase order to place orders for product and service, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer does not deliver written objection to the terms hereof which are different than those appearing on the Buyer’s purchase order, Buyer agrees to all of Fitnessmith’s terms and conditions. All purchase orders shall be made or confirmed in writing and are subject to acceptance by Fitnessmith. The Buyer shall be responsible for all costs and fees incurred by Fitnessmith for refused shipments, including freight and insurance costs. Orders cancelled less than thirty (30) days from originally scheduled shipment date will be subject to a cancellation fee of 25% of the value of the purchase ordered.

PRICES:

The prices to be paid by Buyer for all products and services purchased hereunder shall be Fitnessmith’s standard prices in effect on the date of Fitnessmith’s receipt of Buyer’s purchase order, less any applicable deductions which may be in effect from time to time. Fitnessmith reserves the right to change its standard prices and to publish a new price list from time to time and at any time, without prior notice to Buyer. Should any new price result in an increase in the price of any product or services, the increased price shall apply to any Buyer order placed after the effective date of the new price. For orders that are placed for delivery more than ninety (90) days into the future, Fitnessmith reserves the right to review and adjust the agreed upon pricing within thirty (30) days of fulfilling the purchase order. In this case, the Buyer has the option of canceling the order with no penalties, if the cancellation is in writing and within ten (10) days of the notification of the price increase. Buyer is solely responsible for any prices it charges to its customer. Nothing in this Agreement shall in any way restrict the Buyer’s freedom to sell products at prices determined in accordance with its own judgment. Buyer shall be responsible for all sales, use, or other taxes (other than taxes on Fitnessmith’s income or ownership of property), applicable to Buyer’s purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fitnessmith or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Seller reserves the right to correct any clerical or mathematical errors at any time.

CUSTOM PRODUCT:

Fitnessmith requires a non-refundable 50% down payment for all custom products. A purchase order for custom product contractually obligates the Buyer to take delivery. Custom orders are non-cancelable and may not be rescheduled without the prior approval of a corporate officer of Fitnessmith, which may be withheld at the sole and absolute discretion of Fitnessmith. All custom orders have an up charge to be determined by Fitnessmith. All build to order strength orders cancelled less than thirty (30) days from the original scheduled delivery will be subject to a 25% cancellation fee.

SHIPMENTS:

F.O.B. shipping point shall be Fitnessmith warehouse unless otherwise specified. Risk of loss with respect to Fitnessmith products shall pass to Buyer at the time of delivery of the products to the carrier for shipment. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left the Fitnessmith warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment of goods purchased from Fitnessmith regardless of any dispute the Buyer may have with any carrier or agents. Fitnessmith will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fitnessmith may, from time to time, be subject to manufacturer production or shipping delays. In such event, Buyer agrees that Fitnessmith may, in its sole discretion, allocate distribution of Fitnessmith’s products among its customers, notwithstanding the effect such allocation may have on Buyer’s outstanding orders, and Fitnessmith will not be liable for any damage, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. Fitnessmith may provide reasonable notice to Buyer regarding any material delay in shipment. Fitnessmith may make partial shipments of Buyer’s orders. Such partial shipments shall be separately invoiced and paid for when received, without regard to subsequent
shipments. Delay in shipment or delivery of any particular installation shall not alone relieve Buyer of its obligation to accept subsequent installations. Fitnessmith may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of an order. Fitnessmith will use its best efforts to deliver as specified, but in no event will Fitnessmith be liable for any damage, consequential or otherwise, arising from any failure of Fitnessmith to meet any delivery date.

**RETURNS:**

Any Custom Products and/or Customer modified Standard Products ordered from Fitnessmith are non-cancelable and/or non-returnable. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging. Any such return shall be at the expense and risk of the Buyer and subject to a 25% restocking charge of the original purchase price.

**WARRANTY:**

EACH FITNESSMITH PRODUCT WILL CARRY ITS OWN LIMITED WARRANTY AS SET FORTH BY THE MANUFACTURER.

SUCH WARRANTY WILL BE BUYER’S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FITNESSMITH, EXPRESSED OR IMPLIED, INCLUDING CONSEQUENTIAL DAMAGES.

**INSTALLATION:**

At the time the order is placed, the Buyer will provide Fitnessmith with an installation date. Fitnessmith will make reasonable commercial efforts to install the product on or before the installation date. Product held more than 10 days after the installation date at the Buyer’s request will be subject to a storage fee. Product held more than 30 days past the installation date at the Buyer’s request will be subject to a 15% restocking fee as well as a storage fee. With the exception of Grand Openings, partial installations require the installed product to be paid per the terms of the invoice.

**PROPER USAGE:**

It is imperative that equipment is used properly as to avoid injury. Buyer agrees that equipment will not be used in any way other than as designed or intended by the manufacturer, specifically including, but not limited to the following: 1) Keep hands and feet clear of moving parts at all times. 2) Read all machine instructional placards and warnings and direct any questions to a qualified fitness professional prior to use. 3) All strength equipment MUST be secured (bolted and tightened) to a solid, level surface to ensure stabilization and eliminate rocking or tipping. As it pertains to treadmills, Buyer agrees that it is aware of electrical requirements relating to dedicated circuit and plug configurations; additional information can be found in the owner’s manual.

**PAYMENT:**

Payment is 50% down at time of order, 40% prior to delivery and 10% upon install. All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. Fitnessmith reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer’s failure to pay any invoice for the products and/or services when due shall entitle Fitnessmith to delay installation of orders placed by Buyer and, at Fitnessmith’s option, to cancel any pending orders placed by Buyer. Fitnessmith shall have the right to offset and deduct from any amounts due Buyer all sums owing from Buyer to Fitnessmith. To secure the payment and performance of all obligations due and owed by Buyer to Fitnessmith hereunder, Buyer hereby grants Fitnessmith a Uniform Commercial Code purchase money security interest in products purchased from Fitnessmith hereunder and proceeds therefrom. This Agreement constitutes a security agreement between Buyer, as debtor, and Fitnessmith, as secured party, under the Uniform Commercial Code, and Fitnessmith has the rights and remedies of a secured party hereunder. Buyer hereby appoints Fitnessmith as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fitnessmith may, upon default from Buyer, require Buyer to assemble the products and make them legally available to Fitnessmith for repossession, including reasonable access to the facilities of Buyer, and Fitnessmith shall be entitled to all reasonable expenses of repossession, including reasonable attorney’s fees incurred in connection therewith. There will be a $35.00 service charge for each returned check.

**TERMINATION:**

Buyer may not terminate this Agreement except by giving Fitnessmith thirty (30) days prior written notice. Upon termination, Buyer will be obligated to pay Fitnessmith immediately any and all outstanding balances as of the date of termination.

**MISCELLANEOUS:**
Delivery dates set forth in any sales order or any confirmation thereof shall be determined to be estimates only. Fitnessmith shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including but not limited to acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause. No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as waiver thereof, nor will any or a single or partial exercise of any such right or remedy preclude any other or further exercise thereof of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver. Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to have been delivered and received on the date served, if personally delivered and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section. Severability. In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein. Applicable Law; Personal Jurisdiction; Venue. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Florida. All parties to this Agreement agree to submit to personal jurisdiction in the County of Palm Beach, State of Florida, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Boynton Beach, State of Florida, United States of America. Section Headings. The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement does not constitute Buyer to be a partner, employee, agent, franchisee of or in joint venture with Fitnessmith nor does this Agreement authorize Buyer to represent or act for Fitnessmith in any manner. Buyer will have no right or authority to assume or create any obligation of any kind, express or implied, on behalf of Fitnessmith nor may Buyer bind Fitnessmith in any way whatsoever. Buyer acknowledges that is has not paid Fitnessmith any sum of money or any other consideration as a franchise fee or as a condition to signing this Agreement. In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer’s consent, of an assignee for the benefit of creditors or a receiver, Fitnessmith shall be entitled to cancel any unfilled part of Buyer’s purchase without any liability whatsoever. Entire Agreement. The entire agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understanding, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage. Attorney’s Fees. If any party institutes any action or proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys’ fees (including pre-judgment and post-judgment) and costs.

Acceptance (If signing below, ALL Quote pages must be returned to Fitnessmith to constitute a valid Purchase Order.)

I have read and agree to the Terms and Conditions. Please accept this signed quotation as a purchase order and acceptance of the price, terms, and conditions above.
Your Wellness Business Partner

Technogym proposal for:

MIRABAY CLUB

Prepared by

William Davey
# PROPOSAL FOR MIRABAY CLUB

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHEST PRESS Element+ Chest Press</td>
<td>1.00</td>
<td>3,192.00</td>
</tr>
<tr>
<td>Total Weight Stack: + 30 Kg/60 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code: MB203C0-ANV0GGJL</td>
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<td></td>
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</table>

| LOW ROW Element+ Low Row | 1.00 | 3,272.00   |
| Total Weight Stack: + 30 Kg/60 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No | |
| Code: MB953C0-ANV0GGJL     |     |            |

| SHOULDER PRESS Element+ Shoulder Press | 1.00 | 3,176.00   |
| Total Weight Stack: + 20 Kg/40 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No | |
| Code: MB152C0-ANV0GGJL       |     |            |

| ARM CURL Element+ Arm Curl | 1.00 | 3,192.00   |
| Total Weight Stack: + 20 Kg/40 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No | |
| Code: MB552C0-ANV0GGJL      |     |            |
## Strength Line

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<tr>
<th>DESCRIPTION</th>
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<th>NET AMOUNT</th>
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</thead>
<tbody>
<tr>
<td><strong>ARM EXTENSION</strong></td>
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</tr>
<tr>
<td>Element+ Arm Extension</td>
<td>1.00</td>
<td>3,272.00</td>
</tr>
<tr>
<td>Total Weight Stack: + 20 Kg/40 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Plastic: Grey, Carter: I-Pac, Packaging: Oversea Packaging - LB</td>
<td></td>
<td></td>
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<tr>
<td><strong>Code:</strong> MB602C0-ANV0GGJL</td>
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<tr>
<td><strong>LEG PRESS</strong></td>
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</tr>
<tr>
<td>Element+ Leg Press</td>
<td>1.00</td>
<td>5,200.00</td>
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<tr>
<td><strong>Code:</strong> MB500N0-ANV0GGJL</td>
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<tr>
<td><strong>LEG EXTENSION</strong></td>
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<td></td>
</tr>
<tr>
<td>Element+ Leg Extension</td>
<td>1.00</td>
<td>3,192.00</td>
</tr>
<tr>
<td>Total Weight Stack: + 20 Kg/40 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Plastic: Grey, Carter: I-Pac, Packaging: Oversea Packaging - LB</td>
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<td><strong>Code:</strong> MB302C0-ANV0GGJL</td>
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<tr>
<td><strong>LEG CURL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Element+ Leg Curl</td>
<td>1.00</td>
<td>3,192.00</td>
</tr>
<tr>
<td>Total Weight Stack: + 20 Kg/40 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Plastic: Grey, Carter: I-Pac, Packaging: Oversea Packaging - LB</td>
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<tr>
<td><strong>Code:</strong> MB352C0-ANV0GGJL</td>
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<tr>
<td><strong>ADDUCTOR</strong></td>
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</tr>
<tr>
<td>Element+ Adductor</td>
<td>1.00</td>
<td>3,112.00</td>
</tr>
<tr>
<td>Total Weight Stack: + 20 Kg/40 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Plastic: Grey, Carter: I-Pac, Packaging: Oversea Packaging - LB</td>
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<td></td>
</tr>
<tr>
<td><strong>Code:</strong> MB052C0-ANV0GGJL</td>
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<td></td>
</tr>
<tr>
<td><strong>ABDUCTOR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Element+ Abductor</td>
<td>1.00</td>
<td>3,112.00</td>
</tr>
<tr>
<td>Total Weight Stack: + 20 Kg/40 lbs, Additional Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Plastic: Grey, Carter: I-Pac, Packaging: Oversea Packaging - LB</td>
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<tr>
<td><strong>Code:</strong> MB102C0-ANV0GGJL</td>
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<tr>
<td><strong>MULTIPOWER</strong></td>
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<tr>
<td>Element+ Multipower</td>
<td>1.00</td>
<td>3,908.80</td>
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<tr>
<td><strong>Code:</strong> MB82NN0-AN00GG00</td>
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## Strength Line

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DUAL ADJUSTABLE PULLEY</strong></td>
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<td></td>
</tr>
<tr>
<td>Element+ Dual Adjustable Pulley</td>
<td>1.00</td>
<td>6,636.00</td>
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<tr>
<td>Total Weight Stack: + 60 Kg/120 lbs, Additional</td>
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</tr>
<tr>
<td>Weight: No Smart Pin, Isocontrol: No Isocontrol,</td>
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<td></td>
</tr>
<tr>
<td>Frame: Anthracite, Plastic: Grey, Carter: I-Pac,</td>
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<tr>
<td>Packaging: Oversea Packaging - LB</td>
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<tr>
<td><strong>Code</strong>: MB436N0-AN00GGJL</td>
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<td><strong>DAP POWER PACK</strong></td>
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<tr>
<td>Code: A0000550</td>
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<td>360.00</td>
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<tr>
<td><strong>ADJUSTABLE BENCH</strong></td>
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<tr>
<td>Benches Adjustable Bench</td>
<td>2.00</td>
<td>2,072.00</td>
</tr>
<tr>
<td>Frame: Anthracite, Upholstery: Black, Plastic:</td>
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</tr>
<tr>
<td>Grey</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Code</strong>: PA04-AN0GGG</td>
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<td></td>
</tr>
<tr>
<td><strong>VERTICAL TRACTION</strong></td>
<td></td>
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<tr>
<td>Element+ Vertical Traction</td>
<td>1.00</td>
<td>3,176.00</td>
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<tr>
<td>Total Weight Stack: + 20 Kg/40 lbs, Additional</td>
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<td></td>
</tr>
<tr>
<td>Weight: Smart Pin +2.5kg/+5lbs, Isocontrol: No</td>
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<td></td>
</tr>
<tr>
<td>Isocontrol, Frame: Anthracite, Upholstery: Black,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic: Grey, Carter: I-Pac, Packaging: Oversea</td>
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<tr>
<td>Packaging - LB</td>
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<td><strong>Code</strong>: MB252C0-AN0GGJL</td>
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</table>

**Strength Line Total Excl Tax**  
16  
**USD 50,064.80**

## Services

### Delivery & Installation

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NET AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Delivery &amp; Installation</td>
<td>1.00</td>
<td>5,931.79</td>
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<tr>
<td><strong>Code</strong>: Y010</td>
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<td></td>
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</table>

**Delivery & Installation Total Excl Tax**  
1  
**USD 5,931.79**

### Equipment Securing

Some of the above machines require SECURING to the floor (or wall, or ceiling) by suitable securing kit PRIOR TO USE.

Technogym accepts no responsibility for any installation, including cost, instigated by the customer or his/her agents.

Technogym accepts no responsibility for injuries to any person/s or damages or otherwise using the above listed machines resulting from insecurity of the machines.

---

Ref# 19410146 / 0001705199  
technogym.com  
4/11
## Your Wellness Solution Value

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Total Tax excl.</td>
<td>55,996.59</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>3,505.39</td>
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<tr>
<td>Net Total Tax incl. (7%)</td>
<td>USD 59,501.98</td>
</tr>
</tbody>
</table>

*Freight is not included in taxes calculation*

Ref #: 19410146 / 0001705199
Cust. Code: MIRABAY CLUB - STRENGTH REFRESH

## Proposal Terms

The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

## Payment

<table>
<thead>
<tr>
<th>Payment Method</th>
<th>Payment Term</th>
<th>%</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RLE - RLE - leasing</td>
<td>L00 - L00 - 100% Leased</td>
<td>100.00</td>
<td>$ 59,500.86</td>
</tr>
</tbody>
</table>

## Delivery Terms

Customer Proposed Delivery Date: W/C: **07/16/19**

### Note

**Note ................................. (Field to be used in case of different proposal from the client)**

*General notes:*

Please be informed that Technogym may not accept a proposed delivery date earlier than "21" weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to seasonality reasons in the market. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).

Delivery Terms: FOB - F.O.B. Factory - Prepaid

This proposal reflects current sales tax. Any variance will be reported in the final invoice.

Name: ..........................  
Signature for acceptance:  
Role: ..........................

---

Ref# 19410146 / 0001705199  
technogym.com
**Additional Terms of Sale:**

DDP customer location, freight and installation prepaid and added or EXW York PA with loading fees only added and prepaid. Other terms may be agreed upon between parties. Technogym may ship partial orders. Terms and Conditions of Sale which appear on purchaser’s documents (including purchase orders) that are inconsistent with these terms shall be voided. Orders must be canceled 30 days before delivery date, or be subject to a restocking fee of 25% of the net value without T/I. No returns without prior consent of Technogym. Delays in delivery at customer request may result in storage fees. Invoice will issue upon shipment. Prices are good for 30 days. All invoices will be in U.S. dollars unless otherwise stated, and will reflect exchange rate at time of shipment. All products sold with limited warranty. Except for injunctive relief or judgment, parties agree to resolve any dispute by final, binding and non-appealable arbitration. Prevailing party is entitled to attorneys’ fees and costs.

**Limited Warranty:**

- Visio and Unity Monitors: Touch Screen, iPod Electric and Electronic Parts - 2 years Parts, 2 year Labor.
- Deck and Belt (Cardio): 2 years Parts (or 15,000 miles whichever comes first), 2 year Labor.
- Strength: Structural Frame - 10 years Parts, 2 year Labor. Guide Rods, Cams and Pulleys - 3 years Parts, 2 year Labor. Bearings and Bushings - 2 years Parts, 2 year Labor.

**Payment Terms:**

Payment due in full, unless otherwise specified on this contract. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable.

**Acceptance:**

Customer Signature: __________________________________________
Name (Please Print): __________________________________________
Date: ______________________________________________________

I understand that my signature above constitutes acceptance of the terms and conditions of sale.
Technogym Care

DESCRIPTION
PERFORMANCE: The most complete after sales product in the Industry.
Designed to give a beyond repair service with on top a coverage of wear and tear, accidental damages and a remote monitoring of the connected products.
Code: X123PER

The after sales contract presented in this page in not part of the main proposal and the installment presented it's not included in the net amount of the proposal nor in the payment schedule. Signing this page the customer agree to purchase a Service contract with the duration and the payment term reported below.

<table>
<thead>
<tr>
<th>Purchase moment</th>
<th>Amount/Month</th>
<th>USD</th>
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</thead>
<tbody>
<tr>
<td>At the order</td>
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<tr>
<td>Duration from date of installation (month)</td>
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<td>USD 182.82</td>
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</table>

Payment

<table>
<thead>
<tr>
<th>Payment Method</th>
<th>Invoicing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBT-RBT - Bank transfer</td>
<td>month</td>
</tr>
</tbody>
</table>

Signature of agreement

Name: ____________________________  William Davey______________________________

Role: ____________________________

MIRABAY CLUB

Date: ____________________________

TECHNOGYM USA
700 Route 46 East 2nd Floor Fairfield, NJ 07004
Toll free: 800-804-0952
Fax: 206-623-1898
Email: info@technogymusa.com
1. DEFINITIONS AND INTERPRETATION

The following terms shall have the following meanings:

‘Equipment’ means the equipment (that in the Supplier’s reasonable opinion is of a Serviceable Standard) subject to the Maintenance Services as more particularly specified in Schedule 1. ‘Maintenance Services’ means the preventative services (the level of which are chosen under the Maintenance Service Package) provided to the Customer in respect of the Equipment (under this agreement), set as described in Schedule 2 or as may be agreed in writing by the Supplier and Customer from time to time. ‘Terms’ means these terms and conditions governing the supply and performance of the Services by the Supplier to the Customer. ‘Customer’ means the Customer as agreed in the Order Form and whether the Supplier, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Group is a member of the Group. ‘Group Company’ means any company in the Group. ‘Business Day’ means the hours of 8.00 a.m. to 6.00 p.m. on a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business. ‘Supplier’s Personnel’ the Supplier’s employees, agents, subcontractors and consultants engaged to perform the Maintenance Services. ‘Unity Console’ means the LCD and all related electronic components forming the Unity® or Vision® group component excluding Water Bottle or Phone Holders. ‘Maintenance Services’ means performance of the Maintenance Services under these Terms. ‘Oddly as a result of that Equipment requiring Replacement Parts that have been discontinued and are no longer produced by their respective manufacturer.’ "Replacement Parts" means any component, piece of equipment or part that is required for the repair or Maintenance Services to be carried out on Equipment under these Terms. ‘Request’ shall have the meaning given in clause 2.4. ‘Technogym E-Services’ means the online services provided by the Supplier, whereby the Customer can electronically place an order for Maintenance Services or for Replacement Parts. ‘TG Equipment’ means equipment and parts manufactured and supplied by the Supplier or any Group Company. ‘E-Services’ means the Equipment and the terms and conditions for the performance of the Services as set out on the Order Form.”

2. SUPPLY OF SERVICES

2.1 The Supplier will endeavour to provide Maintenance Services during a Business Day (or as otherwise agreed and set out in the Service Level Agreement in Schedule 2) and the Customer will therefore be required to have their Site Address open (and the Equipment accessible) during such times. 2.2 From time to time, the Supplier may be required to carry out Maintenance Services outside the hours of a Business Day and reserves the right to do so. 2.3 The Customer may request that the Supplier carries out Maintenance Services outside the hours of a Business Day. Any decision by the Supplier to do so will be entirely at the Supplier’s discretion and will be agreed in writing by the parties. The Supplier reserves the right to charge the Customer for such work and the Customer shall pay for such work on the request of the Supplier.

