Harbor Bay
Community Development District

Board of Supervisors’ Meeting
June 20, 2019

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

www.harborbaycdd.org
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
AGENDA

107 Manns Harbor Drive, Apollo Beach, FL 33572

District Board of Supervisors
- Paul Curley, Chairman
- Steve Lockom, Vice Chairman
- Michael Maurer, Assistant Secretary
- Ryan Wick, Assistant Secretary
- Dan Leventry, Assistant Secretary

Regional District Manager
- Joseph Roethke, Rizzetta & Company, Inc.

District Attorney
- Michael Eckert, Hopping, Green & Sams

District Engineer
- Greg Woodcock, Cardno

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, June 20, 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 ....... Tab 1
5. CHAIRMAN’S PERSPECTIVE ON AGENDA ITEMS ............................. Tab 2
6. BUSINESS ITEMS
   A. Harbor Bay vs. AIG
   B. Park Square
   C. Seawall
      i. Master Project
         a. Update on Potential Contractors and Negotiations
         b. Consideration of Proposal(s) .................................. (USC)
         c. Discussion of Bond Financing .................................. Tab 3
      ii. Emergency repairs
   D. Upland Claims ........................................................................ Tab 4
      i. Review of Repair Request Protocol .................................. Tab 5
   E. Major Project Update
      i. Cardno Managed
         a. Project tracker ......................................................... Tab 6
      ii. Rizzetta Managed
         a. Project Tracker ......................................................... Tab 7
         b. Wolf Creek Sails ......................................................... Tab 8
      iii. Written Update Only
         a. Software Management System ................................. Tab 9
         b. Pool Bathroom Remodeling ................................. Tab 10
         c. Street Signs ............................................................ Tab 11
         d. Power Washing ....................................................... Tab 12
         e. Pool Mooring Post Repair ...................................... Tab 13
         f. Pool Landscape Installation .................................... Tab 14
         g. Painting of Building ............................................... Tab 15
         h. Community Landscaping ......................................... Tab 16
F. Budget for Fiscal Year 2019/2020
   ................................................................. Tab 17
G. Contracts
   i. Landscaping ....................................................... Tab 18
   ii. Review of Draft RFP for District Management, Amenity Management, and Ground Maintenance Management Services ......................................................... Tab 19
H. Network Management Plan ....................................... Tab 20
I. Workshop focus for July
J. Presentation of Registered Voter Count ............................. Tab 21

7. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION
   A. Consideration of Minutes of the Board of Supervisors’
      Regular Meeting held on May 16, 2019 .......................... Tab 22
   B. Consideration of Minutes of the Board of Supervisors’
      Workshop Meeting held on June 13, 2019 ........................ Tab 23
   C. Consideration of Operation & Maintenance Expenditures
      for May 2019 ................................................................ Tab 24
   D. Consideration of Operations & Maintenance Expenditures
      for May 2019– Reserve Fund .......................................... Tab 25
   E. Consideration of Operations & Maintenance Expenditures
      for May 2019– MiraBay Amenity Center .......................... Tab 26
   F. Consideration of Operations & Maintenance Expenditures
      for May 2019– Evergreen Fund ........................................ Tab 27
   G. Consideration of Master Project Requisitions #MP #152 - #154
      #156 - #157 & #158 ...................................................... Tab 28
   H. Consideration of Supplemental Project Requisition (if any)
   I. Presentation of Monthly Staff Report: MiraBay Club Manager .... Tab 29
   J. Presentation of Monthly Staff Report: Club Director .................. Tab 30
   K. Dock and Boat Lift Approvals ........................................ Tab 31

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>
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<tbody>
<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>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>Rip Rap can encourage algal 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></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>2/18/18</td>
<td>Request to have café 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 mangrove trimming</td>
<td>District Engineer is reviewing</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Issue with seaweed</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 marine nativism</td>
<td>Board will be researching during budget process</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about pool crack</td>
<td>DM sent report to Engineer</td>
<td>NO</td>
<td>1/18/18</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></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 added to the next meeting agenda for further discussion</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>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>
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<tr>
<td>4/19/18</td>
<td>Request for additional pickleball courts</td>
<td>This will be added to the next meeting agenda for further discussion</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>5/16/19</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>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>5/16/19</td>
<td>Request to add hog trapping back to CDD areas</td>
<td>Club Director has already engaged with trapper</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
</tbody>
</table>
Chairman’s Perspective on Agenda Decisions for 6-20-19

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. Park Square
   a. No decisions anticipated

2. Seawall
   a. Direct Staff on finalizing contract negotiations for one or more phases of the Master Project
   b. Determine which financing alternative(s) should be pursued and establish a time line for obtaining funding
   c. Status of emergency repairs

3. Seawall Upland Claims
   a. Consider settlement offers

4. Major Project Update
   a. Painting of buildings
      i. Update
      ii. Review time line for project initiation and completion
   b. Community landscaping
      i. If needed, direct Staff on which contractor to engage
      ii. Review time line for project initiation and completion
   c. Speeding
      i. Update
   d. Wolf Creek sails
      i. Direct Staff on which sail proposal(s) to pursue
   e. Software management system
      i. Written update should review items delineated at the April Board meeting and in the associated email
   f. Pool bathrooms
      i. Written update should summarize time line for key milestones including project initiation and completion
   g. 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
   h. Power washing
      i. Review power washing schedule for the balance of the community
   i. Pool mooring post repair
      i. Review timeline for repair and associated impact on pool usage
   j. Pool landscape and hardscape installation
i. Written update should summarize time line for key milestones including project initiation and completion

5. Budget
   a. As needed, recommend adjustments to proposed budgets

6. Contracts
   a. If needed, approve changes to Scope of Services or Request for Proposals for each contract
   b. Review companies Staff plans to proactively solicit
   c. Review time line for key milestones associated with obtaining responses to each request for proposals

7. Network management plan
   a. Consider expanded network management plan

8. 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.

9. Security system
   a. What, if any, additional actions should be undertaken to improve security within the community

10. Workshop
    a. Does the Board want to have a focused discussion on a particular topic at the upcoming workshop
Tab 3
Vice Chairman Discussion for seawall decision

Background

In 2016 the previous CDD Board approved a bond of up to $19.8M for the seawall. The 13th Circuit Court approved the assessment methodology to charge the cost of the bond by frontage. In 2018, The CDD had an off cycle assessment of $1.6M for emergency repairs. The $1.6M was charged against the $19.8M validated amount leaving us $18.2M for issuance of a municipal bond.

Based on the preliminary budget approved at the May meeting we will have approximately $2M cash on hand to apply to any seawall repairs. This leaves us a maximum spend of $20.2M ($18.2M bond +$2M on hand) if we do not want to increase the regular assessment in August.

The $20.2M available has expenses that need to be paid out of the proceeds of the bond. The following are the best estimates I have as of today.