3. MAINTENANCE SERVICES

3.1 The Maintenance Services will not extend to:

- Modifications or additions to the Equipment that are unauthorised by the Supplier;
- Equipment that the Supplier renders obsolete as a result of normal contact from users in the course of exercising on the equipment including but not limited to treadmill belts, upholstery, rubber treadmills, rubber pedals and rubber pads and/or any other items that have been subject to wear as a result of use;
- Like water bottle or phone holders.

3.2 The Supplier reserves the right to adjust its Maintenance Charges by an increase not exceeding the prevailing CPI index rate by providing written notice not later than 30 days before any anniversary of the Commencement Date. This increase will not apply for any periods where the costs have been paid in full in advance. Following the initial period, this rate change increase provision will persist annually with no term limit. 4.2 The Customer shall pay the Maintenance Charges on the dates set out in the Order Form. 4.3 The Supplier’s charges are payable without any deductions, set-off, counterclaim or withholding of any kind but with the addition of VAT and other local taxes. The Supplier reserves the right to charge for the supply of ‘Replacement Parts’ (what the Supplier reasonably deems to be) if available in the Equipment resulting in the need for Maintenance Services. 4.1 The Supplier reserves the right to adjust its Maintenance Charges by an increase not exceeding the prevailing CPI index rate by providing written notice not later than 30 days before any anniversary of the Commencement Date. This increase will not apply for any periods where the costs have been paid in full in advance. Following the initial period, this rate change increase provision will persist annually with no term limit.

4. EXCLUSION OF RESPONSIBILITY

4.1 The Supplier reserves the right to adjust its Maintenance Charges by an increase not exceeding the prevailing CPI index rate by providing written notice not later than 30 days before any anniversary of the Commencement Date. This increase will not apply for any periods where the costs have been paid in full in advance. Following the initial period, this rate change increase provision will persist annually with no term limit. 4.2 The Customer shall pay the Maintenance Charges on the dates set out in the Order Form. 4.3 The Supplier’s charges are payable without any deductions, set-off, counterclaim or withholding of any kind but with the addition of VAT and other local taxes. The Supplier reserves the right to charge for the supply of ‘Replacement Parts’ (what the Supplier reasonably deems to be) if available in the Equipment resulting in the need for Maintenance Services. 4.1 The Supplier reserves the right to adjust its Maintenance Charges by an increase not exceeding the prevailing CPI index rate by providing written notice not later than 30 days before any anniversary of the Commencement Date. This increase will not apply for any periods where the costs have been paid in full in advance. Following the initial period, this rate change increase provision will persist annually with no term limit.

5. CUSTOMER’S OBLIGATIONS

5.1 Ensure that the Equipment is kept and operated in a proper manner in accordance with all written guidance issued by the Supplier from time to time (including routine maintenance set out in relevant Equipment user manuals) and ensure that only competent, properly trained persons are permitted to use it; 5.2 Co-operate with the Supplier and the Supplier’s Personnel in all matters relating to the Maintenance Services including but not limited to supplying the serial number of the Equipment, giving detailed information about the fault(s) on the phone and performing diagnostic actions on the Equipment as requested; 5.3 Use the Equipment in the way in which it is intended or the supplier reasonably deems to be an environment (including but not limited to one free from humidity, moisture, dust and high temperature variations) and be responsible for the costs of creating and maintaining such an environment; 5.4 Use the Equipment with the correct power supplies as have been provided by the manufacturer (be it the Supplier or otherwise); 5.5 Not move the Equipment or make any addition, modification or adjustment to it without the Supplier’s prior written consent; 5.6 Maintain and keep available to the Supplier the records of the operation, maintenance and any malfunction of the Equipment; 5.7 Provide at such times as the Supplier and the Supplier’s Personnel reasonably require and at no cost to the Supplier, access to the Equipment in a safe and properly insured environment, and the co-operation of the Customer’s personnel in diagnosing and overcoming any malfunction of the Equipment; and 5.8 Inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site Address.

6. LIMITATION OF LIABILITY

6.1 Save as specifically provided for herein, the Supplier shall have no liability to the Customer for any loss or damage howsoever arising or in connection with this agreement or the supply of the Maintenance Services. 6.2 Without prejudice to the generality of clause 6.1 above, the Supplier shall have no liability for any loss or damage caused by or in connection with any Retailer,LES, for the accuracy of any information or advice furnished to the Customer or for the loss or destruction of any equipment or personal property in the possession of the Customer. 6.3 The above exclusions shall apply to the fullest extent permissible at law but the Supplier does not exclude liability for: 6.3.1 death or personal injury caused by the negligence of the Supplier, its employees or agents; or 6.3.2 fraud. 6.4 To the extent such liability is not excluded by sub-clauses 6.1 and 6.2 above the Supplier accepts liability for its negligence (or that of its employees or agents) for physical damage or loss of the Customer’s tangible property up to £1,000,000 in respect of each incident or series of connected incidents. 6.5 In all other cases not falling within clause 6.4 above, the Supplier’s total liability (whether in contract, tort, (including negligence) or otherwise and whether arising under these Terms or under any other agreement whatsoever that it may have with the Supplier) for any breaches of contract or any other negligent or any breach of these Terms or under any other agreement whatsoever that it may have with the Supplier. 4.4 If the Customer fails to pay the Supplier by the due date any sum due under these Terms or under any other agreement whatsoever that it may have with the Supplier. 4.4 If the Customer fails to pay the Supplier by the due date any sum due under these Terms or under any other agreement whatsoever that it may have with the Supplier.

7. ESCAPE FROM LIABILITY

7.1 Replacement Parts are the Supplier’s property unless they are purchased and supplied by the Customer at no cost to the Supplier. 7.2 The Supplier shall have no liability under this agreement if it is prevented, from performing, its obligations under this agreement or from carrying on its business by events, omissions, accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other

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The Wellness Company
Draft

industrial disputes (whether involving the workforce of the Supplier or any other party); failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9. COMMENCEMENT AND TERM OF AGREEMENT. This agreement starts on the Commencement Date and remains in force for the Initial Period and shall continue thereafter unless terminated by one of the parties giving to the other not less than 3 months written notice, unless this agreement is terminated in accordance with clause 10.

10. SUSPENSION AND TERMINATION. Where, in Supplier's reasonable opinion, the cost of delivering the Services, as described in Schedule 1, is sustained at a level higher than that reasonably expected in a similar Customer environment, Supplier reserves the right to investigate such excessive costs and to seek financial remedy from Customer where the excess costs can be shown to be as a result of any exclusions from service defined in section 3.0 above. Furthermore, Supplier reserves the right to suspend the delivery of the Services and only rectify them upon settlement of any potential invoices to cover such excessive costs.

10.1 The Supplier may terminate this Agreement forthwith upon written notice to the Customer, without liability where:- 10.1.1 the Customer commits a breach of any Terms and where such breach is capable of remedy fails to rectify such a breach within 14 days of receiving written notice from the Supplier specifying such breach; 10.1.2 the Customer fails to make payment of any sums due to the Supplier in accordance with these Terms or any other agreement with the Supplier; 10.1.3 the Customer repeatedly fails to follow the Supplier's instructions in respect of the Equipment and acts in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the terms of the agreement. 10.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other giving the other not less than 1 months written notice if: 10.2.1 if the other party, being a body corporate shall present a petition or have a petition presented by a creditor for its winding up, or convenes a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors or shall have a receiver of any of its undertakings or assets appointed, or shall be deemed by virtue of the applicable law of these Terms to be unable to pay its debts or being an individual or sole trader dies or becomes bankrupt or being a partnership suffers any similar action as a result of a debt; 10.2.2 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or 10.2.3 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

10.3 The Customer may terminate this Agreement forthwith upon written notice to the Supplier, without liability only where the covered equipment is replaced with new Technogym items acquired from the Technogym official distribution network; the Customer ceases its business. On termination of this agreement for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and in respect of Maintenance Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt. 10.4 On termination of this agreement (however arising), the following conditions shall survive and continue in full force and effect: 10.4.1 Clause 6; 10.4.2 Clause 10; 10.4.3 Clause 14; 10.4.4 Clause 19

11. ASSIGNMENT AND SUBCONTRACTING. 11.1 The Supplier reserves the right to assign this contract to a sub-contractor or all or any of its obligations set out herein. 11.2 This agreement is personal to the Customer who may not without the Supplier's prior written consent: assign or dispose of it; part with any interest in it; or grant any lease or licence or delegate any of the rights conferred by it.

12. THIRD PARTY RIGHTS. No person other than the Supplier, any person to whom the Supplier assigns any rights under this agreement and the Customer, shall acquire any enforceable rights under or in connection with these Terms and nothing in these Terms confers on anyone else any right pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. VARIATION. No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of the party to whom it is given. 13.1 If the Supplier may from time to time alter, add to or abrogate any provisions of this agreement giving details of the proposed alteration, addition or abrogation. Unless the Customer within 28 days of that notice notifies the Supplier in writing that he objects to them, the alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly.

14. CANCELLATION. 14.1 If the variation of the agreement and a notice thereof is given, each party shall keep in strict confidence, the contents and details of this agreement (including but not limited to the Maintenance Charges) and all other technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it from the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its products which either party may obtain. 14.2 Each party may disclose the other party's confidential information: 14.2.1 to its employees, officers, agents, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14. 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

15. NOTICES. 15.1 Any demand or notice given under this deed shall be in writing and may be served: 15.1.1 personally, 15.1.2 by registered or recorded delivery mail, 15.1.3 by facsimile transmission (confirmed by post), or 15.1.4 by any other means which any party specifies by notice to the others. 15.2 Each party's address for the service of notice shall be its above mentioned address or such other address as it specifies by notice to the others. 15.3 A notice shall be deemed to have been served: 15.3.1 if it was served in person, at the time of service, 15.3.2 if it was served by post, 24 hours after it was posted, and 15.3.3 if it was served by facsimile transmission, at the time of transmission.

16. RIGHTS AND REMEDIES. Each right and remedy of the Supplier under these Terms is without prejudice to any other right or remedy of the Supplier whether under these Terms or any other agreement.

17. Severance. If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonable be deemed severable and the remaining provisions shall stand and the remainder of such provision shall continue in full force and effect.

18. WAIVER. Failure or delay by the Supplier in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any rights and any actual waiver of any breach of, or default under, any provision of these Terms by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the enforcement of any other provision of these Terms. 19. LAW AND JURISDICTION. 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

20. CONDITION PRECEDENT. The Supplier's provision of the Maintenance Services is conditional upon the positive result of the installation and inspection procedures carried out on the Equipment to bring it up to Serviceable Standard. The Customer shall bear all costs relating to the installation, inspection and remedial works.

Schedule 2. Maintenance Services

(The Customer's chosen Maintenance Service Package will be set out on the Form Order)

<table>
<thead>
<tr>
<th>Maintenance Services</th>
<th>Maintenance Service Package (MSP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program</td>
<td>Global</td>
</tr>
<tr>
<td>On-site repair service</td>
<td></td>
</tr>
<tr>
<td>Travel &amp; labour</td>
<td>$</td>
</tr>
<tr>
<td>Parts for repair</td>
<td>$</td>
</tr>
<tr>
<td>Parts subject to wear and tear</td>
<td>$</td>
</tr>
<tr>
<td>Equipment Diagnosis</td>
<td>-</td>
</tr>
<tr>
<td>Preventative maintenance</td>
<td>-</td>
</tr>
<tr>
<td>Technical Call Center Support</td>
<td>-</td>
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<tr>
<td>Predetermined response time</td>
<td>-</td>
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<tr>
<td>Software update</td>
<td>-</td>
</tr>
<tr>
<td>Aesthetic Items Protection</td>
<td>-</td>
</tr>
<tr>
<td>Accidental Damage on Unity Console</td>
<td>-</td>
</tr>
<tr>
<td>Performance guarantee</td>
<td>-</td>
</tr>
</tbody>
</table>
### Maintenance Services

<table>
<thead>
<tr>
<th>Services</th>
<th>Program</th>
<th>Global</th>
<th>Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online job opening</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Asset management reporting tool</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Preventative maintenance routine</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Internal and external cleaning</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Lubrication</td>
<td>-</td>
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</tr>
<tr>
<td>Calibration &amp; Mechanical adj.</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Technogym Certification</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Resistance cable inspection and replacement as required</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Maintenance Service Package (MSP)

- **Service Included in MSP**
  - Subject to limitations of cover see the Terms for more detail
  - Subject to limitations of entitlement, see below
- **$ Service chargeable in MSP (charges based on the Supplier parts and labour prices applicable from time to time. Further details are available from the Supplier**

### Description of maintenance services

On-site repair service: Covers the supply of ad hoc Maintenance Services at the Site Address for the repair of the Equipment. The decision to fit replacement spare parts will be made solely by Supplier's engineers and Supplier reserves the right to use new or refurbished parts at its sole discretion.

‘Parts subject to wear and tear’: Where MSP’s include coverage for Parts subject to wear and tear, the replacement of Wear and Tear Items will be decided by Supplier’s engineers using their reasonable opinion. The replacement of certain Wear and Tear Items is subject to limitations of entitlement over the term of the contract according to the following formulae: The entitlement of treadmill belts for a specific contract term is capped up to a predefined ‘Number of Belts’ included per contract defined as the number of treadmills covered by the contract multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole integer. Entitlement can be pooled across all Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 treadmills covered under a 4 year Performance contract would have a Number of Belts included per contract equal to 25 x 4 x 0.5 = 50, i.e. a limit of 50 treadmill belts may be fitted over the term of the contract.

The entitlement of Upholstery for a specific contract is capped up to a predefined ‘Number of Upholstery’ included per contract defined as the number of pieces of strength equipment (including selectorised or plate loaded strength machines and benches) multiplied by 2 (the typical number of upholstery items per piece of equipment) multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole number. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 pieces of selectorised strength equipment covered under a 4 year Performance contract would have a Number of Upholstery included per contract equal to 25 x 2 x 4 x 0.5 = 100, i.e. a limit of 100 items of upholstery may be fitted over the term of the contract.

Where the entitlements for the replacement of Part subject to wear and tear defined above are exceeded during the term of a contract or the cover for parts subject to wear and tear is excluded from the MSP the supply and fitting of these items will be at the Customer’s cost at Supplier’s parts and labour prices applicable from time to time.

‘Equipment Diagnosis’ Means the supply of an engineer for health & safety, functionality and aesthetics diagnosis.

Preventative maintenance: For Customers choosing the Program MSP, this is limited to Equipment Diagnosis, cleaning and light maintenance services. For Customers choosing the Global or Performance MSP’s the planned maintenance visit will include:

- **Strength Equipment:** (a) Full functional test of all components (b) Check all mechanical movements and lubricate where required (c) Inspection and replacement of cables as required (d)Inspect frames for damage (e)Adjustment of mechanical systems (f)Replacement of worn or damaged mechanical components
- **Cardiovascular Equipment:** (a) Full functional test of all components and console systems (b) Belt & cable tension and adjustment (c)Remove covers and clean internally and externally (d) Software update to latest version as required (e)Check calibration of sensors
- **Group Cycle:** (a) Full functional test of all components (b) Check and adjust chain tension and lubricate (c) Check and adjust belt tension (d) Check cranks and pedals

### Aesthetic Items Protection

Notwithstanding the general exclusion From Services for Aesthetic Items defined in clause 3.1.2 and Accidental Damage defined in clause 3.1.4, where MSP’s include ‘Aesthetic Items Protection’, this includes the replacement of Aesthetic Items under contract where they have suffered Accidental Damage subject to the following limitations. An ‘Aesthetic Item Replacement Claim’ is defined as Customer requesting the replacement of one Aesthetic Item on a single piece of equipment where the Aesthetic Items have been deemed to have suffered some form of Accidental Damage.

Entitlement under the Aesthetic Items cover is limited to 1 (one) Aesthetic Item Replacement Claim per contract year for every 20 pieces of Equipment covered under the contract, rounded up to the nearest whole integer. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

Where the Aesthetic Item entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Aesthetic Items is excluded from the MSP the supply and fitting of these items will be at the Customer’s cost at Supplier’s parts and labour prices applicable from time to time.

### Table 1: Number of pieces of Equipment covered

<table>
<thead>
<tr>
<th>Number of pieces of Equipment covered</th>
<th>Number of Aesthetic Item Replacement Claims per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 to 20</td>
<td>1</td>
</tr>
<tr>
<td>From 21 to 40</td>
<td>2</td>
</tr>
<tr>
<td>From 41 to 60</td>
<td>3</td>
</tr>
</tbody>
</table>

### Table 2: Accidental Damage on Unity Console

On-site repair service: Covers the supply of ad hoc Maintenance Services at the Site Address for the repair of the Equipment. The decision to fit replacement spare parts will be made solely by Supplier’s engineers and Supplier reserves the right to use new or refurbished parts at its sole discretion.

Accidental Damage on Unity Console: Notwithstanding the general exclusion From Services for Accidental Damage defined in clause 3.1.4, where MSP’s include Accidental Damage on Unity Console, this includes the replacement of Unity Consoles under contract where they have suffered Accidental Damage subject to the following limitations. A ‘Unity Console Replacement Claim’ is defined as Customer requesting the replacement a Unity Console on a single piece of equipment where the Unity Console has been deemed to have suffered some form of Accidental Damage subject to confirmation in the Supplier’s reasonable opinion. Replacement of a Unity Console under this provision is subject to a Customer contribution of £300 on each Unity Console Replacement Claim. Entitlement under the Accidental Damage on Unity Console cover is limited to 1 (one) Unity Console Replacement Claim per contract year for every 10 Unity Consoles covered under the contract, rounded up to the nearest whole integer.

Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

Where the Unity Console entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Accidental Damage on Unity Console is excluded from the MSP the supply and fitting of these items will be at the Customer’s cost at Supplier’s parts and labour prices applicable from time to time.

The table below is included for illustration of the calculation of entitlement to Aesthetic Item Replacement Claims per year for 1 to 60 pieces of equipment covered. Entitlement for other numbers of equipment covered will be calculated in a similar manner.

<table>
<thead>
<tr>
<th>Number of Unity Consoles covered</th>
<th>Number of Unity Console Replacement Claims per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 to 10</td>
<td>1</td>
</tr>
</tbody>
</table>
Performance guarantee: If some unforeseen event prevents Supplier from performing in line with the ‘Time To Service Percentage’ level set out in Schedule 2 of this agreement as measured at the end of the contract as an average over the whole term of the contract, the Customer is entitled to receive a discount percentage, the ‘Service Credit Discount’ against the renewal of the contract. The Service Credit Discount is redeemable only against an uninterrupted renewal and cannot be transferred to any other Site, contract renewal or other invoice payable to Technogym and the Service Credit Discount cannot be claimed as a cash alternative

The Service Credit Discount cannot be combined with any other active campaign or offering. The calculation of the Service Credit Discount will be based on 2 parameters: (a) duration of the original contract and (b) percentage of deviation in respect of the service level of the contract. The Service Credit Discount percentage calculated as per table below will be applied to the price of contract renewal calculated using the Prevailing Rate applicable from time to time. To be statistically relevant (and applicable) the minimum number of jobs in the period of measure should be greater than 20.

The Service Credit value cannot exceed the value of the NET price paid by the customer for the contract against which the performance was measured.

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<thead>
<tr>
<th>Severity of fault reported</th>
<th>Description of typical fault presenting</th>
<th>Target Response Time</th>
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<tbody>
<tr>
<td>Primary Fault</td>
<td>A fault that takes the Equipment out of order and prevents it from being used for its primary function – eg a treadmill that cannot be used for running.</td>
<td>48hrs</td>
</tr>
<tr>
<td>Secondary Fault</td>
<td>A fault that affects a part of the Equipment that is not involved in its Primary function, eg TV tuning, lack of sound, torn upholstery</td>
<td>120hrs</td>
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Supplier reserves the right to vary the Target Response Times from time to time and will publish updated versions of this matrix on the Technogym website and the Technogym E-Services portal.

Service Level Agreement: Where Service Level Agreement is included, see reverse of form for the performance levels.

Access to Technogym E-Services: Supplier will grant access to the customer to the Supplier’s web service portal, Technogym E-Services, for the duration of the contract.

Remote Equipment management service is included. Customer allows the Supplier to remotely monitor the Equipment connected to the internet using Supplier proprietary software system. Remote Equipment management service allows the Supplier to have the possibility to enable automatic remote software upgrades when the Equipment is connected to the internet.

Supplier may contact the Customer to arrange proactive repairs on the Equipment to verify the correct functioning when relevant problems are discovered as a result of the software upgrades when the Equipment is connected to the internet.

Suppliers have the right to vary the Target Response Time from time to time and will publish updated versions of this matrix on the Technogym website and the Technogym E-Services portal.

Time to Service Percentage (TTS%): The Supplier will use reasonable endeavours to ensure that following at least 90% of Requests made by the Customer for Maintenance Services over every 12 months period (beginning on the Commencement Date), the Time to Service will be equal to the Target Response Time defined above.

First Time Fix is where, whilst carrying out Maintenance Service, the Supplier returns the Equipment to reasonable working order for the Service defined in the Request on the first visit to the Site Address. The Supplier will use reasonable endeavours to ensure that (over every 12 months period beginning on the Commencement Date), at least 90% of Maintenance Service visits will result in a First Time Fix. Where the Supplier requires further replacement parts to bring Equipment to working order, the parts will be placed on order and the supplier will fit same on a subsequent maintenance service visit subject to the spares supply response.

Spares Supply Response is where TG Equipment Replacement Parts are required, the Supplier will use reasonable endeavours to dispatch the required parts within two Business Days from the Supplier placing a Replacement Parts order. This is with the exception of upholstery (7 Business Days), painted parts (7 Business Days) and assembled painted parts (15 Business Days). As Replacement Parts may be dispatched from outside the U.K, the times for delivery of Replacement Parts may vary and are all subject to availability. When Non-Technogym® Equipment Replacement Parts are required, the Supplier is totally reliant on the supply and performance of third parties and cannot give any commitments to dispatch and delivery times for such parts. However, the Supplier may, at the Supplier’s discretion, hold small stocks of Non-Technogym® Replacement

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<tr>
<td>Primary Fault</td>
<td>A fault that takes the Equipment out of order and prevents it from being used for its primary function – eg a treadmill that cannot be used for running.</td>
<td>48hrs</td>
</tr>
<tr>
<td>Secondary Fault</td>
<td>A fault that affects a part of the Equipment that is not involved in its Primary function, eg TV tuning, lack of sound, torn upholstery</td>
<td>120hrs</td>
</tr>
</tbody>
</table>
Your Wellness Business Partner

Technogym proposal for:

MIRABAY CLUB

Prepared by

William Davey
# PROPOSAL FOR MIRABAY CLUB

**Customer Name**: MIRABAY CLUB  
**Ref #:** 19410144 / 0001705184  
**Cust. Code**: AC-1045560 /  
**Date**: 02/28/19  
**Expiry Date**: 03/28/19  
**Contact**: MINDY ANDERSON  
**Billing Address**: MIRABAY CLUB  
**Telephone**: 107 MANNS HARBOR DRIVE  
**Destination**: 33572 APOLLO BEACH United States  
**FL**  
**Technogym Ref.**: William Davey  
**Ship to Customer Code**: AC-1045560 /  
**wdavey@technogym.com**  
**Ref #**: 19410144 / 0001705184  
**MIRABAY CLUB - REFRESH CARDIO**

## Equipment

### Cardio Line

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SYNCHRO Excite Synchro 1000</td>
<td>3.00</td>
<td>19,880.25</td>
</tr>
</tbody>
</table>

| VARIO Excite Vario 1000 | 1.00 | 7,991.75 |

| RECLINE Excite Recline 1000 | 2.00 | 9,743.50 |

| BIKE Excite Bike 1000 | 2.00 | 9,353.50 |
### Cardio Line

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIMB</td>
<td>1.00</td>
<td>8,236.00</td>
</tr>
<tr>
<td>Code: DEE83UTAN00BA00U</td>
<td></td>
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</table>

Cardio Line Total Excl Tax | 9 | USD 55,205.00

### SKILL LINE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SKILLROW</td>
<td>1.00</td>
<td>2,612.50</td>
</tr>
</tbody>
</table>

SKILL LINE Total Excl Tax | USD 2,612.50

### Other Equipment

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAINS POWER CABLE (USA 110)</td>
<td>1.00</td>
<td>14.06</td>
</tr>
</tbody>
</table>

Other Equipment Total Excl Tax | 1 | USD 14.06

### Services

#### Delivery & Installation

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery &amp; Installation</td>
<td>1.00</td>
<td>7,627.75</td>
</tr>
</tbody>
</table>

Delivery & Installation Total Excl Tax | 1 | USD 7,627.75

### Technogym Care

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERFORMANCE: The most complete after sales product in the Industry. Designed to give a beyond repair service with on top a coverage of wear and tear, accidental damages and a remote monitoring of the connected products</td>
<td>14,075.32</td>
</tr>
</tbody>
</table>

Code: X123PER

Please be informed that the After Sales service is not included in the offer and the price is indicated for illustration only.

**Purchase moment** | **Amount/month** | **Amount/year**
---|---|---
At the order | 234.59 | 2,815.06

Technogym Care Total Excl Tax

---

Ref# 19410144 / 0001705184 technogym.com
Focus on your business!
By choosing our **best in class service** and one of our **complete service plan** offerings.

Technogym North America After Sales performance

- **26** Sec. phone response time
- **48** Average Hours time to service
- **83%** First time fix rate
- **85%** Part delivery next day

**Benefits of a service plan:**
- Increase equipment uptime
- Extend the life of your equipment
- Protect the value of your investment
- Avoid unexpected cost
Your Wellness Solution Value

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Total Tax excl.</td>
<td>USD 65,459.31</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>USD 4,048.00</td>
</tr>
<tr>
<td>Ref #: 19410144 / 0001705184</td>
<td></td>
</tr>
<tr>
<td>Cust. Code:</td>
<td></td>
</tr>
<tr>
<td>MIRABAY CLUB - REFRESH CARDIO</td>
<td></td>
</tr>
</tbody>
</table>

**Net Total Tax incl. (7%)**

- USD 69,507.31

**Proposal Terms**

The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

**Payment**

<table>
<thead>
<tr>
<th>Payment Method</th>
<th>Payment Term</th>
<th>%</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RLE - RLE - leasing</td>
<td>L00 - L00 - 100% Leased</td>
<td>100.00</td>
<td>2019/03/29</td>
</tr>
</tbody>
</table>

**Delivery Terms**

- Customer Proposed Delivery Date: W/C: **07/16/19**

**General notes:**

Please be informed that Technogym may not accept a proposed delivery date earlier than “21” weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to seasonality reasons in the market. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).

Delivery Terms: FOB - F.O.B. Factory - Prepaid

This proposal reflects current sales tax. Any variance will be reported in the final invoice.

**Name:** William Davey

**Signature for acceptance:**

**Role:**

MIRABAY CLUB

**Date:**

Ref# 19410144 / 0001705184
**Additional Terms of Sale:**

DDP customer location, freight and installation prepaid and added or EXW York PA with loading fees only added and prepaid. Other terms may be agreed upon between parties. Technogym may ship partial orders. Terms and Conditions of Sale which appear on purchaser’s documents (including purchase orders) that are inconsistent with these terms shall be voided. Orders must be canceled 30 days before delivery date, or be subject to a restocking fee of 25% of the net value without T/I. No returns without prior consent of Technogym. Delays in delivery at customer request may result in storage fees. Invoice will issue upon shipment. Prices are good for 30 days. All invoices will be in U.S. dollars unless otherwise stated, and will reflect exchange rate at time of shipment. All products sold with limited warranty. Except for injunctive relief or judgment, parties agree to resolve any dispute by final, binding and non-appealable arbitration. Prevailing party is entitled to attorneys’ fees and costs.

**Limited Warranty:**

- Visio and Unity Monitors: Touch Screen, iPod Electric and Electronic Parts - 2 years Parts, 2 year Labor.
- Deck and Belt (Cardio): 2 years Parts (or 15,000 miles whichever comes first), 2 year Labor.
- Strength: Structural Frame - 10 years Parts, 2 year Labor. Guide Rods, Cams and Pulleys - 3 years Parts, 2 year Labor. Bearings and Bushings - 2 years Parts, 2 year Labor.

**Payment Terms:**

Payment due in full, unless otherwise specified on this contract. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable.

**Acceptance:**

Customer Signature: _____________________________
Name (Please Print): _____________________________
Date: _________________________________________

I understand that my signature above constitutes acceptance of the terms and conditions of sale.
MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

The following definitions shall have the following meanings:

- ‘Equipment’ means equipment and parts manufactured and/or supplied by the Supplier or any Group Company.
- ‘Maintenance Services’ means the preventative services (the level of which are chosen under the Maintenance Service Package) provided to the Customer in respect of the Equipment (under this agreement), set as described in Schedule 2 or as may be agreed in writing by the Supplier and Customer from time to time.
- ‘Terms’ means these terms and conditions governing the supply and performance of the Maintenance Services by the Supplier to the Customer.
- ‘Group’ means the Customer, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Group is a member and parts manufactured and/or supplied by other manufacturers or suppliers (other than the Supplier).
- ‘TG Equipment’ means equipment and parts manufactured and supplied by the Supplier or any Group Company.
- ‘Group Company’ means any company in the Group.
- ‘Business Day’ means the hours of 8.00 a.m. to 6.00 p.m. on a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business.
- ‘Supplier’s Personnel’ the Supplier’s employees, agents, subcontractors and consultants engaged to perform the Maintenance Services.
- ‘Unity Console’ means the LCD and all related electronic components forming the Unity® or Visionsi® group component excluding Watts and Content (where included).
- ‘Non-TG Equipment’ shall mean equipment manufactured and supplied by any other manufacturer or supplier and shall include (without limitation) non-TG Equipment and equipment and parts manufactured and/or supplied by other manufacturers or suppliers (other than the Supplier).
- ‘Equipment’ means the price of the purchased MSP as per the price effective at the time the quotation is provided.
- ‘Service Level Agreement’ in Schedule 2) and the Customer will therefore be required to have their Site Address open (and the Equipment accessible) during such times.
- ‘Replacement Parts’ are the Supplier’s property unless they are purchased and supplied by the Customer at no cost to the Supplier.
- ‘Aesthetic Items’ means the parts of the Equipment that are provided for cosmetic purposes only including but not limited to stickers, casings and covers or ancillary items like water bottle or phone holders.
- ‘Prevailing Rate’ means the interest rate charged by the Supplier in accordance with the Schedules.
- ‘MSP’ means Maintenance Service Package.
- ‘Customer’s obligations set out in clause 5.9 of these Terms’ means the preventative services provided by the Supplier in its reasonable opinion.
- ‘Maintenance Services’ means the preventative services provided by the Supplier in its reasonable opinion.
- ‘Accidental Damage’ means any equipment and parts manufactured and supplied by other manufacturers or suppliers (other than the Supplier).
- ‘Equipment’ means equipment and parts manufactured and supplied by other manufacturers or suppliers (other than the Supplier).
- ‘Replacement Parts’ means equipment and parts manufactured and supplied by other manufacturers or suppliers (other than the Supplier).
The Wellness Company
Draft

industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9. COMMENCEMENT AND TERM OF AGREEMENT. This agreement starts on the Commencement Date and remains in force for the Initial Period and shall continue thereafter unless terminated by one of the parties giving to the other not less than 3 months written notice, unless this agreement is terminated in accordance with clause 10.

10. SUSPENSION AND TERMINATION. Where, in Supplier’s reasonable opinion, the cost of delivering the Services is sustained at a level higher than that reasonably giving details of the proposed alteration, addition or abrogation. Unless the Customer within 28 days of that notice notifies the Supplier in writing that he objects to them, the agreement (including but not limited to the Maintenance Charges) and all other technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it from the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the other party’s business or its products which either party may obtain. 14.2 Each party may disclose the other party’s confidential information: 14.2.1 to its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party’s confidential information, subject to clause 14.2.2, or to any other party to whom it may be necessary or desirable to disclose the other party’s confidential information to enable it to perform its obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party’s confidential information comply with this clause 14.2.2.

15. NOTICES. 15.1 Any demand or notice given under this deed shall be in writing and may be served: 15.1.1 personally, 15.1.2 by registered or recorded delivery mail, or 15.1.3 by facsimile transmission (confirmed by post), or 15.1.4 by any other means which any party specifies by notice to the others. 15.2 Each party’s address for the service of notice shall be its above mentioned address or such other address as it specifies by notice to the others. 15.3 A notice shall be deemed to have been served: 15.3.1 if it was served in person, at the time of service, 15.3.2 if it was served by post, 24 hours after it was posted, and 15.3.3 if it was served by facsimile transmission, at the time of transmission.

16. RIGHTS AND REMEDIES. Each right and remedy of the Supplier under these Terms is without prejudice to any other right or remedy of the Supplier whether under these Terms or not.

17. SEVERANCE. If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions shall stand. The terms and the remainder of such provision shall continue in full force and effect.

18. WAIVER. Failure or delay by the Supplier in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any rights and any actual waiver of any breach of, or default under, any provision of these Terms by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the enforcement of any other provision of these Terms.

19. LAW AND JURISDICTION. 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

20. CONDITION PRECEDENT. The Supplier’s provision of the Maintenance Services is conditional upon the positive result of the installation and inspection procedures carried out on the Equipment to bring it to Serviceable Standard. The Customer shall bear all costs relating to the installation, inspection and remedial works.

Schedule 2. Maintenance Services

The Customer’s chosen Maintenance Service Package will be set out on the Form Order

<table>
<thead>
<tr>
<th>Maintenance Services</th>
<th>Maintenance Service Package (MSP)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Program</td>
</tr>
<tr>
<td>On-site repair service</td>
<td></td>
</tr>
<tr>
<td>Travel &amp; labour</td>
<td>$</td>
</tr>
<tr>
<td>Parts for repair</td>
<td>$</td>
</tr>
<tr>
<td>Parts subject to wear and tear</td>
<td>$</td>
</tr>
<tr>
<td>Equipment Diagnosis</td>
<td></td>
</tr>
<tr>
<td>Preventative maintenance</td>
<td></td>
</tr>
<tr>
<td>Technical Call Center Support</td>
<td></td>
</tr>
<tr>
<td>Predetermined response time</td>
<td></td>
</tr>
<tr>
<td>Software update</td>
<td></td>
</tr>
<tr>
<td>Aesthetic Items Protection</td>
<td></td>
</tr>
<tr>
<td>Accidental Damage on Unity Console</td>
<td></td>
</tr>
<tr>
<td>Performance guarantee</td>
<td></td>
</tr>
</tbody>
</table>

Ref# 19410144 / 0001705184 technogym.com 8/10
The Wellness Company

**The Maintenance Services**

<table>
<thead>
<tr>
<th>Maintenance Services</th>
<th>Maintenance Service Package (MSP)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Program</td>
</tr>
<tr>
<td>Technogym E-Services (customer portal)</td>
<td></td>
</tr>
<tr>
<td>Online job opening</td>
<td>-</td>
</tr>
<tr>
<td>Asset management reporting tool</td>
<td>-</td>
</tr>
</tbody>
</table>

Preventative maintenance routine

| Internal and external cleaning       | -       | -      | -           |
| Lubrication                          | -       | -      | -           |
| Calibration & Mechanical adj.        | -       | -      | -           |
| Technogym Certification              | -       | -      | -           |
| Resistance cable inspection and replacement as required | - | - | - |

Legend

- Service Included in MSP
- Subject to limitations of cover see the Terms for more detail
- Subject to limitations of entitlement, see below
- SLA limited to Time to Service on first visit only for Program

- Service chargeable in MSP (charges based on the Supplier parts and labour prices applicable from time to time)

Description of maintenance services

On-site repair service: Covers the supply of ad hoc Maintenance Services at the Site Address for the repair of the Equipment. The decision to fit replacement spare parts will be made solely by Supplier’s engineers and Supplier reserves the right to use new or refurbished parts at its’ sole discretion.

‘Parts subject to wear and tear’: Where MSP’s include coverage for Parts subject to wear and tear, the replacement of Wear and Tear Items will be decided by Supplier’s engineers using their reasonable opinion. The replacement of certain Wear and Tear Items is subject to limitations of entitlement over the term of the contract according to the following formulae: The entitlement of treadmill belts for a specific contract term is capped up to a predetermined ‘Number of Belts’ included per contract defined as the number of treadmills by the contract multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole integer. Entitlement can be pooled across all Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract where the piece of Equipment is covered by another contract or not.

For example: 25 treadmills covered under a 4 year Performance contract would have a Number of Belts included per contract equal to 25 x 4 x 0.5 = 50, i.e. a limit of 50 treadmill belts may be fitted over the term of the contract.

The entitlement of Upholstery for a specific contract is capped up to a predefined ‘Number of Upholstery’ included per contract defined as the number of pieces of strength equipment (including selectorised or plate loaded strength machines and benches) multiplied by 2 (the typical number of upholstery items per piece of equipment) multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole number. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract where the piece of Equipment is covered by another contract or not.

For example: 25 pieces of selectorised strength equipment covered under a 4 year Performance contract would have a Number of Upholstery included per contract equal to 25 x 2 x 4 x 0.5 = 100, i.e. a limit of 100 items of upholstery may be fitted over the term of the contract.

Where the entitlements for the replacement of Part subject to wear and tear defined above are exceeded during the term of a contract or the cover for parts subject to wear and tear is excluded from the MSP the supply and fitting of these items will be at the Customer’s cost at Supplier’s parts and labour prices applicable from time to time.

‘Equipment Diagnosis’ Means the supply of an engineer for health & safety, functionality and aesthetics diagnosis.

Preventative maintenance: For Customers choosing the Program MSP, this is limited to Equipment Diagnosis, cleaning and light maintenance services. For Customers choosing the Global or Performance MSP’s the planned maintenance visit will include:

- **Strength Equipment** (including selectorised or plate loaded strength machines and benches) multiplied by 2 (the typical number of upholstery items per piece of equipment) multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole integer.

- **Cardiovascular Equipment**: A full functional test of all components and console systems (b) Belt & cable tension and adjustment (c) Remove covers and clean internally and externally (d) Software update to latest version as required (e) Check calibration of sensors.

- **Group Cycle**: A full functional test of all components (b) Check and adjust chain tension and lubricate (c) Check and adjust belt tension (d) Check cranks and pedals

Aesthetic Items Protection: Notwithstanding the general exclusion From Services for Aesthetic Items defined in clause 3.1.2 and Accidental Damage defined in clause 3.1.4, where MSP’s include ‘Aesthetic Items Protection’, this includes the replacement of Aesthetic Items under contract where they have suffered Accidental Damage subject to the following limitations. An ‘Aesthetic Item Replacement Claim’ is defined as Customer requesting the replacement of one Aesthetic Item on a single piece of equipment where the Aesthetic Items have been deemed to have suffered some form of Accidental Damage.

Entitlement under the Aesthetic Items cover is limited to 1 (one) Aesthetic Item Replacement Claim per contract year for every 20 pieces of Equipment covered under the contract, rounded up to the nearest whole integer. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract where the piece of Equipment is covered by another contract or not.

Where the Aesthetic Item entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Aesthetic Items is excluded from the MSP the supply and fitting of these items will be at the Customer’s cost at Supplier’s parts and labour prices applicable from time to time.

Accidental Damage on Unity Console: Notwithstanding general exclusion From Services for Accidental Damage defined in clause 3.1.4, where MSP’s include Accidental Damage on Unity Console coverage, this includes the replacement of Unity Console under contract where they have suffered Accidental Damage subject to the following limitations. A ‘Unity Console Replacement Claim’ is defined as Customer requesting the replacement a Unity Console on a single piece of equipment where the Unity Console has been deemed to have suffered some form of Accidental Damage subject to confirmation in the Supplier’s reasonable opinion. Replacement of a Unity Console under this provision is subject to a Customer contribution of £300 on each Unity Console Replacement Claim. Entitlement under the Accidental Damage on Unity Console cover is limited to 1 (one) Unity Console Replacement Claim per contract year for every 10 Unity Consoles covered under the contract, rounded up to the nearest whole integer.

Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract where the piece of Equipment is covered by another contract or not.

Where the Unity Console entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Accidental Damage on Unity Console is excluded from the MSP the supply and fitting of these items will be at the Customer’s cost at Supplier’s parts and labour prices applicable from time to time.

<table>
<thead>
<tr>
<th>Number of Unity Consoles covered</th>
<th>Number of Unity Console Replacement Claims per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 to 10</td>
<td>1</td>
</tr>
<tr>
<td>From 21 to 40</td>
<td>2</td>
</tr>
<tr>
<td>From 41 to 60</td>
<td>3</td>
</tr>
</tbody>
</table>

The table below is included for illustration of the calculation of entitlement to Aesthetic Item Replacement Claims per year for 1 to 60 pieces of equipment covered. Entitlement for other numbers of equipment covered will be calculated in a similar manner.
Access to Technogym Equipment: Supplier will grant access to the customers' equipment for maintenance services on Wellness System peripherals, e.g. Trainer points, Iso controller, Wellness Mate, etc. where included in Schedule 1.

Remote Equipment management: Supplier will have the right to remotely update the Equipment's software subject to the condition that the Equipment is connected to the internet.

Maintenance Services: Supplier will perform maintenance services on the Equipment subject to the condition that the Equipment is connected to the internet and is not unreasonably obstructed from having maintenance performed.

Performance guarantee: Supplier will provide a performance guarantee for the Equipment for the duration of the contract.

Maintenance Service: Supplier will perform maintenance services on the Equipment for the duration of the contract.

Service Level Agreement: Supplier will provide a service level agreement for the Equipment for the duration of the contract.

Remote Equipment management: Supplier will have the right to remotely communicate with the Equipment in order to verify the correct functioning of the Equipment.

Spares Supply Response: Supplier will provide a response time for the supply of spare parts for the Equipment.

Severity of Fault: Supplier will provide a severity level for the fault reported.

Primary Fault: A fault that affects the Equipment's primary function, e.g. a fault that affects the Equipment's ability to perform its primary function.

Secondary Fault: A fault that affects a part of the Equipment that is not involved in its Primary function, e.g. a fault that affects the Equipment's ability to perform a secondary function.

Target Response Time: Supplier will provide a target response time for the repair of the Equipment.

definition in the Order Form. Discount only applies to replacement parts for Technogym manufactured Equipment.

Discount on replacement parts: Supplier will provide a discount on replacement parts for Technogym manufactured Equipment.

Service Credit Discount: Supplier will provide a service credit discount for the duration of the contract.