- Cost of issuance  $250K (fixed cost)
- Underwriter’s fee $364K (2% of bond, could be negotiated down to 1.5%)
- Debt service reserve fund $1.2M (1 year interest and principal but could be negotiated to a shorter timeframe)
- Capitalized interest $325K (based on 3.5 months if we get everything approved and the bond costs on the 2020 tax roll)
- Total equals $2.139M

This tells us we have approximately $18M to spend on the seawall. The key action that is needed is to get the bond issued in August so we can include it in the final budget in August and therefore on the tax bill that everyone will receive in November 2019. To get the bond issued in time, we will need to have a contract with a seawall contractor by early July. It is imperative that we make a selection of a contractor for all three sections at this meeting. We can then give staff the
ability to finalize language in the contract. We will then need to come back in early July and approve the contract as well as the bond.

On the spreadsheet, you can see the relative effect of a $17M bond at 5% taken out for 29 years. (We used one year with the off cycle assessment therefore 30-1 or 29 years) Keep in mind that we will also be refinancing the 2001 and 2002 bonds with this new bond which will reduce the 2001 bondholder’s payment by approximately 25% and 2002 by 12.5%.

The key to all this is to make the decision now and get the bond in place so it can be put on the November 2019 tax bill. This will allow us to pay the fees only once, minimize capitalized interest and refinance the 2001 and 2002 bonds.
<table>
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<tr>
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<td>TH</td>
<td>$301.96</td>
<td>$866.42</td>
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<td>80'</td>
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<td>$1,076.59</td>
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<td>90'</td>
<td>$966.26</td>
<td>$2,772.55</td>
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<td>$1,076.59</td>
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<tr>
<td>100'</td>
<td>$1,207.82</td>
<td>$3,465.69</td>
<td>$163.87</td>
<td>$1,282.13</td>
<td>$1,345.74</td>
<td>$1,111.59</td>
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<tr>
<td>100'</td>
<td>$1,207.82</td>
<td>$3,465.69</td>
<td>$163.87</td>
<td>$1,282.13</td>
<td>$1,345.74</td>
<td>$1,111.59</td>
<td>$961.60</td>
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</table>

*1 based on $17M at 5% for 29 years

This shows the potential cost comparison between 2018, 2019 and 2020 proposed with and without the 2018 offcycle assessment. The proposed 2020 including a $17M bond at 5% would cost 2001 bondholders an additional 15% in assessments over 2019. It is an increase of 26% over 2018. If you add in the off cycle special assessment 2020 is a 27% reduction over what you paid in fiscal 2018 including the off cycle assessment. The numbers differ slightly for the 2002 bond holders. When we issue the bond for the seawall, we will be refinancing the 2001 and 2002 bonds. Since the 2001 bonds were issued at a higher interest rate there will be more savings for the 2001 bondholders than the 2002 bondholders and that is what makes the difference in the increases. The 2001 bondholders will see a refinanced savings of approximately 25%. The 2002 bondholders will save 12.5%
$3,108,381.00 Street Light $154,740.00 2020 bond
$3,306,788.30 1.06383 Assessment $164,617.02 1.06383

Excludes off cycle

<table>
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<tr>
<th>Refinanced 2002 bond payment</th>
<th>2020 Assessment</th>
<th>2019 Assessment</th>
<th>2018 Assessment</th>
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<tbody>
<tr>
<td>2001 bond holder's payment</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>2002 bond holder's payment</td>
<td>$294.38</td>
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<td>$471.01</td>
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<td>$1,177.52</td>
<td>$6,910.56</td>
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<table>
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<tr>
<th>2020 Increase over 2018</th>
<th>2020 Increase over 2018</th>
<th>2020 Increase over 2018</th>
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<tr>
<td>TH Villas</td>
<td>15.15%</td>
<td>28.16%</td>
</tr>
<tr>
<td>50'</td>
<td>15.19%</td>
<td>28.21%</td>
</tr>
<tr>
<td>60'</td>
<td>12.84%</td>
<td>25.74%</td>
</tr>
<tr>
<td>70'</td>
<td>12.84%</td>
<td>25.74%</td>
</tr>
<tr>
<td>80'</td>
<td>12.84%</td>
<td>25.74%</td>
</tr>
<tr>
<td>100'</td>
<td>12.84%</td>
<td>25.74%</td>
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</table>
Includes off cycle 2018 Assessment 2018 off cycle assessment

<table>
<thead>
<tr>
<th>2001 bond holder's payment</th>
<th>2002 bond holder's payment</th>
<th>2018 off cycle assessment</th>
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</thead>
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<tr>
<td>N/A</td>
<td>$1,886.80</td>
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Tab 4
<table>
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<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>
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<tbody>
<tr>
<td>Oliszewski</td>
<td>5705 Sea Turtle Pl.</td>
<td>$59,165.00</td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>2/5/18 - inspection report completed</td>
<td>Board - needs to review updated claim</td>
</tr>
<tr>
<td></td>
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<td>12/28/17 - sent letter to resident to use new protocol</td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>1/22/18 - resident sent intake form but no insurance</td>
<td></td>
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<td></td>
<td></td>
<td>3/15/18 - Board approved settlement amount of $52,398</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>3/22/18 - sent settlement agreement to resident</td>
<td></td>
<td></td>
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<tr>
<td>Nargi</td>
<td>5632 Skimmer Dr.</td>
<td>$21,285.00</td>
<td>Section I - Priority B</td>
<td>11/2/18 - resident sent intake form, needs to send insurance</td>
<td>4/26/19 - inspection report completed</td>
<td>Board - needs to review claim</td>
</tr>
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<td></td>
<td>11/12/18 - received insurance, needs to update intake form</td>
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<td></td>
<td>3/18/19 - resident sent updated intake form</td>
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<tr>
<td>Welch</td>
<td>413 Islebay Dr.</td>
<td>$51,209.00</td>
<td>Repaired</td>
<td>3/22/19 - resident sent intake form, needs to send insurance</td>
<td>4/26/19 - inspection report completed</td>
<td>Board - needs to review claim</td>
</tr>
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<td>4/1/19 - resident sent insurance</td>
<td></td>
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<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>
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<td></td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
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<td>1/23/18 - resident sent intake form but no insurance</td>
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<td>1/28/18 - received insurance documents</td>
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<td>3/15/18 - Board approved settlement amount of $18,567</td>
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<td>3/22/18 - sent settlement agreement to resident</td>
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<tr>
<td>Nicholson</td>
<td>432 Islebay Dr.</td>
<td>$11,150.00</td>
<td>Section I - Priority A</td>
<td>8/23/17 - requested homeowners' insurance from resident, resident will not</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
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<td>submit homeowners' claim and they are named on the litigation</td>
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<td>10/12/17 - sent follow-up to resident for insurance policy</td>
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<td>10/23/17 - sent additional request for insurance policy</td>
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<td>1/18/18 - settlement amount approved by the Board</td>
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<td>1/23/18 - sent settlement agreement to resident</td>
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<tr>
<td>Law</td>
<td>5720 Sea Turtle Pl.</td>
<td>$15,150.00</td>
<td>Emergency</td>
<td>12/25/17 - received intake form and insurance documents</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
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<td>2/9/18 - BOS approved settlement of $15,150</td>
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<td>2/19/18 - sent settlement agreement to resident</td>
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<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>
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<td>12/28/17 - sent letter to resident to use new protocol</td>
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<td>2/2/18 - resident sent intake form, needs to send insurance</td>
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<td>2/19/18 - resident sent insurance docs</td>
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<td>4/30/18 - engineer inspection report completed</td>
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<td>6/21/18 - Board approved settlement offer</td>
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<td>6/28/18 - sent settlement agreement to resident</td>
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<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>
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<td>3/6/18 - received insurance</td>
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<td>3/12/18 - insurance incomplete, resident to send entire policy</td>
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<td>3/13/18 - insurance docs submitted</td>
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<td>4/30/18 - engineer inspection report completed</td>
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<td>6/21/18 - Board approved settlement offer</td>
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<td>6/28/18 - sent settlement agreement to resident</td>
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<tr>
<td>McKelligott</td>
<td>433 Mirabay Blvd.</td>
<td>$15,955.00</td>
<td>Section I - Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not</td>
<td>5/6/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
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<td>received completed forms from resident</td>
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<td>10/12/17 - sent intake form and protocol to the resident</td>
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<td>1/28/18 - received intake form from resident, need insurance</td>
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<td>2/19/18 - received insurance docs from resident</td>
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<td>5/6/18 - 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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<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'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>
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<td>5/11/18 - resident sent insurance docs</td>
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<td>5/30/18 - engineer inspection report completed</td>
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<td>7/19/18 - Board approved settlement offer</td>
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<td></td>
<td>7/25/18 - sent settlement agreement to resident</td>
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<tr>
<td>Kelly</td>
<td>511 Islebay Dr.</td>
<td>$23,600.00</td>
<td>Repaired</td>
<td>4/24/17 - revised settlement agreement sent to resident, have not</td>
<td>N/A</td>
<td>Resident - received letter to rescind offer, waiting on response</td>
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<td>received signed settlement agreement from resident</td>
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<td>1/18/18 - BSD directed staff to rescind settlement agreement</td>
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<td></td>
<td>1/28/19 - re-sent rescind letter to resident</td>
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<tr>
<td>Heinz</td>
<td>5731 Sea Turtle Pl.</td>
<td></td>
<td>Section I - Priority A</td>
<td>4/21/19 - resident sent intake form but no insurance</td>
<td>6/17/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
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<td>4/30/19 - resident sent insurance</td>
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<tr>
<td>McGuire</td>
<td>503 Mirabay Blvd.</td>
<td></td>
<td>Section I</td>
<td>6/4/19 - resident sent intake form but insufficient insurance</td>
<td>District Engineer - needs to schedule inspection</td>
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<td></td>
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<td>6/7/19 - resident sent insurance docs</td>
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<tr>
<td>Blauser</td>
<td>528 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>6/3/19 - resident sent intake form but insufficient insurance</td>
<td>District Engineer - needs to schedule inspection</td>
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<td></td>
<td></td>
<td>6/11/19 - resident sent insurance docs</td>
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<tr>
<td>Lionet</td>
<td>5716 Tortoise Pl.</td>
<td></td>
<td>Repaired</td>
<td>6/14/19 - resident sent intake form but insufficient insurance</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
</tr>
<tr>
<td>Lacey</td>
<td>5626 Skimmer Dr.</td>
<td></td>
<td>Section I - Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident</td>
<td>Resident - needs to submit insurance docs</td>
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<td></td>
<td>12/28/17 - sent request to resident for insurance docs</td>
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<tr>
<td>Owens</td>
<td>5717 Sea Trout Pl.</td>
<td></td>
<td>Repaired</td>
<td>8/21/17 - requested homeowners' insurance policy from resident</td>
<td>Resident - needs to submit insurance docs</td>
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<td>10/12/17 - sent follow-up to resident for insurance policy</td>
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<tr>
<td>Pullara</td>
<td>5621 Skimmer Dr.</td>
<td></td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
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<td>12/28/17 - sent letter to resident to use new protocol</td>
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<td></td>
<td>8/27/18 - resident sent intake, needs to submit insurance</td>
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<tr>
<td>Parry</td>
<td>5617 Seagrass Pl.</td>
<td></td>
<td>Section I - Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<td></td>
<td>not received completed forms from resident</td>
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<td></td>
<td>10/12/17 - sent updated intake form and protocol to the resident</td>
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<tr>
<td>Kirbach</td>
<td>440 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<td></td>
<td></td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
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<tr>
<td>Jaehne</td>
<td>509 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<td></td>
<td></td>
<td></td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
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<tr>
<td>Baker</td>
<td>521 Islebay Dr.</td>
<td></td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
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<tr>
<td>Hess</td>
<td>617 Ballbay Rd.</td>
<td></td>
<td>Section II/III</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<td>12/28/17 - sent letter to resident to use new protocol</td>
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<tr>
<td>Weber</td>
<td>5628 Skimmer Dr.</td>
<td></td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<td></td>
<td>12/28/17 - sent letter to resident to use new protocol</td>
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<tr>
<td>Preston</td>
<td>5704 Sea Trout Pl.</td>
<td></td>
<td>Section I - Priority B</td>
<td>11/15/17 - sent intake form and protocol to resident</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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</tr>
<tr>
<td>Cavin</td>
<td>601 Islebay Dr.</td>
<td></td>
<td>Section I - Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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</tr>
<tr>
<td>Norstrom</td>
<td>5711 Sea Trout Pl.</td>
<td>$44,720.63</td>
<td></td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Carter</td>
<td>513 Islebay Dr.</td>
<td>$23,600.00</td>
<td></td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
<td>COMPLETED</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>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>COMPLETED</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>$80,867.00</td>
<td>8/21 - 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 1/3 - sent settlement agreement to resident 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>
</tr>
<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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<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
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<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>Sheikh</td>
<td>5277 Sea Turtle Pl.</td>
<td>$10,600.00</td>
<td>10/23 - sent intake form and protocol to resident</td>