Time to Service Percentage achievement over the term of the contract: Supplier will provide a percentage of requests for service that were completed within the target response time over the term of the contract.

Service Credit: Supplier will provide a service credit for the duration of the contract.

Performance guarantee: Supplier will provide a performance guarantee for the Equipment for the duration of the contract.

Maintenance Services: Supplier will perform maintenance services on the Equipment for the duration of the contract.

Service Level Agreement: Supplier will provide a service level agreement for the Equipment for the duration of the contract.

Remote Equipment management: Supplier will have the right to remotely update the Equipment's software subject to the condition that the Equipment is connected to the internet.

Spares Supply Response: Supplier will provide a response time for the supply of spare parts for the Equipment.

Severity of Fault: Supplier will provide a severity level for the fault reported.

Primary Fault: A fault that affects the Equipment's primary function, e.g. a fault that affects the Equipment's ability to perform its primary function.

Secondary Fault: A fault that affects a part of the Equipment that is not involved in its Primary function, e.g. a fault that affects the Equipment's ability to perform a secondary function.

Target Response Time: Supplier will provide a target response time for the repair of the Equipment.

definition in the Order Form. Discount only applies to replacement parts for Technogym manufactured Equipment.

Discount on replacement parts: Supplier will provide a discount on replacement parts for Technogym manufactured Equipment.

Service Credit Discount: Supplier will provide a service credit discount for the duration of the contract.

Time to Service Percentage achievement over the term of the contract: Supplier will provide a percentage of requests for service that were completed within the target response time over the term of the contract.

Service Credit: Supplier will provide a service credit for the duration of the contract.

Performance guarantee: Supplier will provide a performance guarantee for the Equipment for the duration of the contract.

Maintenance Services: Supplier will perform maintenance services on the Equipment for the duration of the contract.

Service Level Agreement: Supplier will provide a service level agreement for the Equipment for the duration of the contract.

Remote Equipment management: Supplier will have the right to remotely update the Equipment's software subject to the condition that the Equipment is connected to the internet.

Spares Supply Response: Supplier will provide a response time for the supply of spare parts for the Equipment.

Severity of Fault: Supplier will provide a severity level for the fault reported.

Primary Fault: A fault that affects the Equipment's primary function, e.g. a fault that affects the Equipment's ability to perform its primary function.

Secondary Fault: A fault that affects a part of the Equipment that is not involved in its Primary function, e.g. a fault that affects the Equipment's ability to perform a secondary function.

Target Response Time: Supplier will provide a target response time for the repair of the Equipment.

definition in the Order Form. Discount only applies to replacement parts for Technogym manufactured Equipment.

Discount on replacement parts: Supplier will provide a discount on replacement parts for Technogym manufactured Equipment.

Service Credit Discount: Supplier will provide a service credit discount for the duration of the contract.

Time to Service Percentage achievement over the term of the contract: Supplier will provide a percentage of requests for service that were completed within the target response time over the term of the contract.

Service Credit: Supplier will provide a service credit for the duration of the contract.

Performance guarantee: Supplier will provide a performance guarantee for the Equipment for the duration of the contract.
Your Wellness Business Partner

Technogym proposal for:

**MIRABAY CLUB**

Prepared by

**William Davey**

[Technogym.com]
# PROPOSAL FOR MIRABAY CLUB

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## Equipment

### Flexibility

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| ANTERIOR            | 1.00| 2,515.50   |
| FLEXability Anterior |    |            |
| Frame: Anthracite, Upholstery: Black, Plastic: Grey, |
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**Flexibility Total Excl Tax** 2 USD 6,201.00

## Services

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**Delivery & Installation Total Excl Tax** 1 USD 814.35
Your Wellness Solution Value

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Ref #: 19410148 / 0001705225  
MIRABAY CLUB - FLEXIBILITY

Proposal Terms
The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

Payment

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Delivery Terms

Customer Proposed Delivery Date: W/C: 07/16/19

Note: (Field to be used in case of different proposal from the client)

General notes:
Please be informed that Technogym may not accept a proposed delivery date earlier than “21” weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to seasonality reasons in the market. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).

Delivery Terms: FOB - F.O.B. Factory - Prepaid

This proposal reflects current sales tax. Any variance will be reported in the final invoice.

Name: .................................................................  
Signature for acceptance

.................................................................

Role: .................................................................

MIRABAY CLUB

Date: ..........................
**Additional Terms of Sale:**

DDP customer location, freight and installation prepaid and added or EXW York PA with loading fees only added and prepaid. Other terms may be agreed upon between parties. Technogym may ship partial orders. Terms and Conditions of Sale which appear on purchaser’s documents (including purchase orders) that are inconsistent with these terms shall be voided. Orders must be canceled 30 days before delivery date, or be subject to a restocking fee of 25% of the net value without T/I. No returns without prior consent of Technogym. Delays in delivery at customer request may result in storage fees. Invoice will issue upon shipment. Prices are good for 30 days. All invoices will be in U.S. dollars unless otherwise stated, and will reflect exchange rate at time of shipment. All products sold with limited warranty. Except for injunctive relief or judgment, parties agree to resolve any dispute by final, binding and non-appealable arbitration. Prevailing party is entitled to attorneys’ fees and costs.

**Limited Warranty:**

- Visio and Unity Monitors: Touch Screen, iPod Electric and Electronic Parts - 2 years Parts, 2 year Labor.
- Deck and Belt (Cardio): 2 years Parts (or 15,000 miles whichever comes first), 2 year Labor.
- Strength: Structural Frame - 10 years Parts, 2 year Labor. Guide Rods, Cams and Pulleys - 3 years Parts, 2 year Labor. Bearings and Bushings - 2 years Parts, 2 year Labor.

**Payment Terms:**

Payment due in full, unless otherwise specified on this contract. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable.

**Acceptance:**

Customer Signature: _____________________________
Name (Please Print): _____________________________
Date: _________________________________________

I understand that my signature above constitutes acceptance of the terms and conditions of sale.
Phenomenal Exercise Equipment Repair Service, Inc.
5332 Caesar Way South Suite A
St Petersburg, FL  33712-4277
US
(727) 866-8188
phenom@tampabay.rr.com

ADDRESS
Ashley Adkins
The Mira Bay Club
Mira Bay at Harbor Bay Comm
Develop
3434 Colwell Ave, Suite 200
Tampa, FL  33614

<table>
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Enclosed please find the estimate you requested. Please advise if you would like to proceed with this work.

Once we have your approval, we will order any parts, if necessary and get you on the schedule as quickly as possible.

We look forward to working with you.

Jan Derby
727-866-8188
Phenomenal Service

Accepted By

Accepted Date
Tab 24
MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Harbor Bay Community Development District was held on Thursday, March 21, 2019 at 6:00 PM at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Paul Curley    Board Supervisor, Chairman
Steve Lockom   Board Supervisor, Vice Chairman
Daniel Leventry Board Supervisor, Assistant Secretary
Michael Maurer Board Supervisor, Assistant Secretary (via phone)

Also present were:

Joseph Roethke Regional District Manager; Rizzetta & Company
Justin Croom   Rizzetta & Company
Mike Eckert    District Counsel; Hopping Green & Sams (via phone)
Sarah Sandy   District Counsel; Hopping Green & Sams
Chris Gamache District Engineer; Cardno
Elliot Moseley Club Director
Ashley Adkins  Club Manager
Matt Davis     MPD Legal (via phone)
Ty Thompson    MPD Legal (via phone)
Robbie Cox     MBS Capital Markets
Holly Faldetta WTS
Greg Witherspoon Canin Associates
Bret Wertz     Water Walker Investments

Audience

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance

The meeting was called to order and roll call performed, confirming that a quorum was present. The Pledge of Allegiance was recited.
SECOND ORDER OF BUSINESS  Audience Comments on Agenda Items

Mr. Curley explained that each individual would be given three minutes to speak and indicated the Board probably will not respond to comments at this time but encouraged residents to email suggestions prior to the meeting to facilitate adjustments to the agenda.

A resident commented about proposals in the agenda.

A resident commented about boat ramp surface.

A resident commented about clubhouse exterior painting choices.

Mr. Curley responded to several of the comments made.

THIRD ORDER OF BUSINESS  Presentation of Audience Comment Follow-up Sheet

Mr. Curley noted that the vessel item should be closed.

FOURTH ORDER OF BUSINESS  Chairman’s Perspective on Agenda Items

Mr. Curley discussed ideas for increasing the efficiency of the meetings.

FIFTH ORDER OF BUSINESS  Seawall Master Project – Presentation by HGS Regarding Alternative Available to Board to Complete Master

Ms. Sandy presented a memo to the Board regarding current options to complete reconstruction of the seawall, Mr. Curley recommended that staff continue to work on finding proposals from any vendor that is able to bid on the project. Mr. Lockom will work with Park Square on expediting the process for finding additional proposals. A discussion ensued.

SIXTH ORDER OF BUSINESS  Consideration of Resolution 2019-04, Regarding Direct Contracting for Seawall Reconstruction

On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors adopted Resolution 2019-04, Regarding Direct Contracting for Seawall Reconstruction for the Harbor Bay Community Development District.

SEVENTH ORDER OF BUSINESS  Bond Financing – Presentation by MBS on Bond Financing Alternatives

Mr. Cox with MBS Capital Markets provided a presentation on bond financing alternatives to the Board.
Mr. Cox entertained various questions from the Board.

A discussion ensued regarding validation of additional monies for bonds. The Board will revisit potential validation at the April meeting.

*(Mr. Cox left the meeting at 6:45 p.m.)*

**EIGHTH ORDER OF BUSINESS  Seawall Emergency Repairs**

Mr. Gamache informed the Board that they assessed the seawall in the District to determine if any sections are showing conditions of concern that should be addressed through emergency repair work. Mr. Gamache recommended 5705 Sea Turtle, 526 Islebay, and 524 Islebay for emergency repair work, and presented a proposal from Hecker Construction for the additional work.

On a Motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved emergency seawall repairs at 5705 Sea Turtle, 526 Islebay, and 524 Islebay by Hecker Construction under a new contract with no bonding required at a not-to-exceed amount of ($130,000.00) for the Harbor Bay Community Development District.

*(Recess at 6:50 p.m., Reconvene at 6:52 p.m.)*

**NINTH ORDER OF BUSINESS  Discussion Regarding Seawall Grants**

Mr. Leventry discussed possible grants available for seawall repairs.

Ms. Sandy added comments on looking into these grants.

The Board would like District Counsel to review and assess grants identified by Mr. Leventry as a Board Liaison. Mr. Gamache will get their environmental team to look at this as well. The Board set a not-to-exceed amount of ($5,000.00) for District Counsel’s initial review and assessment.

*(Mr. Eckert left the meeting at 7:00 p.m.)*

**TENTH ORDER OF BUSINESS  Landscape Design and Installation – Presentation by Canin of Pool Master Plan**

*( Mr. Witherspoon arrived to meeting at 7:00 p.m.)*

Mr. Witherspoon with Canin Associates reviewed their plans for the pool landscape renovations with the Board.

Mr. Witherspoon entertained various questions from the Board.

The Board Supervisors will all look at the prioritization and this will be discussed at a future meeting.
(Mr. Witherspoon left the meeting at 7:13 p.m.)

(Mr. Davis and Mr. Thompson joined the meeting at 7:13 p.m.)

**ELEVENTH ORDER OF BUSINESS**  
**Upland Claims**

The Board reviewed two upland claims.

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On a Motion by Mr. Curley seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved settlement offer in the amount of ($15,825.00) at 5614 Skimmer Drive for the Harbor Bay Community Development District.

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On a Motion by Mr. Curley seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved settlement offer in the amount of ($22,895.00) at 5616 Skimmer Drive for the Harbor Bay Community Development District.

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**TWELFTH ORDER OF BUSINESS**  
**Discussion regarding Affidavit of Consent to Allow Encroachment into Private Easement**

The Board discussed the process when a resident asks for written permission to encroach into the District’s easement and reviewed an encroachment agreement and release template prepared by Mr. Davis.

---

On a Motion by Mr. Curley seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved encroachment agreement and release form and process for handling these requests moving forward for the Harbor Bay Community Development District.

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(Mr. Davis and Mr. Thompson left the meeting at 7:17 p.m.)

**THIRTEENTH ORDER OF BUSINESS**  
**Dockers Expansion**

Mr. Gamache reviewed Cardno’s Dockers Expansion plans with the Board. Mr. Gamache will revisit these costs and bring those back to a future meeting.

Mr. Curley would like a better understanding of current utilization of the Dockers facility. Mr. Lockom asked about the possibility of pre-fabricated buildings for this project.

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(Mr. Wertz joined the meeting at 7:30 p.m.)

**FOURTEENTH ORDER OF BUSINESS**  
**Consideration of Proposal for Investment Consulting Services**

Mr. Wertz with Water Walker Investments provided a presentation to the Board regarding investment in the Florida Fixed Income Trust.
Mr. Wertz entertained various questions from the Board and clarified his firm managers the Florida Fixed Income Trust and would not be providing investment advisory services to the District.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-05, Florida Fixed Income Trust**

On a Motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board of Supervisors adopted Resolution 2019-05, authorizing participation in the Florida Fixed Income Trust and execution of the indenture of trust for same for the Harbor Bay Community Development District.

*(Mr. Wertz left the meeting at 7:41 p.m.)*

**SIXTEENTH ORDER OF BUSINESS**

**Bathroom Refurbishment (Pool and Tennis Courts)**

The Board reviewed a scope that was provided by Board Supervisor Ryan Wick.

On a Motion by Mr. Lockom, seconded by Mr. Curley, with all in favor, the Board of Supervisors approved to set a not-to-exceed amount of ($30K) for pool bathroom project subject to the District Engineer reviewing the scope of services and authorized the District Engineer and Clubhouse Manager solicit proposals for same for the Harbor Bay Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**

**Pickleball Courts**

Mr. Gamache reviewed Cardno’s pickleball court summary with the Board. The Board added thoughts on this topic. Mr. Lockom discussed the possibility of Park Square adding pickleball to a future development area.

This item will be deferred until more details from Park Square are available.

**EIGHTEENTH ORDER OF BUSINESS**

**Street Signs – Written update Only**

Mr. Gamache informed the Board that this project is in progress and will be completed by April 5th.

**NINETEENTH ORDER OF BUSINESS**

**Rizzetta Managed – Project Tracker**

Mr. Moseley reviewed the Project Tracker with the Board. Mr. Curley asked several questions on items within the tracker.

**TWENTIETH ORDER OF BUSINESS**

**Community Landscaping**

Mr. Roethke presented proposals for palm replacements to the Board. The Board discussed landscaping issues and concerns within the community overall.
The Board will table this item and all Supervisors will look at prioritization. Their comments will be submitted to the District Manager for inclusion in the next meeting agenda. These comments need to be provided by April 8th.

TWENTY-FIRST ORDER OF BUSINESS  Wolf Creek Sails

Mr. Moseley presented Wolf Creek Sail proposals to the Board.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved a not-to-exceed amount of ($32,000.00) for the purchase and installation of shade structures, with authority to the Clubhouse Manager to select a proposal and subject to a contract drafted by District Counsel for the Harbor Bay Community Development District.

TWENTY-SECOND ORDER OF BUSINESS  Amenity Rule Changes

The Board reviewed several amenity rule change suggestions. Mr. Curley provided recommendations on how to update these rules moving forward. Mr. Lockom and Mr. Leventry recommended that WTS re-write the rules as needed and bring the document back to the Board for approval. WTS will research any needed changes and will update the document for presentation at a future meeting, subject to review by District Counsel.

The Board discussed pool lighting.

TWENTY-THIRD ORDER OF BUSINESS  Workshops

Mr. Curley discussed the benefit of the monthly workshops that are currently being held on a regular basis. Ms. Sandy discussed potential risks from a Sunshine Law perspective to these workshops. The Board would like to continue to hold these workshops on a regular basis going forward.

A discussion ensued regarding holding workshops on special topics moving forward. The next workshop will have a focus on new capital projects. The announcement from on-site staff will include this note. Mr. Curley recommended having Board members be assigned to attend specific workshops.

TWENTY-FOURTH ORDER OF BUSINESS  Approval of Personal Injury Settlement

Ms. Sandy presented a personal injury settlement to the Board.

On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved the settlement and release for personal injury settlement for the Harbor Bay Community Development District.
The Board reviewed a document provided by Board Supervisor Ryan Wick. Mr. Curley discussed a process for speed calming. This item was tabled.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved to amend agenda to include a discussion topic on the AIG claim for the Harbor Bay Community Development District.

Mr. Curley presented this item. Mr. Curley invited the audience to comment on the item. No audience comments were made.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved to Gray Robinson to move forward with drafting a complaint and seek claim against AIG for the Harbor Bay Community Development District.

A brief discussion ensued regarding the project management worksheet.

Ms. Sandy discussed some minor changes to the license agreement in the boat lift applications.
On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved the consent agenda items, including changes to boat lift application license agreements for the Harbor Bay Community Development District.

TWENTY-EIGHTH ORDER OF BUSINESS  Staff Reports

A. District Counsel

Ms. Sandy updated the Board on the status of the elevator contract and a street tree issue from a resident.

B. District Engineer

Mr. Gamache had nothing new to report.

C. District Manager

Mr. Roethke reminded the Board that the next regularly scheduled meeting will be held on Thursday, April 18, 2019 at 6:00 PM at the Mirabay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572.

TWENTY-NINTH ORDER OF BUSINESS  Supervisor Requests

Mr. Maurer asked to review Frontier expenses.

Mr. Leventry asked Mr. Lockom to check with Park Square on potential amenities.

Mr. Leventry discussed street tree issues.

Mr. Leventry discussed broadcasting meetings going forward.

Mr. Leventry discussed sound system for the pool.

Mr. Leventry asked about status of painting project.

On a Motion by Mr. Leventry, seconded by Mr. Curley, with three in favor, and one (Mr. Lockom) opposed, the Board of Supervisors approved a not-to-exceed amount of ($1,000.00) for an interior designer to provide guidance for exterior paint colors, provided it does not delay the painting project for the Harbor Bay Community Development District.

Mr. Curley discussed communication issues and asked Mr. Leventry for ideas.

Mr. Curley discussed gate repairs, timelines, and other security-related items.

Mr. Curley discussed inspection of work prior to the end of 1-year warranties.
Mr. Lockom requested to add expiring contracts for discussion on the next agenda, including Rizzetta contracts, WTS contract, and landscaping contracts.

Mr. Lockom read a response regarding attacks against him regarding his duties as a landscape liaison.

THIRTIETH ORDER OF BUSINESS  Audience Comments

A resident commented on easement encroachments.

A resident discussed pickleball courts, amenity rules, and rule enforcement.

THIRTY-FIRST ORDER OF BUSINESS  Adjournment

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board adjourned the meeting ended at 9:28 p.m. for the Harbor Bay Community Development District.

Secretary / Assistant Secretary  Chairman / Vice Chairman
TAB 25
MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Harbor Bay Community Development District was held on Thursday, April 18, 2019 at 6:00 PM at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Paul Curley  Board Supervisor, Chairman
Steve Lockom  Board Supervisor, Vice Chairman
Ryan Wick  Board Supervisor, Assistant Secretary
Michael Maurer  Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke  Regional District Manager; Rizzetta & Company
John Toborg  Field Services Manager, Rizzetta & Company
Mike Eckert  District Counsel; Hopping Green & Sams
Sarah Sandy  District Counsel; Hopping Green & Sams
Greg Woodcock  District Engineer; Cardno
Chris Gamache  District Engineer; Cardno
Miguel Rodriguez  Club Director
Ashley Adkins  Club Manager
Sandy Crespo  Club Admin
Billy Nixon  Hillsborough County Sheriff’s Office
Holly Faldetta  WTS
Greg Gruhl  Amenities Services Manager, Rizzetta & Company
Scott Smith  Regional Manager Community Services, Rizzetta & Company
Court Recorder

Audience

FIRST ORDER OF BUSINESS  Call to Order and Pledge of Allegiance

The meeting was called to order and roll call performed, confirming that a quorum was present. The Pledge of Allegiance was recited.
SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Mr. Curley explained that each individual would be given three minutes to speak and indicated the Board probably will not respond to comments at this time but encouraged residents to email suggestions prior to the meeting to facilitate adjustments to the agenda.

A resident commented about the history and process of selecting clubhouse paint colors.

A resident commented about an easement encroachment and parliamentary procedure.

A resident discussed pickleball courts.

A resident commented about the clubhouse paint colors and discussed seawall issues.

A resident asked a landscape question.

(Mr. Maurer arrived at 6:13 p.m.)

Mr. Curley responded to several of the comments made.

Mr. Curley introduced Miguel Rodriguez to the Board as the new Club Director going forward.

THIRD ORDER OF BUSINESS

Presentation of Audience Comment Follow-up Sheet

There is no discussion for this item.

FOURTH ORDER OF BUSINESS

Chairman’s Perspective on Agenda Items

There is no discussion for this item.

FIFTH ORDER OF BUSINESS

Seawall Master Project

Mr. Gamache updated the Board that Cardno has been moving forward with the design plans for contractor consideration. Proposals will be solicited for the next meeting. Mr. Gamache and Mr. Woodcock entertained various questions from the Board. Mr. Eckert added comments regarding the status of this project. Mr. Eckert entertained various questions from the Board. Mr. Lockom discussed the current financials in the seawall fund, and recommended that the District Engineer use a not-to-exceed amount of ($750,000) for immediate additional seawall repairs.
Mr. Woodcock responded to these items and a discussion ensued. Mr. Woodcock will bring costs for this to the next meeting. Mr. Eckert will follow up with developer's counsel on any unanswered questions.