<td>11/7 - sent resident intake form but did not submit the complete insurance policy documents</td>
<td>11/17 - resident sent insurance documents</td>
<td>1/23 - sent settlement agreement to resident</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>Bufkin</td>
<td>525 Islebay Dr.</td>
<td>$16,360.00</td>
<td>11/7 - sent previous intake form and documents to counsel 12/28 - sent letter to resident to use new protocol 2/20 - resident sent intake form and insurance 2/27 - engineer inspection completed 3/27 - engineer inspection report completed 5/17 - settlement amount approved by the Board 5/21 - settlement agreement sent to resident 6/18 - settlement agreement fully executed 6/21 - requisition signed 6/26 - all completed, check mailed to resident</td>
<td>3/27 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Hodgskin</td>
<td>5710 Tortoise Pl.</td>
<td>$12,325.00</td>
<td>2/19 - received intake form, requested insurance docs 3/6 - received insurance 3/12 - insurance docs insufficient, resident to send entire policy 3/22 - resident re-sent full insurance policy 4/30 - engineer inspection report completed 6/21 - Board approved settlement offer 7/12 - settlement agreement fully executed 7/26 - all completed, check mailed to resident</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<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 12/28 - sent letter to resident to use new protocol 1/17 - resident sent intake form, DM requested insurance 3/28 - resident sent insurance docs 5/6 - engineer inspection report completed 6/21 - Board approved settlement offer 7/12 - settlement agreement fully executed 7/26 - all completed, check mailed to resident</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Constantinou</td>
<td>5724 Sea Trout Pl</td>
<td>$11,735.00</td>
<td>3/21 - sent intake form and protocol to resident 3/27 - resident sent intake form and photos, but no insurance 3/30 - resident sent insurance docs 5/6 - engineer inspection report completed 6/21 - Board approved settlement offer 7/12 - settlement agreement fully executed 7/26 - all completed, check mailed to resident</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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</tr>
<tr>
<td>Stumpf</td>
<td>609 Islebay Dr.</td>
<td>$15,095.00</td>
<td>3/29 - resident sent intake form and insurance docs 5/6 - engineer inspection report completed 6/21 - Board approved settlement offer 6/26 - sent settlement agreement to resident 7/19 - settlement agreement fully executed 8/23 - all completed, check mailed to resident</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</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 10/4 - followed up with resident for insurance information 10/12 - sent another follow-up to resident for insurance policy 10/24 - resident sent incomplete insurance documents 11/21 - received insurance documents from resident 2/8 - BOS approved settlement of $16,500 3/6 - sent settlement agreement to resident 5/31 - sent updated settlement agreement to resident 7/27 - settlement agreement fully executed 8/23 - all completed, check mailed to resident</td>
<td>4/20 - 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>
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<td>District Engineer Inspection Status</td>
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<tr>
<td>O'Connell</td>
<td>5719 Sea Turtle Pl.</td>
<td>$13,575.00</td>
<td></td>
<td>2/19 - received intake form, requested insurance docs&lt;br&gt;3/22 - resident sent insufficient insurance docs&lt;br&gt;3/23 - resident sent full insurance policy&lt;br&gt;5/6 - engineer inspection report completed&lt;br&gt;7/19 - Board approved settlement offer&lt;br&gt;7/25 - sent settlement agreement to resident&lt;br&gt;7/31 - settlement agreement fully executed&lt;br&gt;8/12 - all completed, check mailed to resident</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Collins</td>
<td>417 Mirabay Blvd.</td>
<td>$20,393.00</td>
<td></td>
<td>1/17 - sent previous intake form and documents to counsel&lt;br&gt;12/28 - sent letter to resident to use new protocol&lt;br&gt;2/19 - received intake form but no insurance&lt;br&gt;3/7 - sent insurance policy to upland counsel&lt;br&gt;4/30 - engineer inspection report completed&lt;br&gt;6/21 - Board approved settlement offer&lt;br&gt;6/28 - sent settlement agreement to resident&lt;br&gt;8/15 - settlement agreement fully executed&lt;br&gt;8/30 - all completed, check mailed to resident</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Cyhaniuk</td>
<td>5701 Tortoise Pl.</td>
<td>$20,075.00</td>
<td>Section I - Priority A</td>
<td>3/2/18 - received intake form and insurance docs&lt;br&gt;3/12/18 - insurance incomplete, resident to send entire policy&lt;br&gt;3/15/18 - received full policy and photos from resident&lt;br&gt;4/30/18 - engineer inspection report completed&lt;br&gt;7/19/18 - Board approved settlement offer&lt;br&gt;7/25/18 - sent settlement agreement to resident&lt;br&gt;9/5/18 - settlement agreement fully executed&lt;br&gt;9/25/18 - all completed, check mailed to resident</td>
<td>4/30/18 - inspection report completed</td>
<td>COMPLETED</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&lt;br&gt;5/7/18 - resident sent insurance and photos&lt;br&gt;5/30/18 - engineer inspection report completed&lt;br&gt;7/19/18 - Board approved settlement offer&lt;br&gt;7/25/18 - sent settlement agreement to resident&lt;br&gt;9/5/18 - settlement agreement fully executed&lt;br&gt;9/25/18 - all completed, check mailed to resident</td>
<td>5/30/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<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&lt;br&gt;6/11/18 - resident sent insurance docs&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 - sent settlement agreement to resident&lt;br&gt;9/21/18 - settlement agreement fully executed&lt;br&gt;10/10/18 - all completed, check mailed to resident</td>
<td>7/2/18 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Smith</td>
<td>429 Mirabay Blvd.</td>
<td>$21,104.00</td>
<td>Section I - Priority B</td>
<td>7/25/18 - resident sent intake form but no insurance docs&lt;br&gt;8/14/18 - resident sent insurance docs&lt;br&gt;11/15/18 - Board approved settlement offer&lt;br&gt;11/20/18 - settlement agreement sent to resident&lt;br&gt;12/18/18 - settlement agreement fully executed&lt;br&gt;1/1/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Cirillo (Foresman/Roberts)</td>
<td>501 Mirabay Blvd.</td>
<td>$18,199.00</td>
<td>Section I - Priority B</td>
<td>7/12/18 - resident submitted intake form&lt;br&gt;7/25/18 - resident submitted insurance docs&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;11/20/18 - sent new settlement agreement to new residents&lt;br&gt;12/18/18 - settlement agreement fully executed&lt;br&gt;1/11/19 - all completed, check mailed to resident</td>
<td>10/1/18 - 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>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</td>
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<td>8/1/18 - resident sent full insurance policy</td>
<td>10/1/18 - inspection report completed</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>1/9/19 - settlement agreement fully executed</td>
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<td>1/28/19 - all completed, check mailed to resident</td>
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<tr>
<td>Lamardo</td>
<td>5703 Tortoise Pl.</td>
<td>$52,819.00</td>
<td>Repaired</td>
<td>5/25/18 - resident submitted intake form and insurance policy</td>
<td>7/2/18 - inspection report completed</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 - resident to confirm ownership of property</td>
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<td>8/27/18 - sent settlement agreement to resident</td>
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<td>11/15/18 - Board approved new settlement offer</td>
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<td>11/20/18 - sent new settlement agreement to resident</td>
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<td>1/11/19 - settlement agreement fully executed</td>
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<td>1/28/19 - all completed, check mailed to resident</td>
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<tr>
<td>Vickers</td>
<td>415 Isleby 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</td>
<td>10/1/18 - inspection report completed</td>
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<td>6/14/18 - resident sent incomplete insurance policy</td>
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<td>7/31/18 - resident sent full insurance policy</td>
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<td>11/15/18 - Board approved settlement offer</td>
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<td>1/11/19 - settlement agreement fully executed</td>
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<td>1/28/19 - all completed, check mailed to resident</td>
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<tr>
<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</td>
<td>10/12/18 - inspection report completed</td>
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<td>4/16/18 - resident sent intake form but no insurance docs</td>
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<td>9/17/18 - resident sent incomplete insurance docs</td>
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<td>9/20/18 - resident sent full insurance policy</td>
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<td>1/17/19 - Board approved settlement offer</td>
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<td>1/28/19 - settlement agreement sent to resident</td>
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<td>2/6/19 - settlement agreement fully executed</td>
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<td>2/13/19 - requisition signed</td>
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<td>2/14/19 - all completed, check mailed to resident</td>
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<tr>
<td>Lane</td>
<td>5711 Tortoise Pl.</td>
<td>$0.00</td>
<td>Emergency</td>
<td>11/7/18 - resident sent intake form, needs to send insurance</td>
<td>2/6/19 - inspection report completed</td>
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<td>12/14/18 - resident sent insurance docs</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td></td>
<td>2/21/19 - Board approved no settlement amount</td>
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<tr>
<td>Seibert</td>
<td>5725 Sea Turtle Pl.</td>
<td>$14,853.00</td>
<td>Repaired</td>
<td>9/5/18 - resident sent intake form but no insurance docs</td>
<td>11/16/18 - inspection report completed</td>
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<td>10/16/18 - resident sent incomplete insurance docs</td>
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<td>10/18/18 - resident sent complete insurance docs</td>
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<td>11/16/18 - engineer's report completed</td>
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<td>1/17/19 - Board approved settlement offer</td>
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<td>1/28/19 - settlement agreement sent to resident</td>
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<td>3/12/19 - settlement agreement fully executed</td>
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<td>3/26/19 - all completed, check mailed to resident</td>
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<tr>
<td>Whetzel</td>
<td>5614 Skimmer Dr.</td>
<td>$15,825.00</td>
<td>Section I - Priority A</td>
<td>1/9/19 - resident sent intake form and insurance</td>
<td>2/6/19 - inspection report completed</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td>3/22/19 - settlement amount approved</td>
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<td>3/26/19 - settlement agreement sent to resident</td>
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<td>4/24/19 - all completed, check mailed to resident</td>
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<tr>
<td>Winegrad</td>
<td>5616 Skimmer Dr.</td>
<td>$22,895.00</td>
<td>Section I - Priority A</td>
<td>12/18/18 - resident sent intake form but no insurance docs</td>
<td>2/6/19 - inspection report completed</td>
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<td>1/9/19 - resident sent insurance docs</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td>3/22/19 - settlement amount approved</td>
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<td>3/26/19 - settlement agreement sent to resident</td>
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<td>4/5/19 - settlement agreement fully executed</td>
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<td>4/24/19 - 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>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<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 and photos 4/18/19 - Board approved settlement amount 4/25/19 - settlement agreement sent to resident 6/4/19 - settlement agreement fully executed 6/14/19 - all completed, check mailed to resident</td>
<td>3/8/19 - inspection report completed</td>
<td>COMPLETED</td>
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</tbody>
</table>

TOTAL PAID $782,797.63
TOTAL UNPAID $126,115.00
GRAND TOTAL $908,912.63
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
PROCEDURE FOR PROCESSING PROPERTY
DAMAGE REPAIR REQUESTS

This document represents the process property owners shall follow when submitting requests for repairs to the Harbor Bay Community Development District ("CDD") regarding property they believe has been adversely affected by the seawall located along the Mira Bay canal system. Owners believing their property damage is a result of the compromised seawall adjacent to their property, and wishing to make a request to the CDD for its financial participation in some portion of the repair of their property, shall follow the process this Property Damage Repair Request Protocol ("Protocol") establishes. The CDD will make a copy of this Protocol, along with the other documents referenced in this Protocol (Repair Request Form, Easement Repair Work Guidelines, etc.) available on its website, http://harborbaycdd.org/projects/upland-claims/.

1) Deadline to Request Upland Repair Contribution. Property owners are responsible for promptly notifying the CDD of the damage to property they believe has been caused by the canal seawall. Property owners must complete and submit the Repair Request Form and supporting documentation within 30 days of first becoming aware of the damage they believe has been caused by the seawall. The CDD reserves the right to deny any claim not submitted within 30 days of discovery of the damage believed to be caused by the seawall. The CDD further reserves the right to deny any claim for damage to property in which the property owner either purchased or built their home on or after February 2, 2018.

The CDD shall not render any opinions as to when said repairs are to be made. Property owners should make their own determinations regarding the timing and the need for repair of upland damages. In those circumstances where property owners wish to proceed with upland repairs before the adjacent seawall stabilization project has been completed, and are willing to waive any future damages associated with the completion of the stabilization project, then the CDD Board of Supervisors ("Board") will consider approving a financial settlement in advance of the completion of the seawall stabilization project, once the Repair Request Form and other required documentation have been received and processed in accordance with this Protocol.

2) Repair Request Form. The CDD will make available to the property owners on its website an intake form entitled, “Harbor Bay Community Development District Property Damage Repair Request Form” ("Repair Request Form" found at http://harborbaycdd.org/projects/upland-claims). Property owners shall complete and submit the Repair Request Form to the CDD along with the required additional documentation (specified below) and any additional information the property owner believes might be helpful to the CDD’s investigation. Property owners shall submit the Repair Request Form
and additional documentation to the District Manager. ¹ Per Paragraph 1, above, property owners are responsible for the prompt submission of the Repair Request Form.

a) In addition to the Repair Request Form, property owners shall submit the following documentation:

i. a copy of the property owner’s homeowners insurance policies in effect at the time the property owner first identified the property needing repair.

1. If Repair Counsel determines, upon a review of the property owner’s insurance policy(ies), that insurance coverage may be available, then the property owner must file a claim with his/her insurer. The District will not consider the property owner’s claim until the property owner has submitted to the District documentation regarding the disposition of that claim from his/her insurer.

2. This requirement mentioned in Paragraph 2(a)(i)(1), above, is not applicable to property owners that made an upland repair claim with the District on or before June 1, 2017.

ii. photos of the property needing repair.

b) The CDD has developed a list of contractors that are registered with the CDD to perform work within the CDD’s easement area. Property owners are not limited to the contractors on the CDD’s list; however, any contractor selected to work within the CDD’s easement must be approved by and registered with the CDD before performing any work within the CDD’s easement. For a list of the registered contractors, please consult the CDD’s website, http://harborbaycdd.org/projects/upland-claims/, or contact the Club Director.

3) **Completion of Repair Request Form.** Once the property owner submits the Repair Request Form and supporting documentation, the District Manager will acknowledge receipt and completeness of the documentation. The District Manager shall provide an acknowledgement of the completed Repair Request Form to the property owner within 7 days of the District Manager’s receipt of a completed Repair Request Form. If necessary, the District Manager will inform the property owner of additional information and/or documentation needed within 7 days of the District Manager’s receipt of an

¹ Currently the District Manager is Joseph Roethke, Rizzetta & Company, 9428 Camden Field Parkway, Riverview, FL 33578 (jroethke@rizzetta.com).
incomplete Repair Request Form. If the property owner fails to provide the additional information and/or documented within 28 days of the District Manager’s request, the property owner’s Repair Request shall be deemed denied.