**SIXTH ORDER OF BUSINESS**  
**Sewall Emergency Repairs**

Mr. Gamache updated the Board on the status of the emergency seawall repairs. The final completion date of the emergency repairs is May 18 for the original contract. For the additional three lots added, they will have 45 days to complete those repairs after the new sheets are delivered.

**SEVENTH ORDER OF BUSINESS**  
**Ratification of Change Order #2**

Mr. Eckert reviewed the details of this change order with the Board. Mr. Gamache added comments on completion dates.

On a Motion by Mr. Lockom, seconded by Mr. Wick, with all in favor, the Board of Supervisors ratified change order #2 of Hecker contract for emergency repairs for the Harbor Bay Community Development District.

**EIGHTH ORDER OF BUSINESS**  
**Upland Claims**

The Board reviewed one upland claim.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved settlement agreement for 5610 Skimmer Drive in the amount of ($15,525.00) for the Harbor Bay Community Development District.

**NINTH ORDER OF BUSINESS**  
**Speeding – Presentation by Billy Nixon, Community Resource Deputy**

Mr. Nixon with Hillsborough County Sheriff’s Office discussed speeding issues within the community. Mr. Nixon commended Chairman Curley for the written approach to speeding concern that was included in the agenda package. Mr. Nixon entertained various questions from the Board on speeding and crime levels.

Mr. Eckert discussed issues with forming committees appointed by the District. Mr. Eckert explained that unless a CDD committee is limited to fact-finding, the committee would need to comply with Florida’s Open Meeting Laws. A discussion ensued.

Mr. Lockom volunteered to work with Mr. Eckert on setting up a committee for this topic.

**TENTH ORDER OF BUSINESS**  
**Major Project Update – Capital Project Priorities**

The Board reviewed their capital project priorities. The highest two priorities at this time are pool landscaping and community landscaping. Mr. Wick would like to focus more
on maintenance items rather than new projects, but felt some of the landscaping projects were more maintenance in nature.

**ELEVENTH ORDER OF BUSINESS**  
**Pool – Landscape Design and Installation**

The Board discussed options for renovating the pool landscaping.

On a Motion by Mr. Wick seconded by Mr. Curley, with all in favor, the Board of Supervisors approved to remove back pilasters and install pavers and lower front pilasters & add bowls with pool-friendly landscape at a not-to-exceed ($7,000.00) for the Harbor Bay Community Development District.

**TWELFTH ORDER OF BUSINESS**  
**Community Landscaping**

Mr. Curley added comments regarding which palms should be replaced. Mr. Toborg responded to several of these comments. A discussion ensued.

On a Motion by Mr. Curley seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved to install palms from US41 along Mirabay Blvd. to Mirabay guardhouse and Manns Harbor guardhouse, with final decisions on exact locations and palm types by John Toborg and Steve Lockom at a not-to-exceed amount of ($80,000.00) for the Harbor Bay Community Development District.

On a Motion by Mr. Lockom seconded by Mr. Curley, with three in favor and one (Mr. Maurer) opposed, the Board of Supervisors approved to add one Bismarck on Ibisview Lane at a not-to-exceed amount of ($3,000.00) for the Harbor Bay Community Development District.

On a Motion by Mr. Curley seconded by Mr. Lockom, with all in favor, the Board of Supervisors authorized an additional ($3,000.00) to the first motion for palm installation for the Harbor Bay Community Development District.

The Board discussed next steps for future landscape replacements. Mr. Lockom and Mr. Toborg will review this and will bring options to a future meeting.

Mr. Toborg reviewed the details of the field inspection report with the Board and entertained various questions on maintenance items. District Staff will follow up with the contractor on any items that need to be addressed and potentially replace by the contractor. Mr. Curley requested that any upcoming prioritization of landscape projects include a review of cul-de-sacs, the boat lift and other shrubbery areas owned by the CDD,
with John Toborg providing recommendations regarding how replacements should be prioritized.

(Mr. Toborg left at 7:42 p.m.)

THIRTEENTH ORDER OF BUSINESS Lighting for Night Swimming

Mr. Woodcock presented a proposal for engineering services related to night swimming at the amenity center. Questions were asked about the approximate cost of retrofitting the facility for night swimming, and Mr. Woodcock stated the cost may very well exceed ($60,000-$100,000.00).

The Board would not like to move forward with this project at this time, since Cardno indicated the cost to upgrade the lighting could well exceed ($5,350.00)

FOURTEENTH ORDER OF BUSINESS Mooring Post Repair – Written Update Only

Mr. Woodcock updated the Board on the mooring post repairs. Ms. Sandy informed the Board that the contract has been drafted and is with Hecker for signature.

FIFTEENTH ORDER OF BUSINESS Street Signs – Written Update Only

Mr. Woodcock presented a report on the street sign upgrades to the Board.

On a Motion by Mr. Curley seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved to set a not-to-exceed amount of ($50,000.00) for getting signage up to code and negotiating a contract with HCSO for the Harbor Bay Community Development District.

A discussion ensued regarding speed limit signs.

Mr. Eckert announced that the shade session would begin at 8:00 PM, before which time the public would be asked to leave the meeting room. He explained to all present the necessity of the shade session and confirmed that the shade session was duly advertised as required by Florida statute.

(Mr. Gamache and Mr. Woodcock left at 8:00 p.m.)

(recess at 7:54 p.m.)

(reconvene at 8:00 p.m.)

SIXTEENTH ORDER OF BUSINESS Driscoll/Erickson Litigation Discussion – Closed to Public and all Residents; Hard Start Time of (8:00 p.m.)

(After a five-minute recess, the shade session started at 8:04 PM.)
(Shade session ended at 8:57 p.m.)

(Public meeting re-opened at 9:00 p.m.)

Mr. Eckert stated that no decision was made, but direction was given to counsel on how to proceed with the pending settlement. Mr. Eckert announced the attorney-client session has ended.

SEVENTEENTH ORDER OF BUSINESS Dockers

Mr. Curley informed the Board that Mr. Woodcock is discussing the Dockers expansion with Park Square.

EIGHTEENTH ORDER OF BUSINESS Rizzetta Managed – Project Tracker

Mr. Curley asked several questions regarding items on the tracker.

NINETEENTH ORDER OF BUSINESS Written Update Only – Painting of Buildings

Since insufficient data was available to make a decision, Mr. Curley asked the topic to be deferred. Mr. Wick asked for a status update on the painting contract. Mr. Lockom would like the designer to discuss the status with him and attend the next meeting via phone.

TWENTIETH ORDER OF BUSINESS Pool Bathroom Remodeling

Mr. Woodcock met with the contractor and is waiting on an updated agreement.

TWENTY-FIRST ORDER OF BUSINESS Wolf Creek Sails

The Board reviewed a proposal for the Wolf Creek sail installation. The Board agreed the sail should cover the slide and playground and should be in line with the shades at Landing Park. District staff will bring proposals back to a future meeting. Mr. Eckert suggested the proposals include three options. The first option would involve the minimum shade necessary to make the playground better for health and safety purposes. The second option would be to install the shade structure to provide the most shade possible in the space for children on the playground and their parents in areas adjacent to the playground. The third option would be something between options 2 and 3 which would provide some limited shade areas for people near the playground.

TWENTY-SECOND ORDER OF BUSINESS Tiki Hut Table and Grills

The Board discussed the location of grills to be installed and deferred to on-site staff to pick the locations.

Mr. Roethke presented a proposal for gazebo repairs.
On a Motion by Mr. Wick, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved to repair the gazebo at a not-to-exceed amount of ($3,500.00) for the Harbor Bay Community Development District.

TWENTY-THIRD ORDER OF BUSINESS  Contracts

The Board discussed the status of several contracts, including changing scopes of service and potentially putting these out for bid and soliciting proposals. A discussion ensued regarding procedures for bidding out these contracts, including timing of bidding each contract.

The Board would like to begin the process of soliciting proposals for District Management (Rizzetta), Amenity Management (Rizzetta Amenity Services & WTS), and Landscaping (Lee Te Kim). Staff will begin with the landscaping RFP, then move on to soliciting proposals for Amenity Management followed by District Management.

TWENTY-FOURTH ORDER OF BUSINESS  HGS

The Board reviewed an updated rate sheet from Hopping, Green, & Sams which will go into effect on October 1, 2019.

TWENTY-FIFTH ORDER OF BUSINESSS  Resident Communication

This item was tabled.

TWENTY-SIXTH ORDER OF BUSINESS  Security System

This item was tabled.

TWENTY-SEVENTH ORDER OF BUSINESS  Workshop focus for May

The Board discussed the focus for the May workshop. Mr. Wick would like this focus to be WTS and kids’ activities.

TWENTY-EIGHTH ORDER OF BUSINESS  Water Walker Investment – Written Update Only

Mr. Roethke informed the Board that the investments with Water Walker have been completed.

TWENTY-NINTH ORDER OF BUSINESS  Contract/Signature Authority.

This item was tabled.

THIRTIETH ORDER OF BUSINESS  Consideration of Suspension of Amenity Privileges
Ms. Sandy discussed the status of suspension of amenity privileges as a result of an altercation at the amenity center. Ms. Crespo described the details of the incident to the Board. Ms. Crespo entertained various questions from the Board.

On a Motion by Mr. Lockom, seconded by Mr. Curley, with all in favor, the Board of Supervisors approved to suspend privileges for resident for 90 days starting today for the Harbor Bay Community Development District.

THIRTY-FIRST ORDER OF BUSINESS

Consent Agenda Items

A. Consideration of Minutes of the Board of Supervisors’ Regular Meeting Held on March 21, 2019
B. Consideration of Minutes of the Board of Supervisors’ Workshop Meeting Held on April 11, 2019
C. Consideration of Operation & Maintenance Expenditures for March 2019
D. Consideration of Operations & Maintenance Expenditures for March 2019– Reserve Fund
E. Consideration of Operations & Maintenance Expenditures for March 2019– MiraBay Amenity Center
F. Consideration of Operations & Maintenance Expenditures for March 2019– Evergreen Fund
G. Consideration of Master Project Requisitions #MP #140-#143 & #144-#146
H. Consideration of Supplemental Project Requisition (if any)
I. Presentation of Monthly Staff Report: MiraBay Club Manager
J. Presentation of Monthly Staff Report: Club Director
K. Dock and Boat Lift Approval
L. Ratification of Proposal for HVAC System #6 Replacement
M. Consideration of Fiscal Year 2017-2018 Audit

Mr. Roethke noted that the audit for FY 17/18 was a clean audit. The auditor’s opinion was unqualified and there were no instances or adverse findings reported for this District.

Ms. Sandy noted that there were corrections that need to be made to the audit.

Ms. Sandy noted that there are changes to the boat lift applications that need to be made to reflect the current ownership of the parcel.

Mr. Lockom congratulated WTS on increasing profits in the Café.

On a Motion by Mr. Curley, seconded by Mr. Maurer, with all in favor, the Board of Supervisors approved the consent agenda items for the Harbor Bay Community Development District.
THIRTY-SECOND ORDER OF BUSINESS  Staff Reports

A. District Counsel

Ms. Sandy discussed the status of the elevator contract with Schindler.

On a Motion by Mr. Lockom, seconded by Mr. Curley, with all in favor, the Board of Supervisors approved to allow District Counsel to finalize a 24-month contract at a lower cost for the Harbor Bay Community Development District.

Ms. Sandy updated the Board on the status of the project management software contract, which has been sent to the vendor for review.

B. District Engineer

Mr. Roethke presented a proposal from Cardno for pond maintenance.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the proposal from Cardno for pond maintenance at a cost of ($2,925.00) per month for the Harbor Bay Community Development District.

C. District Manager

Mr. Roethke reminded the Board that the next regularly scheduled meeting will be held on Thursday, May 16, 2019 at 6:00 PM which will be the presentation of the Proposed Budget and to be held at the Mirabay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572.

Mr. Roethke updated the Board on the status of the website ADA compliance subject. There will be proposals available for review at the next meeting.

THIRTY-THIRD ORDER OF BUSINESS  Supervisor Requests

Mr. Wick discussed a meeting with WTS and a meeting with Rizzetta Amenities to discuss services.

Mr. Wick commented about WTS holding a kids CDD night to allow parents to attend CDD meetings.

Mr. Wick commented about upland claims and who is filling them.

Mr. Wick reviewed a proposal for network system maintenance.

Mr. Wick commented about pool audio proposals.

Mr. Wick commented on concerns over playground equipment safety.
Mr. Wick commented on the status of maintenance software.

Mr. Wick commented on communication issues.

Mr. Wick commented about exposure of Supervisors to litigation. Mr. Eckert identified the protections that are in place for supervisors who are sued while acting within the scope of their responsibilities as a supervisor.

Mr. Wick thanked individual Board members for their service.

Mr. Maurer commented about seawall repairs and emergency lots.

Mr. Curley reminded the Board to keep the meetings running efficiently.

Mr. Lockom asked if the Board would like to request attendance of Park Square at the next meeting. The Board is requesting Park Square to attend the May meeting.

THIRTY-FOURTH ORDER OF BUSINESS  Audience Comments

A resident commented on the suspension of amenity privileges discussed by the Board.

A resident asked questions regarding landscaping.

Mr. Smith presented an option for revising the RASI scope of services, which in general terms changed two part time positions for one full time position.

On a Motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board of Supervisors approved the revised scope of services for RASI contract, pending District Counsel review for the Harbor Bay Community Development District.

THIRTY-FIFTH ORDER OF BUSINESS  Adjournment

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board adjourned the meeting ended at 11:03 p.m. for the Harbor Bay Community Development District.

Secretary / Assistant Secretary  Chairman / Vice Chairman
Tab 26
MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

The Harbor Bay Community Development District workshop was held on Thursday, May 9, 2019 at 6:30 PM at the MiraBay Clubhouse, located at 107 Man's Harbor Drive, Apollo Beach, Florida 33752.

Present were:
Steve Lockom                    Board Supervisor, Vice Chairman
Michael Maurer                  Board Supervisor, Assistant Secretary

Also present were:
Miguel Rodriguez
Ashley Adkins
Holly Faldetta
Audience

The meeting was called to order at 6:30 PM.

Residents asked questions and provided input on the following topics:

• Clubhouse Paint Colors
• Columns in Pool Area
• Bidding out of Contracts
• Café Hours
• MiraBay Market
• Rummage Sale
• Events for Empty Nesters
• Replacement of Gym Equipment
• Communication

No motions were made or Board votes taken.

The meeting was adjourned at 8:02 p.m.

Secretary / Assistant Secretary                Chairman / Vice Chairman
Tab 27
Operation and Maintenance Expenditures
April 2019
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2019 through April 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $196,863.91

Approval of Expenditures:

______________________________

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary
## Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

**April 1, 2019 Through April 30, 2019**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

April 1, 2019 Through April 30, 2019

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## Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2019 Through April 30, 2019

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## Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

April 1, 2019 Through April 30, 2019

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<th>Vendor Name</th>
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**Report Total** $196,863.91
Tab 28
Operation and Maintenance Expenditures
April 2019
For Board Approval
Reserve Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2019 through April 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $400.00

Approval of Expenditures:

__________________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
## Reserve Fund at Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2019 Through April 30, 2019

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<th>Vendor Name</th>
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**Report Total**

$400.00
Tab 29
Operation and Maintenance Expenditures
April 2019
For Board Approval
Mirabay Club

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2019 through April 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $73,507.04

Approval of Expenditures:

__________________________________
____ Chairperson

____ Vice Chairperson

____ Assistant Secretary
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<td>Florida Department of Revenue</td>
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## Mirabay at Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

#### April 1, 2019 Through April 30, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tr>
<td>Houston Management Systems Inc</td>
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<td>MB1903</td>
<td>Tennis Court Reservation Sys 04/19-06/19</td>
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<td>JJ Taylor Distributing Florida, Inc.</td>
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<td>Phenomenal Exercise Equipment Repair Serv Inc</td>
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<td>MB2749506</td>
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<td>Phenomenal Exercise Equipment Repair Serv Inc</td>
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<td>MB237844</td>
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</table>
## Mirabay at Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

April 1, 2019 Through April 30, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<td>Staples Advantage</td>
<td>004043</td>
<td>MB8053643383</td>
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<td>Staples Advantage</td>
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<td>MB8053719613</td>
<td>Supplies 03/19</td>
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<td>Sysco-West Coast Florida</td>
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<td>MB237435410</td>
<td>Food, Beverage &amp; Supplies 03/19</td>
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<td>MB237450377</td>
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<td>Tampa Bounce, LLC</td>
<td>004051</td>
<td>MBMIR32019</td>
<td>Bounce House Rental 04/19</td>
<td>$ 285.00</td>
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<tr>
<td>Victoria's School of Dance LLC</td>
<td>004059</td>
<td>MBMIR042019</td>
<td>Dance Classes 04/19</td>
<td>$ 1,521.00</td>
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<tr>
<td>WTS International, Inc.</td>
<td>004060</td>
<td>IN000088876</td>
<td>Background Check 03/19</td>
<td>$ 55.00</td>
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<td>WTS International, Inc.</td>
<td>ACHWTSEBR40119</td>
<td>RC000052677</td>
<td>Health Insurance 04/19</td>
<td>$ 3,975.00</td>
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</table>
## Mirabay at Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2019 Through April 30, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tr>
<td>WTS International, Inc.</td>
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<td>Payroll PPE 04/13/19</td>
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</table>

**Report Total**

$73,507.04
Tab 30
Operation and Maintenance Expenditures
April 2019
For Board Approval
Evergreen

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2019 through April 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $1,300.00

Approval of Expenditures:

______________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
## Evergreen at Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2019 Through April 30, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tr>
<td>Scott E Jones</td>
<td>000145</td>
<td>03/19 Jones</td>
<td>Off Duty Evergreen 03/19</td>
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<tr>
<td>Kevin D Withey</td>
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<td>03/19 Withey</td>
<td>Off Duty Evergreen 03/19</td>
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<td>Hillsborough County Sheriff's Office</td>
<td>000149</td>
<td>35955</td>
<td>Admin/Boat Fees 03/19</td>
<td>$ 580.00</td>
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</table>

**Report Total**  

$ 1,300.00
Tab 31
April 24, 2019

RIZZETTA & COMPANY, INC.
Harbor Bay, Seawall Operating Account
Attn: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Seawall Operating Account, Master Project Interim Repairs
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District’s Seawall Operating Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS**

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
<th>PAYEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 147</td>
<td>Steven &amp; Pamela Whetzel – Upland</td>
<td>$15,825.00</td>
</tr>
<tr>
<td>MP 148</td>
<td>Daniel &amp; Elizabeth Winegrad - Upland</td>
<td>$22,895.00</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: April 18, 2019
PAYEE: Steven & Pamela Whetzel
ADDRESS: 5614 Skimmer Drive
          Apollo Beach, FL 33572

REQUISITION NO. MP 147
AMOUNT DUE: $15,825.00
FUND: Seawall Operating Account

DESCRIPTION: 04/01/19 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $15,825.00

Project Name: Harbor Bay CDD Upland Claim

Date: April 1, 2019

Payable To: Steven Whetzel and Pamela Whetzel

Address: 5614 Skimmer Drive, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 5614 Skimmer Drive, Apollo Beach, FL 33572

Manager Approval: [Signature] 4/24/19
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: April 18, 2019
PAYEE: Daniel & Elizabeth Winegrad
ADDRESS: 5616 Skimmer Drive
      Apollo Beach, FL 33572

REQUISITION NO. MP 148
AMOUNT DUE: $22,895.00
FUND: Seawall Operating Account

DESCRIPTION: 04/05/19 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 4/24/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY:
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $22,895.00

Project Name: Harbor Bay CDD Upland Claim

Date: April 5, 2019

Payable To: Daniel Winegrad and Elizabeth Winegrad

Address: 5616 Skimmer Drive, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 5616 Skimmer Drive, Apollo Beach, FL 33572

Manager Approval: [Signature] 4/29/19
April 24, 2019

RIZZETTA & COMPANY, INC.
Harbor Bay, Seawall Operating Account
Attn: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Seawall Operating Account, Master Project Interim Repairs
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District’s Seawall Operating Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) ASfollows:

A) MILLS PASKERT VIA UPS
B) ALL OTHERS VIA USPS

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
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<th>AMOUNT</th>
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<td>MP 149</td>
<td>Burby Engineering</td>
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<tr>
<td>MP 150</td>
<td>Cardno, Inc.</td>
<td>$8,155.45</td>
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<tr>
<td>MP 151</td>
<td>Mills Paskert Divers</td>
<td>$5,014.75</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT - SEAWALL REPAIR PROJECT

DATE: April 18, 2019
PAYEE: Burby Engineering
ADDRESS: 3010 West Azeele Street
          Suite 150
          Tampa, FL 33609

REQUISITION NO. MP 149
AMOUNT DUE: $3,063.54
FUND: Seawall Operating Account

DESCRIPTION: Invoice # 1477 for Project E17-057 for Engineering Services

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred
by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account
and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection
with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each
represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District
notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the
moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously
with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on
account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this
requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition
are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered
with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT

BY: [Signature] 4/18/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall
Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and
specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
<table>
<thead>
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<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<td>225.00</td>
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<td>4.25</td>
<td>Senior Engineer I: Whetzel and Winegrad Claims: Site visits (includes portal-to-portal travel and post-processing data). (2/26)</td>
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<td>Senior Engineer I: Whetzel and Winegrad Claims: Coordination with mason and paver contractors. (2/26, 2/27, 3/4, 3/5)</td>
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<td>Principal Engineer: Whetzel and Winegrad Claims: Meeting with Senior Engineer to discuss findings from site observations. (3/4)</td>
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<td>Senior Engineer I: Winegrad Claim: Coordination with Counsel and Helicon regarding backfill behind seawall. (3/11, 3/12, 3/13)</td>
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<td>0.5</td>
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<tr>
<td>0.75</td>
<td>Senior Engineer I: White Claim: Coordination with Helicon and mason contractors. (3/19, 3/20)</td>
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<td>168.75</td>
</tr>
<tr>
<td>2.5</td>
<td>Senior Engineer I: White Claim: Site visit (includes portal-to-portal travel and post-processing data). (3/19)</td>
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<tr>
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<td>Mileage: White Claim: 50 miles round trip x 0.60. (3/19)</td>
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<td>30.00</td>
</tr>
<tr>
<td>1.75</td>
<td>Administrative: General administrative assistance. Project coordination and scheduling. Administrative, file handling and processing. (2/8, 2/11, 2/27, 3/1, 3/5, 3/11, 3/13)</td>
<td>65.00</td>
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<td>Tolls: Whetzel and Winegrad Claims: (2/26)</td>
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<td>4.27</td>
</tr>
<tr>
<td>1</td>
<td>Tolls: White Claim: (3/19)</td>
<td>4.27</td>
<td>4.27</td>
</tr>
</tbody>
</table>

Total $3,063.54

Payments / Retainer $0.00

Balance Due $3,063.54

Thank you for your business. Call if you have questions.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT - SEAWALL REPAIR PROJECT

DATE: April 18, 2019
PAYEE: Cardno, Inc.
ADDRESS: P.O. Box 123400
          Dallas, TX 75312-3400
REQUISITION NO. MP 150
AMOUNT DUE: $8,155.45
FUND: Seawall Operating

DESCRIPTION: Invoice #’s 515412 and 515413 for Professional Services through 03/22/19

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
BY: [Signature] 4/2/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature] 4/2/19
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER
Harbor Bay CDD  
12750 Citrus Park Lane  
Suite 115  
Tampa FL 33625  
Attention: Joe Roethke

<table>
<thead>
<tr>
<th>For Professional Services Rendered through: 3/22/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>S a l a r i e s</strong></td>
</tr>
<tr>
<td>Rate Schedule Labor</td>
</tr>
<tr>
<td>1,852.50</td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
</tr>
<tr>
<td>1,852.50</td>
</tr>
<tr>
<td><strong>Current Invoice</strong></td>
</tr>
<tr>
<td>1,852.50</td>
</tr>
<tr>
<td><strong>Total this Invoice</strong></td>
</tr>
<tr>
<td>1,852.50</td>
</tr>
<tr>
<td><strong>Amount Due This Invoice</strong></td>
</tr>
<tr>
<td>1,852.50</td>
</tr>
</tbody>
</table>
### Phase: CONST -- Construction Services

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engineer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gamache, Christopher</td>
<td>3/22/2019</td>
<td>1.00</td>
<td>165.00</td>
<td>165.00</td>
</tr>
<tr>
<td>Howell, Thomas</td>
<td>3/12/2019</td>
<td>7.00</td>
<td>120.00</td>
<td>840.00</td>
</tr>
<tr>
<td>Howell, Thomas</td>
<td>3/13/2019</td>
<td>6.50</td>
<td>120.00</td>
<td>780.00</td>
</tr>
<tr>
<td>Cap Rotation Measurement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seawall Rotation Measurements</td>
<td></td>
<td>6.50</td>
<td>120.00</td>
<td>780.00</td>
</tr>
</tbody>
</table>

**Total: Engineer**

<table>
<thead>
<tr>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.50</td>
<td>1,620.00</td>
</tr>
<tr>
<td><strong>Total Phase: Engineer</strong></td>
<td><strong>1,785.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woodcock, Gregory J.</td>
<td>3/4/2019</td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
</tr>
</tbody>
</table>

**Project Manager**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Send Bond back to Kelly Brothers</td>
<td></td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
</tr>
</tbody>
</table>

**Total Project: 0002380102 -- WTR Harbor Bay CDD**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>1,852.50</td>
</tr>
<tr>
<td>Expense</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total Project: 0002380102 -- WTR Harbor Bay CDD**

1,852.50
Harbor Bay CDD
12750 Citrus Park Lane
Suite 115
Tampa FL 33625
Attention: Joe Roethke

Invoice # : 515413
Project : 0002380102
Project Name : WTR Harbor Bay CDD
Invoice Group : 2
Invoice Date : 3/25/2019

For Professional Services Rendered through: 3/22/2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
</tr>
<tr>
<td>Rate Schedule Labor</td>
<td>6,217.50</td>
</tr>
<tr>
<td>Total Salaries</td>
<td>6,217.50</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
</tr>
<tr>
<td>Regular Expenses</td>
<td>85.45</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>85.45</td>
</tr>
<tr>
<td>Current Invoice</td>
<td>6,302.95</td>
</tr>
</tbody>
</table>

Total this Invoice 6,302.95
Amount Due This Invoice 6,302.95
## Rate Schedule Labor

**Class / Employee Name**

### Designer

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farahbakhsh, Pooya</td>
<td>3/8/2019</td>
<td>4.00</td>
<td>80.00</td>
<td>320.00</td>
</tr>
<tr>
<td></td>
<td>3/11/2019</td>
<td>1.00</td>
<td>80.00</td>
<td>80.00</td>
</tr>
<tr>
<td></td>
<td>3/18/2019</td>
<td>5.00</td>
<td>80.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>

- Reviewing previous measurements, inspections for next week.
- Inspection notes.
- Data entry for the cap rotation measurements.

### Engineer

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gamache, Christopher</td>
<td>3/15/2019</td>
<td>2.00</td>
<td>165.00</td>
<td>330.00</td>
</tr>
<tr>
<td>Regan, Michael P.</td>
<td>2/25/2019</td>
<td>5.00</td>
<td>85.00</td>
<td>425.00</td>
</tr>
<tr>
<td></td>
<td>2/26/2019</td>
<td>3.00</td>
<td>85.00</td>
<td>255.00</td>
</tr>
<tr>
<td></td>
<td>2/27/2019</td>
<td>8.00</td>
<td>85.00</td>
<td>680.00</td>
</tr>
<tr>
<td></td>
<td>3/18/2019</td>
<td>5.00</td>
<td>85.00</td>
<td>425.00</td>
</tr>
</tbody>
</table>

- Coordinate additional emergency repairs and prepare weekly seawall memo.
- Seawall repair rebar inspection and site visit.
- Seawall repair rebar inspection and site visit.
- Pour watch and observe anchor and tieback testing.
- Rebar inspection and pour watch.
- Anchor and tieback as-built drafting.
- Drafting, checking as-built for anchors and tiebacks on section along Sea Turtle Place.
- General site visit for seawall repair.
- Retaining wall inspection and site visit.
- Retaining wall inspection and site visit.
- Upland survey and construction site visit.

### Project Manager

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woodcock, Gregory J.</td>
<td>3/12/2019</td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
</tr>
</tbody>
</table>

- Coordinate with Chris regarding call from Mike Weng regarding seawall construction and review.

### Total: Engineer

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total:</td>
<td>5,350.00</td>
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</table>

### Rate Schedule Labor

**Vendor Name**

<table>
<thead>
<tr>
<th>Doc Nbr</th>
<th>Date</th>
<th>Cost</th>
<th>Multiplier</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>199359</td>
<td>1/14/2019</td>
<td>19.27</td>
<td>1.00</td>
<td>19.27</td>
</tr>
<tr>
<td>199359</td>
<td>3/12/2019</td>
<td>29.34</td>
<td>1.00</td>
<td>29.34</td>
</tr>
</tbody>
</table>
### Regular Expenses

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Doc Nbr</th>
<th>Date</th>
<th>Cost</th>
<th>Multiplier</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunch; Publix</td>
<td>199359</td>
<td>3/13/2019</td>
<td>36.84</td>
<td>1.00</td>
<td>36.84</td>
</tr>
<tr>
<td>Lunch; Chipotle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>85.45</td>
</tr>
</tbody>
</table>

**MEALS**

**Total Phase:** INSP -- Inspection

<table>
<thead>
<tr>
<th>Labor</th>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,217.50</td>
<td>85.45</td>
<td>6,302.95</td>
</tr>
</tbody>
</table>

**Total Project:** 0002380102 -- WTR Harbor Bay CDD

6,302.95
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: April 18, 2019
PAYEE: Mills Paskert Divers
ADDRESS: 100 N. Tampa Street
Suite 3700
Tampa, FL 33602

REQUISITION NO. MP 151
AMOUNT DUE: $5,014.75
FUND: Seawall Operating Account

DESCRIPTION: Invoice #’s 44358, 44359, and 44360 for Resident Litigation – Services through 03/31/19

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract, and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
April 3, 2019

Harbor Bay Community Development District
Attn: Mr. Joseph Roethke, District Manager
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

Re: Monthly Invoice – Services rendered through March 31, 2019

Dear Joe:

Enclosed are our firm’s invoices for services rendered and costs incurred through March 31, 2019 in the following matters:

<table>
<thead>
<tr>
<th>Matter Name</th>
<th>Harbor Bay Community Development District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matter No.</td>
<td>117210</td>
</tr>
<tr>
<td>This Month’s Charges</td>
<td>$4,739.75</td>
</tr>
<tr>
<td>Total Currently Due as of the Date of this Letter (Note: These charges include past due amounts, if applicable. If you have previously paid the past due amounts, only the amount of this month’s charges are due. Please check your records prior to submitting payment in order to avoid duplicate payments.)</td>
<td>$4,739.75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Matter Name</th>
<th>Harbor Bay Community Development District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matter No.</td>
<td>119012</td>
</tr>
<tr>
<td>This Month’s Charges</td>
<td>$125.00</td>
</tr>
<tr>
<td>Total Currently Due as of the Date of this Letter (Note: These charges include past due amounts, if applicable. If you have previously paid the past due amounts, only the amount of this month’s charges are due. Please check your records prior to submitting payment in order to avoid duplicate payments.)</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
I trust that you will find the invoice in order and would appreciate your making arrangements to pay the invoice at your earliest convenience. If you have any questions, please do not hesitate to call me.

Best regards,

MILLS PASKERT DIVERS

s/ Ty G. Thompson

Ty G. Thompson, Esq.

Enclosure

<table>
<thead>
<tr>
<th>Matter Name</th>
<th>Harbor Bay Community Development District-Winegrad Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matter No.</td>
<td>119013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>This Month’s Charges</th>
<th>Total Currently Due as of the Date of this Letter (Note: These charges include past due amounts, if applicable. If you have previously paid the past due amounts, only the amount of this month’s charges are due. Please check your records prior to submitting payment in order to avoid duplicate payments.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Harbor Bay Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625
Attention: Mr. Joseph Roethke, District Manager

Re: Harbor Bay Community Development District

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/04/19</td>
<td>MGD</td>
<td>(Lane / Rushlow) prepare and send e-mail to Mr. Roethke regarding language for denial of claim as well as position in privileged status of Cardno Reports.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/07/19</td>
<td>MGD</td>
<td>Phone call with Mike Eckert regarding encroachment issue and overlap with upland claims, review easement construction guidelines and homeowners' submissions and approvals, and begin preparation of encroachment agreement.</td>
<td>0.90</td>
<td>225.00</td>
</tr>
<tr>
<td>03/08/19</td>
<td>MGD</td>
<td>Continue preparation of encroachment agreement and release.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>Phone call with Mr. Roethke regarding need for board approval on encroachment agreement.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>Finish preparation of draft encroachment agreement.</td>
<td>0.80</td>
<td>200.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>(Winegrad) Receipt and review of Mr. Gamache's response regarding landscaping issues.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>(Winegrad) Receipt, review and response to follow up e-mails (2x) from Burby regarding proposal</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>(White) Receipt and review of Cardno memo, compare with intake form, and prepare and send e-mail to Mr. Gamache with follow up questions.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>(Winegrad) Prepare and send e-mail to Kevin Bott (Burby) regarding feasibility of Ramjack proposal.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>(Winegrad) Receipt and review of Burby estimate and compare with intake form and Cardno memo to ensure all issues covered, prepare MPD claim memo regarding same and to prepare for meeting.</td>
<td>0.70</td>
<td>175.00</td>
</tr>
<tr>
<td>Date</td>
<td>Time</td>
<td>Description</td>
<td>Duration</td>
<td>Rate</td>
</tr>
<tr>
<td>------------</td>
<td>------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>(Winegrad) Prepare and send e-mail to Cardno regarding additional investigation.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>Receipt and review of Burby estimates and compare with intake form and Cardno report to confirm all issues addressed and prepare MPD claim memo to prepare for board meeting and discussion of claim.</td>
<td>1.00</td>
<td>250.00</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>Phone call with Burby regarding Winegrad and Whetzel inspections.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>03/12/19</td>
<td>MGD</td>
<td>(White) Receipt and review of follow up e-mail from Gamache regarding additional issues raised by property owner, prepare and send e-mail to Burby regarding same, and update claim spreadsheet.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>03/12/19</td>
<td>MGD</td>
<td>Supplement proposed encroachment agreement with additional provisions limiting CDD’s liability for upland improvements, adding attorneys’ fees provision, and ensuring CDD maintains perpetual access and use of the easement.</td>
<td>1.20</td>
<td>300.00</td>
</tr>
<tr>
<td>03/12/19</td>
<td>MGD</td>
<td>Prepare and send briefing memo to Mr. Thompson identifying key portions of proposed encroachment agreement explaining rational and intent of same.</td>
<td>0.40</td>
<td>100.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>MGD</td>
<td>(Winegrad) Receipt and review of additional information from Burby regarding Ramjack proposal and update claim memo to account for this information plus fill proposal.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Gamache regarding encroachment agreement and costs to analyze future proposals.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>MGD</td>
<td>Phone call with Paul Curley regarding encroachment agreement and March claims.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>MGD</td>
<td>Prepare easement encroachment request protocol and prepare and send e-mail to Mr. Curley explaining features of same.</td>
<td>1.20</td>
<td>300.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>MGD</td>
<td>(Winegrad) Receipt, review and response to Burby’s follow up e-mail regarding Ramjack proposal and issues with same.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Curley describing encroachment agreement.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>MGD</td>
<td>Supplement draft requirements with additional language regarding maintenance obligations and adding additional indemnity language.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>03/13/19</td>
<td>TGT</td>
<td>Analyzed and revised encroachment agreement.</td>
<td>1.00</td>
<td>300.00</td>
</tr>
<tr>
<td>03/14/19</td>
<td>MGD</td>
<td>Receipt and review of e-mail from Mr. Curley regarding encroachment request process, finalize process form, and prepare and send e-mail to Mr. Curley and Mr. Roethke regarding same.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>03/14/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to all board members briefing them on the Whetzel and Winegrad claims as well as the encroachment agreement and process.</td>
<td>1.20</td>
<td>300.00</td>
</tr>
<tr>
<td>03/15/19</td>
<td>MGD</td>
<td>Phone call with Mr. Maurer regarding March claims and encroachment agreement.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>Date</td>
<td>Code</td>
<td>Description</td>
<td>Hours</td>
<td>Rate</td>
</tr>
<tr>
<td>------------</td>
<td>------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>03/16/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Dobish' e-mail regarding easement encroachment.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Lockom's e-mail with follow up questions on Whetzel and Winegrad for the March meeting.</td>
<td>0.40</td>
<td>100.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>MGD</td>
<td>Phone call with Mr. Curley regarding encroachment agreement.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>MGD</td>
<td>(Nargi) Receipt and review of Mr. Nargi's claims documents and review for completeness, review insurance policy for coverage, update claims spreadsheet and e-mail engineer regarding inspection.</td>
<td>0.70</td>
<td>175.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>MGD</td>
<td>Phone call with Mr. Dobish regarding easement encroachment request.</td>
<td>0.60</td>
<td>150.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Lockom's questions about the easement encroachment process.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>MGD</td>
<td>Phone call with Mike Eckert regarding easement encroachment requests.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>MGD</td>
<td>Phone call with Mr. Levantry regarding upland claims and easement encroachment.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/18/19</td>
<td>TGT</td>
<td>Analyzed correspondence regarding easement encroachment issues.</td>
<td>0.20</td>
<td>60.00</td>
</tr>
<tr>
<td>03/20/19</td>
<td>TGT</td>
<td>Analyzed Mr. Eckert's email regarding Dobish request.</td>
<td>0.20</td>
<td>60.00</td>
</tr>
<tr>
<td>03/21/19</td>
<td>MGD</td>
<td>Review Whetzel, Winegrad and easement encroachment related documents to prepare for Board meeting and attend Board meeting (telephonically).</td>
<td>1.20</td>
<td>300.00</td>
</tr>
<tr>
<td>03/23/19</td>
<td>TGT</td>
<td>Planned for and attended BOS meeting; followed-up conference with Mr. Davis regarding same; plan.</td>
<td>0.80</td>
<td>240.00</td>
</tr>
<tr>
<td>03/23/19</td>
<td>TGT</td>
<td>Analyzed Mr. Roethke's follow-up email regarding meeting; encroachment template approvals and claim approvals.</td>
<td>0.20</td>
<td>60.00</td>
</tr>
<tr>
<td>03/25/19</td>
<td>MGD</td>
<td>Phone call with Chris Gamache regarding summary procedure for small claims.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>03/25/19</td>
<td>MGD</td>
<td>Receipt, review and response to Joe Roethke's e-mail regarding responsibilities following March meeting.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/25/19</td>
<td>MGD</td>
<td>Phone call with Ms. Sandy regarding encroachment issue.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
</tbody>
</table>

Total Professional Services: 18.40 $4,720.00

**TIMEKEEPER SUMMARY**

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TGT</td>
<td>Ty G Thompson</td>
<td>2.40</td>
<td>$300.00</td>
<td>$720.00</td>
</tr>
<tr>
<td>MGD</td>
<td>Matthew G Davis</td>
<td>16.00</td>
<td>$250.00</td>
<td>$4,000.00</td>
</tr>
</tbody>
</table>
### DISBURSEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/15/19</td>
<td>Photocopies (13 @ 0.25)</td>
<td>3.25</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (4 @ 0.25)</td>
<td>1.00</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (25 @ 0.25)</td>
<td>6.25</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (9 @ 0.25)</td>
<td>2.25</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (2 @ 0.25)</td>
<td>0.50</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (3 @ 0.25)</td>
<td>0.75</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (11 @ 0.25)</td>
<td>2.75</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (1 @ 0.25)</td>
<td>0.25</td>
</tr>
<tr>
<td>03/15/19</td>
<td>Photocopies (11 @ 0.25)</td>
<td>2.75</td>
</tr>
</tbody>
</table>

**Total Disbursements:** $19.75
## Totals for This Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$4,720.00</td>
</tr>
<tr>
<td>Disbursements</td>
<td>$19.75</td>
</tr>
<tr>
<td><strong>TOTAL THIS INVOICE</strong></td>
<td><strong>$4,739.75</strong></td>
</tr>
</tbody>
</table>

Payment is Due Within 30 Days of This Invoice Date
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Harbor Bay Community Development District Board of Supervisors
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625
Attention: Mr. Joseph Roethke, District Manager

Re: HBCDD - Whetzel Claim

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/25/19</td>
<td>MGD</td>
<td>Review property records and prepare settlement agreement and transmittal language.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
</tbody>
</table>

**TIMEKEEPER SUMMARY**

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MGD</td>
<td>Partner</td>
<td>0.50</td>
<td>$250.00</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
# Totals for This Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$125.00</td>
</tr>
<tr>
<td><strong>Total This Invoice</strong></td>
<td><strong>$125.00</strong></td>
</tr>
<tr>
<td><strong>Total Due To Date</strong></td>
<td><strong>$125.00</strong></td>
</tr>
</tbody>
</table>

Payment is Due Within 30 Days of This Invoice Date
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Harbor Bay Community Development District Board of Supervisors
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625
Attention: Mr. Joseph Roethke, District Manager

April 2, 2019
Invoice #: 44360
Tax ID: 74-3029197
Page: 1
TGT / 119013

Re: HBCDD - Winegrad Claim

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/11/19</td>
<td>MGD</td>
<td>(Winegrad) Receipt and review of e-mail from Cardno with answer to question regarding causation and prepare and send e-mail to Burby regarding proposed solution.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>03/25/19</td>
<td>MGD</td>
<td>Review property records, prepare settlement agreement and send to Mr. Roethke with transmittal language.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
</tbody>
</table>

Total Professional Services: 0.60 $150.00

TIMEKEEPER SUMMARY

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MGD</td>
<td>Matthew G Davis</td>
<td>0.60</td>
<td>$250.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fees for Professional Services</td>
<td>$150.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL THIS INVOICE</td>
<td>$150.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL DUE TO DATE</td>
<td>$150.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payment is Due Within 30 Days of This Invoice Date
Tab 32
MONTHLY SUMMARY REPORT

May, 2019
Submitted by:
Ashley Adkins, Club Manager
Holly Faldetta, Activities Director
Jen Ashley, Café Manager
Amy Gallogy, Corporate Operations Direction
FACILITY USAGE
(Also includes Admiral Pointe)

APRIL 2019

- Fitness Center: 23%
- Resort Pool: 48%
- Lagoon Room: 0%
- Outfitters: 3%
- Dockers, Playground & Volley Court: 6%
- Lounge, Café & Promenade: 5%
- Pickleball: 0%
- Basketball: 9%
- Tennis: 3%
- Admiral Pointe: 0%
### MARCH FINANCIALS

#### KEY STATISTICS

<table>
<thead>
<tr>
<th>AREA</th>
<th>ACTUAL</th>
<th>BUDGET</th>
<th>VARIANCE</th>
<th>ACTUAL YTD</th>
<th>BUDGET YTD</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$46,247</td>
<td>$34,507</td>
<td>$11,740</td>
<td>$184,129</td>
<td>$207,038</td>
<td>$(22,907)</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>$8,053</td>
<td>$5,833</td>
<td>$(2,220)</td>
<td>$35,545</td>
<td>$34,994</td>
<td>$(551)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>$47,062</td>
<td>$58,976</td>
<td>$11,913</td>
<td>$298,775</td>
<td>$353,848</td>
<td>$55,072</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>$12,227</td>
<td>$14,013</td>
<td>$1,787</td>
<td>$77,568</td>
<td>$84,088</td>
<td>$6,519</td>
</tr>
<tr>
<td>Excess of Revenues Over</td>
<td>$(21,095)</td>
<td>$(44,315)</td>
<td>$23,220</td>
<td>$(227,759)</td>
<td>$(265,892)</td>
<td>$38,133</td>
</tr>
</tbody>
</table>

#### GALLEY CAFÉ MARCH FINANCIAL BREAKDOWN

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Month Actual</th>
<th>Month Budget</th>
<th>Month Var</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Sales</td>
<td>11,565</td>
<td>5,199</td>
<td>6,366</td>
<td>31,036</td>
<td>31,191</td>
<td>(155)</td>
</tr>
<tr>
<td>Beverage Sales (Alcohol)</td>
<td>9,311</td>
<td>4,198</td>
<td>(5,113)</td>
<td>28,057</td>
<td>25,191</td>
<td>2,866</td>
</tr>
<tr>
<td>Beverage Sales (Non-Alcoholic)</td>
<td>1,161</td>
<td>617</td>
<td>544</td>
<td>1,889</td>
<td>1,665</td>
<td>(223)</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>4,797</td>
<td>3,639</td>
<td>(1,158)</td>
<td>20,700</td>
<td>21,834</td>
<td>1,134</td>
</tr>
<tr>
<td>Beverage (Alcohol)</td>
<td>3,126</td>
<td>1,890</td>
<td>(1,236)</td>
<td>12,641</td>
<td>11,337</td>
<td>(1,304)</td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>130</td>
<td>278</td>
<td>148</td>
<td>1,889</td>
<td>1,665</td>
<td>(223)</td>
</tr>
<tr>
<td>Profit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>6,768</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beverage (Alcohol)</td>
<td>6,185</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>1,031</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Profit</td>
<td></td>
<td></td>
<td></td>
<td>13,984</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
% of Sales by Category

- HH Draft: 38%
- Draft: 2%
- HH Wine: 9%
- Smoothies: 12%
- Non-Alcoholic: 5%
- Wine: 3%
- Liquor: 2%
- Bottle Beer: 2%

Top Sellers

- Bottle Beer: $3,062.75
- Liquor: $2,377.50
- Wine: $958.00
- Non-Alcoholic: $702.50
% of Sales by Category

- Sandwich/Wrap/Salad: 45%
- Kids Meal: 13%
- Ice Cream: 11%
- Flatbread: 9%
- Quesadilla: 6%
- Pizza: 4%
- Appetizer: 4%
- Snacks: 2%
- Build A Burger: 1%
- FF/TT: 5%

Top Sellers

- Sandwich/Wrap/Salad: $3,712.83
- Kids Meal: $1,092.88
- Ice Cream: $919.38
- Flatbread: $692.39
- Quesadilla: $457.00
- FF/TT: $444.05
# PROGRAM & EVENTS – APRIL RECAP

<table>
<thead>
<tr>
<th>PROGRAMS &amp; EVENTS</th>
<th>REGISTRATION #’S 2018</th>
<th>REGISTRATION #’S 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afterschool Program</td>
<td>128</td>
<td>118</td>
</tr>
<tr>
<td>Fitness Buddies</td>
<td>276</td>
<td>92</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>60</td>
<td>57</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>16</td>
<td>27</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>N/A</td>
<td>80+</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>Thirsty Thursdays</td>
<td>N/A</td>
<td>50</td>
</tr>
<tr>
<td>First Friday</td>
<td>55</td>
<td>50</td>
</tr>
<tr>
<td>Adult Sip ‘N Swim</td>
<td>N/A</td>
<td>35</td>
</tr>
<tr>
<td>Pet Treat Hunt</td>
<td>18</td>
<td>22</td>
</tr>
<tr>
<td>Eggstravaganza</td>
<td>100</td>
<td>200+</td>
</tr>
<tr>
<td>Bunny Brunch</td>
<td>84</td>
<td>99</td>
</tr>
<tr>
<td>Spring Rummage Sale</td>
<td>23</td>
<td>19</td>
</tr>
<tr>
<td>MiraBay Market</td>
<td>45 vendors</td>
<td>55 vendors</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>25</td>
<td>N/A</td>
</tr>
<tr>
<td>Tween Scene</td>
<td>N/A</td>
<td>10</td>
</tr>
</tbody>
</table>
APRIL PROGRAM HIGHLIGHT:
Pet Treat Hunt

We held a special treat hunt for our four-legged MiraBay friends! Pups big and small gathered on the front lawn to search for gourmet treats and milk bones, we even had carrots as a healthy option! All dogs behaved wonderfully, a few even got a picture with the Easter Bunny!

EASTER DOG TREAT HUNT!

Friday, April 19th
11AM

Safety Rules:
1. All dogs must be well controlled on no longer than a 6 ft. leash
2. Dogs must be up to date on all shot records
3. Don’t start before we give the Go!
4. Keep a 10 ft. distance between dogs while seeking treats to avoid a possible conflict
5. Dress casually. Pets in costume are welcome!
6. Pick up after your dogs
Location: Front Lawn

* A release form will have to be signed to participate
Call Reception to sign up (813) 549-1500 *21
### UPCOMING PROGRAMS & EVENTS FOR MAY

<table>
<thead>
<tr>
<th>UPCOMING PROGRAMS &amp; EVENTS</th>
<th>DATE(S)</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Buddies</td>
<td>Monday-Friday</td>
<td>9am-12pm</td>
</tr>
<tr>
<td>Afterschool</td>
<td>Monday-Friday</td>
<td>2:30-6:30pm</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>Every Tuesday &amp; Wednesday</td>
<td>Afternoons</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>Every Tuesday</td>
<td>5pm</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>Every Wednesday</td>
<td>Evenings</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>Every Friday</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Thirsty Thursday</td>
<td>May 2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>5-8pm</td>
</tr>
<tr>
<td>First Friday</td>
<td>May 3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Boat Safety Fun Day</td>
<td>May 5&lt;sup&gt;th&lt;/sup&gt;</td>
<td>10am-12pm</td>
</tr>
<tr>
<td>Cinco De Mayo Poolside Fiesta</td>
<td>May 5&lt;sup&gt;th&lt;/sup&gt;</td>
<td>12-3pm</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>May 10&lt;sup&gt;th&lt;/sup&gt;</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Adult Sip n Swim</td>
<td>May 18&lt;sup&gt;th&lt;/sup&gt;</td>
<td>7:30-10pm</td>
</tr>
<tr>
<td>Parent’s Night Out</td>
<td>May 24&lt;sup&gt;th&lt;/sup&gt;</td>
<td>6-10pm</td>
</tr>
<tr>
<td>Spring Recital</td>
<td>May 19&lt;sup&gt;th&lt;/sup&gt;</td>
<td>3pm</td>
</tr>
<tr>
<td>Tween Scene</td>
<td>May 26&lt;sup&gt;th&lt;/sup&gt;</td>
<td>3-5pm</td>
</tr>
</tbody>
</table>
WTS PROJECTS:

WTS corporate, management and staff have been working closely with board liaison, Mr. Lockom on our operations here at the MiraBay Club. We have made several strides in certain areas and will continue to build better lifestyles through our services.

Galley Café:
Over the past several months, we have implemented new processes and tightened controls creating success and better margins in the Cafe. Our average food cost YTD is 66.7% of sales, our average alcohol cost is 45% of sales and our average non-alcohol beverage cost is 62% of sales.

Group X:
Many internal changes made ranging from relocating employees in payroll departments to correcting point of sale coding. With those changes plus new participation policies, Group X turned profit in January, February and March.

Personal Training and Tennis:
Working internally on billing and with Rizzetta on keeping track of pre-paid sales to allow for more accurate financial statements month to month.

Amenity Handbook: Made changes and updated changes requested by supervisors and sent to counsel for modification.

Upcoming Projects: Taking items that were removed from the Handbook and updating them on the district’s website.
Tab 33
April 2019

Club Director Report

MIRABAY
MICHAEL RODRIGUEZ
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: May 16, 2019

RE: April 2019 Club Director Report

Administrative & Operational Points of Interest:
• Air conditioning - Unit #6 has been replaced, other issues are being actively addressed
• Wolf Creek Park Shades - Proposals have been requested and are being reviewed for Wolf Creek Park shades
• Grill signs – 2nd sign is on order
• Purchased new printer for office
• Purchasing new refrigerator and freezer for café
• Purchasing new water fountain for tennis courts
• Gate slide is in fabrication, expected date of install is 6/1/19.
• The FMX software management system for digital maintenance tracking agreement has been signed; kick-off meeting and team training to be held in May
• Vendors we are working with for improvements:
  o Fire rescue to discuss emergency access issues
  o Envera to discuss access issues and proper procedures
  o Lee T Kim and Jody for landscaping
  o Backflow vendor for compliance purposes
  o CFC for fire inspections compliance
  o Premier Technologies for IT
  o HCSO for trespassing, other issues and updates

Basketball/Tennis Courts/Parks: Vandalism calls - 0
• Tennis Court bottom bars has been installed
• A new type of hinge was put on the courts to prevent vandalism and trespassing
• A root has been discovered that may affect the court. We are working with LTK on a solution

Team Current Projects:
• Admiral Pointe - Truncated Dome Tactile Strip
• Barnacle scrapping
• Equipment - Freezer
• Flooring - Dockers Kid's Floor
• Flooring - Sauna
• Flooring - Office / Stairwell
• Flooring - Yoga Room
• Grounds - Power washing
• Grounds - Sidewalk repairs
• Lighting - Bridge
• Lighting - Walkways
• Lighting - Wall lights
• Painting - Parking lot / curb
• Painting - Dock Lights
• Paving - Landscape
• Playground equipment
• Pool Furniture Wax
• Shade Sales
• Tennis Court Fence
• Tiki Tables & Grills install

Vessels:
• 2018 - 5 residences are still missing registrations
• 2019 renewals are still being processed and files updated.

VOIDS: 5 in the month of April

Maintenance Completed:
• All up-lights have been updated to the LED bulbs
• Latch on slide tower side panel
• Bridge lights are being replaced
• Dock water leak was repaired
• Fountain Cleaning was completed
• Worked with IT to locate equipment
• Worked with AC company and AC controls several times for the office and café AC
• Admirals lounge door handle was repaired
• Broken glass was removed several times from the pool
• The dumbwaiter was repaired several times
• Pot hole in street was blocked off, reported to the county and repaired
• Bathroom Repair: A leaking toilet in the ladies gym bathroom was repaired
• Tennis Court: The bottom bars has been installed
• Scanners at gates were cleaned
• Pressure washing continues at the club house
• Picnic table installation as completed and anti-theft device installed on each
• Pressure washer oil changed
• Staircase lights replaced
• Front curb painted yellow
• Parking lot blocks moved/secured
• Boat ramp barnacle scraping completed
• Boat safety signs secured
• Worked with CFC for fire inspections and issues with their panels. Quote to repair is pending
• Met with Cardo regarding the light house in the pool
• Met with Mark Weiss regarding the pool bathrooms
• Met with Handyman to review work needed in Wolf Creek Park Gazebo
• Continuous blowing of dirt and leaves off of the pool deck and parking areas
• Worked with Jody/LTK regarding landscaping
• Storm prep and cleanup around pool and clubhouse was performed several times
• Admiral Pointe curbs were repainted
• Boat launch lock was changes
• Men’s sauna was cleaned
• Fitness center women’s toilet valve was replaced
• Replaced basketball gate hinges with a new kind to help prevent climbing/breakage
• Met with Fire department regarding inspections
• Met with Hillsborough county inspector regarding new a/c, unit #6
• Yardmasters removed 3 small and 3 large trees
• Handyman repaired the gazebo
Tab 34
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW
OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): [ ] Dock OR [ ] Boat Lift OR [ ] Other (Specify here:__________________), at the following location:

617 Islebay Drive, Apollo Beach, FL 33572

Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.
B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jroethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the approval of the CDD. A fine may be imposed for any work started prior to approval.
I understand and agree as follows:

a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.

b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.

c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District’s sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

Property Owner Signature: [Signature]
Property Owner Name: Mark A. Clark Date: 11 March, 2019
Address: 617 Islebay Drive
City / State / Zip: Apollo Beach, FL 33572
Phone Number: 910-389-5345

Contractor Signature: [Signature]
Contractor Name: Land & Sea Masters Date: 11 March, 2019
Address: 905 Apollo Beach Blvd
City / State / Zip: Apollo Beach, FL 33572
Phone Number: 813-645-3625

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.
Exhibit 1

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
9428 Camden Field Parkway, Riverview, FL 33578
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Mark A. Clark

Owner(s) Name(s)

Lot Street Address 617 Islebay Drive

City, State and Zip Code Apollo Beach, FL 33572

Phone Number 910-389-5345

Lot Tax Folio Number

For Lifts being installed, please identify:

Contractor Name and License Number Joseph Vernella SCC 131157418

Contractor Phone Number 912 917 9924

(Attach Certificate of Insurance from Contractor)

Expected Start Date: Expected Completion Date:

This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

Owner Signature: Date: 11 March, 2019
Co-Owner Signature: Date:

For Office Use Only

APPROVED ___ DISAPPROVED ___

Explanation for Disapproval (if applicable):

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: __________________________

[ ] RECOMMEND DENIAL because _____________________________________

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on: _______________________________________

NOTE: If this is for a Personal Water Craft lift located on the canal wall, a separate agreement must be executed by the applicant.

[ ] DENIED because _______________________________________________
seawall and ran to outer lift pilings

Water & electric pulled through the

Vinyl Wrap

All pilings to have proper

Apollo Beach FL 33572

617 Isle Bay

Mark Clark
# Certificate of Liability Insurance

**Producer:** Plymouth Insurance Agency  
2730 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-8592

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

**Date:** 2/28/2017

**Insurers Affording Coverage**  
NAC 

| Insurer A | Lion Insurance Company | $1,000,000 |
| Insurer B |  |  |
| Insurer C |  |  |
| Insurer D |  |  |
| Insurer E |  |  |

## Coverages

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

### GENERAL LIABILITY

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy/Expiration Date (MM/DD/YY)</th>
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<td>Commercial General Liability</td>
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<th>Policy/Expiration Date (MM/DD/YY)</th>
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<td>WC 71849</td>
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### EXCESS/UMBRELLA LIABILITY

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<td>Bodily Injury (Any Person)</td>
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<td>Bodily Injury (Per Accident)</td>
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</tbody>
</table>

### Other

**Lion Insurance Company is A.M. Best Company rated A-** (Excellent), A.M. # 32516

**Description of Operations/Location/Activities/Exclusions added by Endorsement/Special Provisions:**  
Client ID: 91-69-379

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":  
Land & Sea Movers, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working for TL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by making a request to (727) 938-2130 or by calling (727) 938-8592.

**Project Name:**  
ISSUE 05-24-17 (TC), RISSUE 02-20-17 (PH)

**Certificate Holder:**  
TERRAFROCK APOLO BEACH, LLC  
295 MANSER HARBOR DRIVE  
APOLLO BEACH, FL 33572

**CANCELLATION:**  
Should any of the above disclosed parties for cancellation before the expiration date stated, the issuing insurer will endeavor to send 20 days written notice to the certificate holder named to the list, but failure to do so shall impose no obligations or liability against the insurer, its agents or representatives.

**Signature:**

[Signature]
CERTIFICATE OF LIABILITY INSURANCE

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 939-6582

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

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<tr>
<th>Insurers Affording Coverage</th>
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<td>Insurer B</td>
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<td>Insurer C</td>
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<td>Insurer D</td>
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<tr>
<td>Insurer E</td>
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</tr>
</tbody>
</table>

Coverages

The policies of insurance listed herein have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or any printed, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by prior claims.

### GENERAL LIABILITY

<table>
<thead>
<tr>
<th>Type of Insurance</th>
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<tr>
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<td>WC 71849</td>
<td>01/01/2017</td>
<td>01/01/2018</td>
</tr>
</tbody>
</table>

General aggregate limit applies per:
- Policy
- Person
- Occurrence
- Accident

### AUTOMOBILE LIABILITY

<table>
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<tr>
<th>Type of Insurance</th>
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<th>Policy Expiration Date (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
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</tr>
</tbody>
</table>

### Other

A. Workers' Compensation and Employers' Liability:

Any proprietary/exclusive office or member excluded? NO

If yes, describe under special provisions below.

Policy: WC 71849

Limit: $1,000,000

Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMR # 12516

Descriptions of Operations/Locations/Vehicles/Exclusions added by endorsement/Special Provisions:

- Client ID: 91-69-370
- Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Lion Insurance Company

### CANCELLATION

CERTIFICATE HOLDER: TERRA BROOK APOLLO BEACH, LLC
265 MANNING HARBOR DRIVE
APOLLO BEACH, FL 33572

Cancellation Date: 2/24/2017

[Signature]

END OF CERTIFICATE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW
OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): [ ] Dock OR [ ] Boat Lift OR [ ] Other (Specify here: ____________________________), at the following location:

5305 Fishersound Lane
Apollo Beach, FL 33667

Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.
B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrap of the piling.
C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
D. Recorded Dock Easement.

The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the Improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jroethke@rizetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

a) I have reviewed the Dock Plan and the rules and policies of the CDD.
b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.

c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District’s sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

Property Owner Signature: [Signature]
Property Owner Name: Robert Lynn Date: 4/2/19
Address: 5305 Fishersound Lane
City / State / Zip: Apollo Beach FL 33572
Phone Number: 203-988-2572

Contractor Signature: [Signature]
Contractor Name: Brian Hecker Date: 4/2/19
Address: 12619 US Hwy 41 S
City / State / Zip: Gibsonton FL 33534
Phone Number: 813-236-9366

[CONTINUED ON NEXT PAGE]
<table>
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<tr>
<th>RECOMMENDATION OF DISTRICT ENGINEER:</th>
</tr>
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<tbody>
<tr>
<td>[ ] RECOMMEND APPROVAL, contingent on: Recommended Approval</td>
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</table>

<table>
<thead>
<tr>
<th>CDD BOARD APPROVAL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] APPROVED, contingent on:</td>
</tr>
</tbody>
</table>

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

<table>
<thead>
<tr>
<th>[ ] DENIED because</th>
</tr>
</thead>
</table>
REQUEST FOR IMPROVEMENT
APPLICATION CHECK LIST

1) Brief description of work to be performed
   a) Lift
   b) Dock
   c) Dock Accessory
   d) Other

2) Full description of work to be performed including equipment to be installed
   a) Size
   b) Manufacturer

3) All applications must include all items required; A, B, C, & D as listed on Application

4) No work may begin prior to express written approval of the District.

5) All applications must signed by both Homeowner and Contractor and must include
   a) Street address
   b) Telephone number

6) All contractors must provide names of all persons and/or subcontractors and provide complete and
   up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and
   Longshoreman's maritime coverage for all workers and equipment either direct or subcontractors.

7) Drawings:
   a) All drawings must be complete.
   b) All measurements of pilings are to be shown center to center and dimensionally accurate.
   c) All drawings must show correct orientation.

8) All contracts requiring purchase of additional easement width must be completed prior to application
   being submitted. The CDD is NOT responsible for the Homeowner's failure to secure necessary
   real property rights.

9) Any application with incomplete information will be rejected.

10) Any work started with express written approval regardless of circumstances will be a violation of the
    CDD's rules and policies and any such unapproved structure will be subject to removal at owner's
    expense, together with any other rights and remedies available at law.
IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

All lots that are shown on the MiraBay Master Dock Plan (a copy of which is available for review from the District Manager) with a dock will be eligible for a dock, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

Harbor Bay CDD District Manager
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

The submittal to the District Manager is required to contain the following information:

a. Application must list business entity of contractor and be signed by contractor

b. Complete specifications for the mechanical lift

c. Spacing of the outer lift piling showing the required wrapping of the piling

d. Water and power layout

e. Provide a contractor's name and attach a copy of current license and Insurance Certificate. The Insurance Certificate must name the contractor as the Insured and must include Worker's Compensation which includes USL & H Marine coverage covering labor to be utilized. The Insurance Certificate needs to name as "Certificate Holder" the Harbor Bay Community Development District, and its Supervisors, staff, officers, and employees, and the certificate holder must be a named "Additional Insured" with respect to general liability insurance. The name of contractor on application must match insured.

f. A list of laborers to be utilized must be submitted along with a statement from contractor saying "I hereby certify as owner that any and all labor utilized for work at _____ (dock owner's address) will be employees of _____ (the entity covered by the Insurance Certificate)" and contractor must sign the statement.