4) **Inspection.** Upon receipt of a complete Repair Request Form and accompanying documentation, the District Manager will schedule a physical inspection of the property to take place within 30 days of the District Manager’s acknowledgment of the completed Repair Request Form. The lessor of 90 days after the original claim submission or within 30 days after the District has received at least 3 unsettled claim submissions. In most instances, the CDD will only conduct one inspection at each property location, although the CDD reserves the right to conduct more than one inspection if necessary.

With the CDD’s approval, special counsel, retained to assist with the implementation of this Protocol ("Repair Counsel"), will retain engineering and/or other technical support ("Repair Engineer") to conduct inspections with respect to the property owner’s requested upland repair. Within the timeframe established above, the Repair Engineer, and, if necessary, Repair Counsel, shall meet at the property for the purpose of investigating the property owner’s request. The property owner has the option to be present for this site visit.

5) **Report.** Within 45 days of the inspection, at the Repair Counsel’s express direction, the Repair Engineer shall prepare and submit a report ("Repair Report") to Repair Counsel. The Repair Report shall describe and analyze the relevant information, and determine whether any damage resulted from the seawall located along the Mira Bay canal system.

If the Repair Report determines that the property owner’s property has been adversely affected by the seawall located along the Mira Bay canal system, the CDD, through Repair Counsel, shall retain an independent third party, (i.e. contractor, design professional, and/or adjustor) to advise the Board regarding an appropriate settlement amount for the damage repair. The independent third party shall visit the property and provide its estimate to Repair Counsel within 30 days of Repair Counsel’s receipt of the Repair Report.

6) **Board Determination.** At least 7 days prior to the next scheduled meeting, Repair Counsel will advise the Board of the Repair Report’s conclusions and the independent third party’s repair estimate. The Board will consider those conclusions and estimates at the next available meeting, as agendas allow, and, provided the next meeting is at least 7 days after the Board members have been advised of the conclusions and estimates, the Board will determine whether to:

   a) enter into a settlement agreement with the property owner relating to the requested repairs and determine the amount of the CDD’s financial contribution to the repair work ("Settlement Agreement");
b) decline to enter a settlement agreement with the property owner and take no further action regarding the property owner’s claim;

c) direct additional investigation into the repair request; or

d) take any such other action as may be appropriate under the circumstances and in the best interests of the CDD.

7) **Implementation.** The District Manager shall notify the property owner who made the repair request within 7 days of the Board’s decision. In the event that the Board determines a repair is warranted, and before the CDD provides any funding, the property owner and the CDD shall enter into a Settlement Agreement establishing the rights and responsibilities of the property owner and the CDD in connection with that work. The CDD’s obligation to financially participate in any repairs is strictly conditioned upon the CDD and the property owner entering into a written Settlement Agreement. At a minimum, the Settlement Agreement shall:

a) specify the amount and timing of the CDD’s financial contribution;

b) require the property owner to execute a release of liability associated with the seawall, any upland damages, and any future damages related to any repairs the property owner undertakes as to the upland damages;

c) require the property owner to assign and/or subrogate to the CDD any applicable warranties and/or homeowner’s insurance policy rights to the extent of the CDD’s financial contribution of the repairs; and

d) the property owner(s) shall represent and warrant that they did not cause, contribute, and/or exacerbate any of the upland damage for which they are seeking the CDD’s financial contribution to repair; that they have not been a party to, nor are they currently a party to, litigation against the CDD regarding the seawall adjacent to their property; and that they have not contributed financially to any person and/or entity currently in litigation against the CDD regarding the seawall.

The CDD will make payment to the property owner within 30 days of the execution of the Settlement Agreement and in accordance with the terms of the Settlement Agreement. All work performed shall be engaged and performed under the direction of the property owner.

The District Engineer, in conjunction with outside engineers, has provided guidelines on how work within the CDD’s easement must be conducted. Property owners can find these guidelines on the CDD’s website.
(http://www.harborbaycdd.org/projects/upland-claims), and property owners should provide these guidelines to the contractors before obtaining estimates as the guidelines regarding work within the easement may impact a contractor’s pricing.

8) **Work in the Easement.** To the extent that the repair work will be performed within the CDD’s easement, the CDD shall have the right to inspect the work. Prior to the inspection, the following information should be forwarded to the District Manager:

   a) plans and related specifications outlining the completed repairs signed and sealed by an Engineer licensed in the State of Florida;

   b) a letter from the property owner’s Engineer of Record certifying the repairs were completed per the plans and specifications; and

   c) invoices outlining work completed.

Except to the extent that the work interferes with the easement rights of the CDD, the CDD shall not make any determinations as to the scope or the performance of the work. The CDD makes no representations or warranties, including but not limited to warranties of fitness or merchantability, regarding any repair work performed pursuant to this Protocol whether located in the easement or otherwise.
Summary of action items and associated timeframes:

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Download and complete Repair Request Form. Submit insurance policy.</td>
<td>Property Owner</td>
<td>Within 30 days of first becoming aware of damage</td>
</tr>
<tr>
<td>Acknowledge completed Repair Request Form</td>
<td>District Manager</td>
<td>7 Days from receipt of Form</td>
</tr>
<tr>
<td>Notify owner of incomplete Repair Request Form</td>
<td>District Manager</td>
<td>7 Days from receipt of Form</td>
</tr>
<tr>
<td>Review repair request and schedule inspection</td>
<td>District Manager &amp; District Engineer</td>
<td>30 Days after acknowledgement of complete Form Lessor of 90 days after claim submission or 30 days after District receives 3 unsettled claims</td>
</tr>
<tr>
<td>Issue a Repair report</td>
<td>Repair Engineer &amp; Repair Counsel</td>
<td>45 Days after the Inspection</td>
</tr>
<tr>
<td>Independent Third Party visits property and provides repair estimate</td>
<td>Repair Counsel &amp; Independent Third Party</td>
<td>30 Days after receipt of the Repair Report</td>
</tr>
<tr>
<td>CDD Board review and final determination</td>
<td>CDD Board</td>
<td>Next available CDD meeting (provided it is at least 7 days after the Board receives the conclusions and repair estimates reached from Repair Counsel)</td>
</tr>
<tr>
<td>Notify property owner of decision</td>
<td>District Manager</td>
<td>7 Days after Board’s decision</td>
</tr>
<tr>
<td>Settlement Agreement provided, reviewed, and accepted by CDD and property owner.</td>
<td>District Manager</td>
<td>Owner’s discretion</td>
</tr>
<tr>
<td>Applicable reimbursement payment issued by check to property owner</td>
<td>District Manager</td>
<td>Within 30 days of execution of Settlement Agreement</td>
</tr>
<tr>
<td>Work commences and completes</td>
<td>Property Owner</td>
<td>Owner’s discretion</td>
</tr>
<tr>
<td>Submit documents (plans &amp; specifications, engineer’s certification and invoices) to the District Manager</td>
<td>Property Owner</td>
<td>Owner’s discretion</td>
</tr>
<tr>
<td>Final CDD Inspection of work done in CDD easement and sign-off</td>
<td>District Engineer &amp; Repair Engineer</td>
<td>10 Business Days</td>
</tr>
</tbody>
</table>
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>Work Scheduled for 6-24-2019</td>
<td>In-Progress</td>
<td>7/15/2019</td>
</tr>
<tr>
<td>Pool Project</td>
<td>Greg Woodcock</td>
<td>Health Department Punchlist - GB Collins is lead - Working with CDD staff to have signs and slide gate installed</td>
<td>In-Progress</td>
<td>6/30/2019</td>
</tr>
<tr>
<td>Pool Retaining Wall Repair</td>
<td>Chris Gamache</td>
<td>Design is in progress - See project write-up for additional information</td>
<td>In-Progress</td>
<td>11/27/2019</td>
</tr>
<tr>
<td>Road Signage Compliance</td>
<td>Greg Woodcock</td>
<td>Obtaining proposals for signage relocations</td>
<td>In-progress</td>
<td>6/30/2019</td>
</tr>
</tbody>
</table>
Tab 7
<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>Complete - June 12, 2019</td>
</tr>
<tr>
<td>Barnacle scraping</td>
<td>1st Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>Complete - May 17, 2019</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>Complete - June 3, 2019</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>Complete - June 10, 2019</td>
</tr>
<tr>
<td>Grounds - Power washing</td>
<td>ongoing</td>
<td>ongoing</td>
<td>Landing Park boat ramp, tennis court (front) require power washing.</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>Complete - June 7, 2019</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 - 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>Searching for 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>In process</td>
</tr>
<tr>
<td>Shade Sales</td>
<td>1st Qtr. 2019</td>
<td>4th Qtr. 2019</td>
<td>In agenda for approval.</td>
</tr>
<tr>
<td>Tennis Court Fence</td>
<td>2nd Qtr. 2019</td>
<td>2nd Qtr. 2019</td>
<td>99 percent complete.</td>
</tr>
<tr>
<td>Tiki Tables &amp; Grills install</td>
<td>Summer 2018</td>
<td>3rd Qtr. 2019</td>
<td>Complete - June 8, 2019</td>
</tr>
</tbody>
</table>

If further information is needed, contact clubdirector@mirabayclub.com
Tab 8
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: May 31, 2019

RE: Playground Shade Proposals

Issue:

Provide shade for the Wolf Creek Park playground equipment. Upon review of all the estimates and considering various factors, to include cost, type of structure, prior experience with vendor, ability to quickly service structure in case of emergency, warranty, similar existing structures on property, appearance of shade structure and internet reviews, I recommend selecting the sail structure option.

Cost Estimates:

$33,248 to $75,281.

Motion:

Motion to approve the sail shade structure proposal submitted by Creative Shade Solutions for the amount of $57,850.

Attachments:

See below photos, concept pictures, drawings, proposals. from the three vendors that provided bids on this project.
## Harbor Bay CDD Playground Shade - 2019
### Proposal Comparison

<table>
<thead>
<tr>
<th></th>
<th>Creative Shade Solution</th>
<th>Awning Works</th>
<th>Korkat</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hip Shade Price:</strong></td>
<td>N/A</td>
<td>$39,904</td>
<td>Opt 1: $49,908</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Opt 2: $33,248</td>
</tr>
<tr>
<td>Price / square foot</td>
<td>N/A</td>
<td>$35.50</td>
<td>Opt 1: $23.45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Opt 2: $20.08</td>
</tr>
<tr>
<td><strong>Hip Shade Concept Pic: Yes/No</strong></td>
<td>N/A</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Sail Shade Price:</strong></td>
<td>$57,850</td>
<td>$41,140</td>
<td>$75,281</td>
</tr>
<tr>
<td><strong>Price / square foot</strong></td>
<td>$19.28</td>
<td>$55.45</td>
<td>$39.37</td>
</tr>
<tr>
<td><strong>Sail Shade Concept Pic: Yes/No</strong></td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Alternate Shade Price:</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Alternate Concept Pic: Yes/No</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Response to Question:</strong></td>
<td>Sail</td>
<td>Hip</td>
<td>Hip as there are no openings</td>
</tr>
<tr>
<td>Which type of shade structure would provide the most amount of shade compared to the others?</td>
<td>Sail</td>
<td>Hip</td>
<td>Hip as there are no openings</td>
</tr>
<tr>
<td><strong>Response to Question:</strong></td>
<td>Sail</td>
<td>All structures equipped with glide elbows - easy to take down</td>
<td>Both structures use a turnbuckle attachment system - easy to take down</td>
</tr>
<tr>
<td>Which easiest to take down in case of an impending major storm and why?</td>
<td>Sail</td>
<td>All structures designed to withstand 70-90 MPH winds</td>
<td>Wind sheet up to 76 MPH and 90 MPH gusts</td>
</tr>
<tr>
<td><strong>Response to Question:</strong></td>
<td>Sail - has a four post hip roof</td>
<td>All structures designed to withstand 70-90 MPH winds</td>
<td>Wind sheet up to 76 MPH and 90 MPH gusts</td>
</tr>
<tr>
<td>Which type of shade structure would handle high winds the best?</td>
<td>Sail - has a four post hip roof</td>
<td>All structures designed to withstand 70-90 MPH winds</td>
<td>Wind sheet up to 76 MPH and 90 MPH gusts</td>
</tr>
<tr>
<td><strong>Warranty information:</strong></td>
<td>20 years- steel; 10 years- fabric</td>
<td>10 years on both products</td>
<td>20 years on steel</td>
</tr>
<tr>
<td></td>
<td>20 years- foundation; 3 years- install</td>
<td></td>
<td>10 years on canopy</td>
</tr>
</tbody>
</table>

*Updated June 18, 2019*
## Creative Shade Solutions – Sail Shade

<table>
<thead>
<tr>
<th>QTY</th>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>DISCOUNT</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>76 post</td>
<td>70 x 40 - 76 posts shade structure 12' high</td>
<td>$3,100.00</td>
<td></td>
<td>$15,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>· (5) 30x30x30 triangle sails</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>8' OD post · 15' galv post</td>
<td>$1,500.00</td>
<td></td>
<td>$9,000.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>10' center OD post · 20' galvanized</td>
<td>$2,400.00</td>
<td></td>
<td>$2,400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>· quick release cable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>· Commercial 95 Fabric · 10 year</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>· color TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>install</td>
<td>full installation / materials / concrete</td>
<td>$24,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>· dirt removal</td>
<td>$1,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>pwr</td>
<td>option · Powder coated posts / frame</td>
<td>$2,100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>eng set</td>
<td>Drawings / Footers / Structure · for 105 mph winds</td>
<td>$1,200.00</td>
<td></td>
<td>$1,200.00</td>
</tr>
<tr>
<td>1</td>
<td>permit</td>
<td>permit application prep and submit</td>
<td>$750.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>perm fees</td>
<td>County / City permitting fees</td>
<td>$525.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Delivery / FOB Dest · Tampa</td>
<td>$575.00</td>
<td></td>
<td></td>
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</tbody>
</table>