Submit your form to the Rizzetta & Company, Inc. address listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

*THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE*
MECHANICAL BOAT LIFT

The Mechanical Boat Lift System shall meet the following criteria and is subject to CDD approval:

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8" Stainless Steel Cables And Hardware
- Weather Proof Motors
- All Welded Construction
- Grooved Aluminum Winders
- Fully Covered Bunks
- 6061 – T6 Marine Grade Aluminum
- All White Motor Covers
- Black Carpeted Bunk Boards
- Wedge Lock Cable Securing System
- Polyethylene Cable Keepers

Note: All pilings must be vinyl wrapped.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Names: Robert Lynn / Pamela Lynn
Lot Street Address: 5305 Fishermans Lane
City, State and Zip Code: Apollo Beach, FL 33782
Phone Number: 813-985-2572
Lot Tax Folio Number: 

For Lifts being installed, please identify:
Contractor Name and License Number: Brian Hecker / Hecker Construction
Contractor Phone Number: 813-236-9306
(Attach Certificate of Insurance from Contractor)
Expected Start Date: 5/1/2019 Expected Completion Date: 8/1/2019

This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

Owner Signature: /s/ Robert Lynn Date: 5/2/19
Co-Owner Signature: /s/ Pamela Lynn Date: 5/2/19

For Office Use Only
APPROVED ___ DISAPPROVED ___

Explanation for Disapproval (if applicable):

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 2nd day of April, 2019, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes; and

Robert Lynn and 5305 Fishersound Lane
(together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 2, Block 8, as per the plat ("Plat") identified as MiraBay Phase and recorded in Plat Book 104, Pages 156 et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community’s master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Installation & Maintenance of Lift; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of
installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

   a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
   
   b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
   
   c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD’s rights in the Easements, and does not damage any property of CDD or any third party’s property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD’s option, shall either direct Owner to repair the damage at Owner’s expense, or shall conduct such repairs at Owner’s expense.
   
   d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and setback requirements.
   
   e. Owner shall keep CDD’s Easements free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner’s exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
   
   f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. (“Association”) and any other necessary legal interests and approvals.
   
   g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD’s existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD’s use. Owner will exercise the privilege granted herein at Owner’s own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner’s expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Attorney’s Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:

By: Nancy D. Cottrall
Print Name: Nancy D. Cottrall

By: Thomas S. Smith
Print Name: Thomas S. Smith

Owner

By: Pamela M. Lynn
Print Name: Pamela M. Lynn

The foregoing instrument was acknowledged before me this 2 day of April, 2019 by Pamela Lynn. He/She [ ] is personally known to me or [ ] produced Driver License as identification.

Laura W. Fortner
Commissioner of the State of Florida
COUNTY OF HILLSBOROUGH

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:
By: 

Owner
By: 

Print Name

Print Name

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 2nd day of April, 2017, by

Robert Lynn, of the age of 50 years, who is personally known to me or whose identity I havereasonably satisfactorily established, by the following document:

Driver License


LAURA FORTNER
Commission # GG 203934
Expires May 19, 2022
Endorsed thru Troy Paim Insurance 800-365-7010

NOTARY PUBLIC

Laura H. Fortner
(Print, type or stamp commissioned name of notary public)

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:  

By: ____________________________  

Print Name  

By: ____________________________

Print Name

Harbor Bay  

Community Development District

By: ____________________________  

Its: ____________________________

STATE OF FLORIDA  

)  

COUNTY OF __________________  )

The foregoing instrument was acknowledged before me this __________ day of __________, 20__, by ____________________________ as ____________________________ of the Harbor Bay Community Development District, on behalf of said District. He/she [ ] is personally known to me or [ ] produced ____________________________ as identification.

________________________________________

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]
DOCK EASEMENT
PURCHASE AND SALE CONTRACT

THIS DOCK EASEMENT PURCHASE AND SALE CONTRACT (the “Contract”) is made by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company (“Park Square”), and Robert H. Lynn and Pamela M. Lynn, husband and wife (jointly and severally, “Buyer”). Each of said parties shall be referred to as a “party” and all together as the “parties.”

RECITALS

A. Buyer is the contract purchaser of the following lot (the “Lot”) located in the residential development commonly known as “MiraBay”:

Lot 2, Block 8, MIRABAY PHASE 3C-2, according to the plat thereof recorded in Plat Book 104, Pages 166 through 174, inclusive, of the Public Records of Hillsborough County, Florida (the “Plat”).

B. The Lot is adjacent to a canal (the canal shall be referred to as the “Waterbody”), which is located on land owned by Park Square and referred to as Tract “C-6” on the Plat (the “Tract”).

C. Upon Buyer acquiring title to the Lot, Buyer desires for Park Square to grant an easement on and over the Tract for Buyer and its successors-in-title to the Lot, to own and maintain a dock structure, in accordance with the terms and condition of a Declaration of Dock Easement, Covenants and Restrictions in the form attached hereto as Exhibit “A” (the “Dock Easement”).

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Contract, and other valuable consideration described herein, the receipt of which is hereby acknowledged, Park Square and Buyer agree as follows:

1. Sale and Purchase. Park Square agrees to sell and Buyer agrees to purchase the Dock Easement on the terms and conditions set forth below.

2. Price and Method of Payment. The purchase price for the Dock Easement is Three Thousand Five Hundred Dollars ($3,500.00) (the “Purchase Price”). The entire Purchase Price shall be payable by Buyer to Park Square by wire transfer to the Settlement Agent (as defined below) at the Settlement.

3. Settlement. The settlement (the “Settlement”) of the sale of the Dock Easement by Park Square to Buyer shall be held on or about January 18, 2019, and simultaneously with Buyer’s closing on the purchase of the Lot. The Settlement shall be conducted by PSH Title 5750 Major Blvd, Suite 110, Orlando, Florida 32819, Telephone: 407.379.1642, Attn: Alok Sharma, Closer (the “Settlement Agent”) by “mail-away” procedure, which is the closing agent handling the closing of the Lot. The Dock Closing shall not be consummated unless and until Buyer closes on the purchase of the Lot.

At the Settlement: (a) Buyer shall pay the Purchase Price, together with documentary transfer taxes and recording fees for the Dock Easement, and any settlement fee charged by the Settlement Agent to handle the Dock Closing (as defined below), to Settlement Agent by wire transfer (for the account of Park Square upon disbursement of funds at the consummation of the Settlement); and (b) Park Square and Buyer
shall execute and deliver to the Settlement Agent counterparts of the Dock Easement and the Dock Easement Settlement Statement attached to this Contract as Exhibit "A" and Exhibit "B", respectively.

Upon receipt of the documents and funds described in subsection (a) and (b), the Settlement Agent shall record the Dock Easement in the Public Records of Hillsborough County Florida ("Public Records") simultaneous with the payment of the Purchase Price to Park Square.

If for any reason (other than Park Square’s default), the Settlement does not occur on or prior to January 18, 2019, then either party may terminate this Contract by written notice to the other party, upon which any documents held in escrow by Settlement Agent shall be destroyed and any funds previously delivered by Buyer to Settlement Agent shall be refunded to Buyer.

4. **Default.** In the event of Park Square’s default under this Contract, Buyer shall have the right to seek specific performance against Park Square, but hereby waives the right to seek damages of any kind. In the event of Buyer’s default under this Contract, Park Square shall have the right to terminate this Contract.

5. **Notices.** Notices permitted or required under this Contract shall be in writing, signed by the party giving the notice, or its attorney, and shall be: (a) sent by registered U.S. mail, or certified U.S. mail return receipt requested, (b) sent by Federal Express or similar nationally recognized overnight delivery service, (c) by hand delivery, (d) or via e-mail with confirmed delivery receipt. Notices to the parties shall be sent to the following addresses:

**Notices to Park Square:**

Scott Johnston, Vice President  
Park Square Enterprises, LLC  
5200 Vineland Road, Suite 200  
Orlando, Florida 32811  
Tel (407) 529-3000  
Email: sjohnston@parksquarehomes.com

With a copy to: (Park Square’s Counsel)

Gary M. Kaleita, Esq.  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 N. Eola Drive  
Orlando, FL 32801  
Phone: (407) 843-4600  
Email: gary.kaleita@lowndes-law.com

**Notices to Buyer:**

Robert H. Lynn  
Pamela M. Lynn  
15 Surrey Drive  
Madison, CT 06443  
Phone: (203) 421-8568  
Fax:  
Email: rihlynn@comcast.net

**Notices to Settlement Agent:**

Alok Sharma, Closer  
PSH Title  
5750 Major Blvd, Suite 110  
Orlando, Florida 32819  
(407) 379-1642  
(321) 214-1433 (facsimile)  
Email: alok@pshtitle.com

A party’s address as set forth above may be changed by that party giving written notice to the other party of the new address, which notice shall be given in the same manner as other notices under this Contract. For purposes of this Contract, the date of giving notice shall be the date of deposit of the notice (properly addressed) in the U.S. mail system, with postage prepaid, or the date of delivery to the nationally recognized overnight delivery service or U.S. postal system express mail service, with delivery bill prepaid.
6. **Assignment.** It is the intent of the parties that Park Square's obligations under this Contract shall only run to Buyer and to no other party, and this Contract shall not otherwise be assignable by Buyer without the express written consent of Park Square, which may be withheld for any reason.

7. **Miscellaneous.** The prevailing party in any action concerning this Contract shall be entitled to its reasonable attorneys' fees and costs paid by the non-prevailing party. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa. Headings and paragraph captions in this Contract are only for convenience of reference, and shall not be considered in interpreting, nor construed to limit, the context or meaning of the text. Time is of the essence under this Contract; provided the foregoing shall not be construed to undermine any express cure period afforded any party under this Contract. This Contract shall be governed by Florida law. The provisions of this Contract may not be changed, waived, or terminated except in writing signed by the party against whom enforcement of the change, waiver or termination is sought. Except for the Dock Easement, neither this Contract nor any memorandum of it may be recorded in the Public Records by any of Buyer or Park Square. If any provision of this Contract is deemed or declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining provisions shall not be affected thereby. If reformation is permitted under applicable law, such provision shall be reformed only to the extent necessary to make it enforceable, and enforced as if it had been in its reformed state when entered into.

8. **Complete Contract.** The Recitals on the first page of this Contract are true and complete and, together with all Exhibits attached hereto, are incorporated into this Contract by reference. This Contract states all terms and conditions upon which Park Square agrees to sell, and Buyer agrees to buy, the Dock Easement and supersedes all prior written or oral agreements between Park Square and Buyer with respect to the subject matter of this Contract. Buyer may not and will not rely on any statement or representation made by Park Square's Agents or employees as a binding condition or inducement to enter into this Contract unless such statement or representation is expressly stated in this Contract.

9. **Effective Date.** This Contract shall be effective on the date on which the last of Park Square or Buyer executes this Contract and a copy of its counterpart is received by the other party.

[REMAINder OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals.

"BUYER"

ROBERT H. LYNN

PAMELA M. LYNN

Date: 11/12/2019

"PARK SQUARE"

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company

By: Scott Johnston, Vice President

Date: 01/25/19

ACKNOWLEDGMENT:

The undersigned, being the settlement agent for the Buyer’s closing of the Lot, agrees to act as the Settlement Agent for the Dock Closing.

PSH TITLE

By: 
Printed Name:  
Title:  

4
EXHIBIT “A” - Form of Dock Easement

Consideration: $3,500.00
Documentary Stamps Paid: $35.00

Prepared by and when
Recorded return to:

Löwdes, Drosdick, Doster, Kantor & Reed, P.A.
Gary M. Kaleda, Esq.
215 N. Eola Drive
Orlando, FL 32801
Phone: (407) 843-4600

DECLARATION OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LOT 2 BLOCK 8 OF MIRABAY PHASE 3C-2,
PER PLAT BOOK 104, PAGES 168 THROUGH 174, INCLUSIVE, OF THE PUBLIC
RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the
“Dock Easement Declaration”) is made, executed, granted, imposed and declared this ___ day of January
___, 2019, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company (“Park
Square”) to and in favor of the Owner (as that term is defined below) of Lot 2, Block 8, MiraBay Phase
3C-2, according to the plat thereof (the “Plat”) recorded in Plat Book 104, Pages 168 through 174, inclusive,
of the Public Records of Hillsborough County, Florida (“Benefitted Lot”).

RECITALS

A. The term “Owner” shall mean and refer to the fee simple record owner of the Benefitted
Lot. The term “Dock Structure” shall refer to a dock consisting of a deck/walking surface on pilings
and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined),
and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings
as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT “C-6” shown and described on the
Plat (the “Tract”).

C. The Tract contains a canal (the canal sometimes being referred to herein as the
“Waterbody”), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park
Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock
Structure located in the Waterbody, subject to the terms and conditions set forth herein.

ARTICLE I
EASEMENT FOR DOCK STRUCTURE

For $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park
Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive
easement (the “Dock Easement”) to own, maintain, repair and replace, at Owner’s sole cost and expense,
a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over
that portion of the Tract lying immediately under the Dock Structure at the location where the Dock
Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the “Dock Easement Area”). The Dock Easement includes the right, and the Owner of the Benefitted is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a “Notice of Dock Easement Area”) describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

ARTICLE II
EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a “dock easement area” serving an adjoining Lot, and the “dock structure” constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a “dock structure” or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

ARTICLE III
APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the “CDD”) in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the “Dock Rules”). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD’s approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

ARTICLE IV
COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft
that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner’s interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner’s, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner’s, its guests’ or invitees’ non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

ARTICLE V
MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys’ fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered in the presence of:

[Signature]

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company

By: [Signature]

Scott Johnston, Vice President
5200 Vinelands Road, Suite 200
Orlando, Florida 32811

Print Name: Amon Cash

Print Name: Brooks A. Tolbert

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on January 85, 2019, by Scott Johnston, Vice President of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, on behalf of said company, who / / is personally known to me or / / produced ____________________ as identification.

[Signature]
Notary Public
Print Name: Judith Combs
My Commission Expires: 5/15/21

(AFFIX NOTARY SEAL)
JOINDER AND CONSENT
OF OWNER

The undersigned Owner hereby joins in and consents to the Dock Easement, Covenants and
Restrictions to which this joinder and consent is attached.

WITNESSES (as to both):

Print Name: Richard L. Hughes

Print Name: John F. Wolinski Jr.

OWNER:

ROBERT H. LYNN

PAMELA M. LYNN

Address: 5305 Fishersound LN
Apollo Beach, Florida 33572

STATE OF Connecticut
COUNTY OF Newfane

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on January
21, 2019, by ROBERT H. LYNN and PAMELA L. ESCHER, who __ / __ are personally known to me or
produced Driver License ______ as identification.

Notary Public
Print Name: ADITYA AGARWAL
My Commission Expires: 01-31-2022

(AFFIX NOTARY SEAL)
# Exhibit "B" - Form of Dock Easement Settlement Statement

## DOCK EASEMENT SETTLEMENT STATEMENT

**SELLER:** PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company as successor by conversion to Park Square Homes, L.L.C.

**BUYER:** ROBERT H. LYNN and PAMELA M. LYNN, husband and wife

**PROPERTY:** Dock Easement within Tract “C-6,” on the Plat of MIRABAY PHASE 3C-2, according to the plat thereof recorded in Plat Book 104, Pages 168 through 174, inclusive, of the Public Records of Hillsborough County, Florida, adjacent to, and for the benefit of Buyer’s property: Lot 2, Block 8, MIRABAY PHASE 3C-2.

**SETTLEMENT:** PSH Title Attn: Alok Sharma, Closer
5750 Major Blvd, Suite 110, Orlando, Florida 32819

**PURCHASE PRICE:** $3,500.00

**CLOSING DATE:** January __, 2019

<table>
<thead>
<tr>
<th>A.</th>
<th>GROSS PURCHASE PRICE:</th>
<th>$3,500.00</th>
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<tr>
<td>B.</td>
<td>EXPENSES PAID AT CLOSING:</td>
<td>Buyer</td>
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<tr>
<td>1.</td>
<td>Record Dock Easement (5 pages)</td>
<td>44.00</td>
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<td>2.</td>
<td>Documentary Stamps on Dock Easement</td>
<td>35.00</td>
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<td>EXPENSE TOTALS:</td>
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<td>C.</td>
<td>RECAPITULATION:</td>
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<td>BUYER:</td>
<td>Gross Purchase Price</td>
<td>$3,500.00</td>
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<td>Plus Expenses</td>
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<td></td>
<td>NET CASH DUE FROM BUYER:</td>
<td>$3,579.00</td>
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<tr>
<td>SELLER:</td>
<td>Gross Purchase Price</td>
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<td></td>
<td>Less Expenses</td>
<td>(0.00)</td>
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<td></td>
<td>NET CASH DUE TO SELLER:</td>
<td>$3,500.00</td>
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</table>
D. RECEIPTS AND DISBURSEMENTS:

RECEIPTS:

From Buyer

$3,579.00

TOTAL RECEIPTS:

$3,579.00

DISBURSEMENTS:

To Seller

$3,500.00

To Clerk of Court

79.00

TOTAL DISBURSEMENTS:

$3,579.00

COMPLIANCE AGREEMENT: If requested by Settlement Agent, the undersigned agree to fully cooperate and adjust for any clerical errors in any or all documentation deemed necessary in the reasonable discretion of the Settlement Agent, in order to complete the transaction or to correct any scrivener's errors in such documentation.

AUTHORITY TO DISBURSE: The undersigned agree to the figures as presented on this Settlement Statement and hereby authorize Settlement Agent to disburse the funds in accordance with said statement upon clearance of the funds, and otherwise in accordance with any escrow instructions agreed to by the parties and Settlement Agent.

This Settlement Statement may be executed by Seller and Buyer in multiple counterparts, and by facsimile or portable document format, with each such counterpart in combination with the other, having the same force and effect as if a single original instrument were executed by all parties hereto.

BUYER:

ROBERT H. LYNN

PAMELA M. LYNN

SELLER:

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company

By: Scott Johnston, Vice President

SETTLEMENT AGENT:

PSH TITLE:

By:

Printed Name:

Closing Agent:
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONCEDES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY(S) BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PERIOD, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Hilb Group of Florida, LLC
1345 S Missouri Ave
Clearwater FL 33756-6533

CONTACT NAME: Danielle Aviles
PHONE (A/C No. Ext): 813-636-4000
FAX (A/C No): 813-281-1086
E-MAIL ADDRESS: daviles@hilbgroup.com

INSURED
Hecker Construction Company, Inc.
P.O. Box 989
Ruskin FL 33575

INSURER(S) AFFORDING COVERAGE NAI NUMBER
INSURER A: American Alternative Insurance Corporation 19720
INSURER B: Owners Insurance Co. 32700
INSURER C: American Interstate Insurance Company 31865
INSURER D: State National Insurance Company, Inc. 12831

COVERAGE NUMBER: 1462767286

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY FURTHER, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>TYPE OF INSURANCE</th>
<th>ADDRESS SERVICE W/O</th>
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<th>INSURABLE LIMITS</th>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
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<td>5/28/2018</td>
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<td>5/28/2018</td>
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<td>CLAIMS-MADE X OCCUR</td>
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<td></td>
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<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
<td>AVWCFL2778852019</td>
<td>3/8/2019</td>
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<td>ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED</td>
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<td>(Mandatory in NH)</td>
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<td>D</td>
<td>Equipment Floater</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101). Additional Remarks Schedules may be attached if more space is required.

WORKERS COMPENSATION INSURANCE POLICY INCLUDES UNITED STATES LONGSHORE & HARBOR WORKERS COMPENSATION ACT COVERAGE. PMI COVERAGE INCLUDES CREW MEMBERS FOR JONES ACT.

FULL CERTIFICATE HOLDER LIST:
Harbor Bay CDD
Cardno, Inc.
Park Square Enterprises, LLC

See Attached...

CERTIFICATE HOLDER
Harbor Bay Community Development District
c/o Rizzetta & Company
12750 Citrus Park Lane, Ste 115
Tampa FL 33626

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
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<tbody>
<tr>
<td>The Hill Group of Florida, LLC</td>
<td>Hecker Construction Company, Inc.</td>
</tr>
<tr>
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<td>P.O. Box 999</td>
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<td>Ruskin FL 33575</td>
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<td>EFFECTIVE DATE</td>
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**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form, **FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Harbor Bay CDD, Cerdno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is follow form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.
Proposed Dock/Lift
Lynn Res.
#5303 Fishersound Ln.

N.T.S.

Dock Specs:
1.) All pilings 9" to 10" dia. block p.v.c.
2.) Wrapped driven to refusal (minimum 8"
3.) All framing P.T. suit spash 2" x 8" bolted

 proposed dock

Existing Rock Wall

Lagoon
BUSINESS TAX RECEIPT

2018 - 2019

Address
RUSKIN, FL 33570

Mailing Address
PO BOX 999

Mechanical Services
FL 33570-999

Name
HECKER CONSTRUCTION CO INC

GIBSONTON, FL 33534

Business Address
1519 NORTH US HWY 41

Business Name
HECKER CONSTRUCTION CO INC

2800.00 11 Public Service
090.002309 Marine Construction

Account Code
2018 - 2019

HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

Expires September 30, 2019

Account No.
E37569

Tax Liab. Fee
$0.00

0 Employees

Hazardous Waste Surcharge
$0.00

5 Employees

Receipt Fee
$0.00

This becomes a tax receipt when validated.
<table>
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<th>Value</th>
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<tbody>
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