**TOTAL DISCOUNT**

<table>
<thead>
<tr>
<th>SUBTOTAL</th>
<th>SALES TAX</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$57,850.00</td>
<td></td>
<td>$57,850.00</td>
</tr>
</tbody>
</table>

Quotation prepared by: Werner Furstenberg

This is a quotation on the goods named, subject to the conditions noted below:
- Site plan and or Survey must be provided by client/owner showing the property as needed for permitting.
- Client will do the locating services: call 811 before digging
- No site work included, client will fill any damaged underground pipe or wires.
- Client will provide water and electricity. Water and electric available on job site.
Measure distance
Click on the map to add to your path

Total area: 2,786.13 ft² (258.84 m²)
Total distance: 202.36 ft (61.68 m)
# Estimate

**AWNING WORKS INC.**

- 10820 US 19 N • Clearwater, FL 33764
- Pinellas: (727) 524-1118 • Hillsborough: (813) 708-1238
- Fax (727) 524-3110
- Visit our Showroom in Clearwater!

**Certified General Contractor • License: CGC1511475**

**Date:** 4/5/19

**Project:** Wolf Creek Swing Set Canopy

**Location:** Apollo Beach, FL

---

**Description**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location: Wolf Creek Park at Mira Bay 107 Manns Harbor Drive, Apollo Beach, FL 33572</td>
<td></td>
</tr>
<tr>
<td>Pre-Engineered Per Florida Building Codes</td>
<td></td>
</tr>
<tr>
<td>Framed Tension Hip Roof Canopy</td>
<td>32,545.83T</td>
</tr>
<tr>
<td>Standard Hip Shape Design</td>
<td></td>
</tr>
<tr>
<td>Aluminum Mesh Tension Shade Fabric</td>
<td></td>
</tr>
<tr>
<td>Non-Waterproof Mesh Fabric</td>
<td></td>
</tr>
<tr>
<td>Fabric Color: To Be Determined By Customer</td>
<td></td>
</tr>
<tr>
<td>Frame Color: White</td>
<td></td>
</tr>
<tr>
<td>Galvanized Steel Turn Buckles</td>
<td></td>
</tr>
<tr>
<td>Zinc-Plate Rust-Resistant Hardware</td>
<td></td>
</tr>
<tr>
<td>Vinyl Reinforced Corners</td>
<td></td>
</tr>
<tr>
<td>Columns Inground (4) Per Structure</td>
<td></td>
</tr>
<tr>
<td>Footers (Approximate Size)</td>
<td></td>
</tr>
<tr>
<td>Quantity: Eight (8)</td>
<td></td>
</tr>
<tr>
<td>Size: 5x5x4</td>
<td></td>
</tr>
<tr>
<td>Concrete PSI: 3500</td>
<td></td>
</tr>
<tr>
<td>Rebar Per Engineering</td>
<td></td>
</tr>
<tr>
<td>Approximate Dimensions:</td>
<td></td>
</tr>
<tr>
<td>Quantity: One (1) at 22' (W) x 22' (L) x 15' (H) Entry Height -19' to Highest Point PlaySet Canopy</td>
<td></td>
</tr>
<tr>
<td>Canopy</td>
<td></td>
</tr>
<tr>
<td>Quantity: One (1) at 32' (W) x 20' (L) x 12' (H) Entry Height -16' to Highest Point Swing Set Canopy</td>
<td></td>
</tr>
<tr>
<td>Shop Drawing</td>
<td></td>
</tr>
<tr>
<td>Product Price Includes All Materials, Manufacturing Labor And Equipment.</td>
<td></td>
</tr>
<tr>
<td>Installation Labor Price Non-Taxable</td>
<td>5,858.25</td>
</tr>
<tr>
<td>Florida Engineered Drawing</td>
<td>850.00</td>
</tr>
<tr>
<td>Permit and Administrative Costs (Approximate)</td>
<td>650.00</td>
</tr>
</tbody>
</table>

**Authorization to Proceed**

*If proceeding, please sign and return. Please remember to include required deposit. Thank you!*

**E-mail:** awnings@awningworksinc.com

**Page 1**
CUSTOMER

Mira Bay
107 Manns Harbor Drive
Apollo Beach, FL 33772

PROJECT NAME: Wolf Creek Swing Set Canopy
PROJECT LOCATION: Apollo Beach, FL

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTES:</td>
<td></td>
</tr>
<tr>
<td>Need Plans for Playground for Minimum Clearance Verifications.</td>
<td></td>
</tr>
<tr>
<td>Lead Time &amp; Terms: Price is Subject To Change If Dimensions Vary From Our Survey That Affect Increase Cost In Labor And Materials And/or If &quot;Easy&quot; Access Or Conditions For The Installation Is Not As Estimated.</td>
<td></td>
</tr>
<tr>
<td>LEAD TIME: (8-10 Weeks) After Approved Permitting or After Approved Drawing If No Permit Required.</td>
<td></td>
</tr>
<tr>
<td>TERMS: 50% Down, Balance At Install</td>
<td></td>
</tr>
<tr>
<td>Your Project LEAD TIME Begins When Both Your Deposit And Signed Estimate Have Been Received By Us Or Your Sales Representative. All Fabric And Valance Choices, Powder Coat Colors And Other Custom Selections Should Be Made Prior To Signing Your Estimate If At All Possible As These Variables Can Affect The Lead Time On Production And Manufacturing.</td>
<td></td>
</tr>
</tbody>
</table>

This estimate is valid for 30 days from the noted date. Due to the custom nature of the products offered herein, we have a "no refund" policy and all payments are due per the specified Terms & Conditions or as reflected above. Please be aware lead time can at times be beyond our control and affected by weather, availability of components and permitting processes. Lead times are expressed after receipt of deposit and after permits are issued. Unless noted otherwise we pass through all manufacturer warranties and offer a one year workmanship warranty from the date of installation. A 10% per year finance charge on the unpaid balance will be added for payments beyond the terms noted and all products provided herein remain the property of Awning Works Inc until paid in full.

Authorization to Proceed

If Proceeding, Please Sign and Return. Please Remember to Include Required Deposit. Thank You!

E-mail: awnings@awningworksinc.com

<table>
<thead>
<tr>
<th>REP</th>
<th>TERMS</th>
<th>LEAD TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>JLS</td>
<td>50% Down, Balance on Install</td>
<td>8-10 Weeks*</td>
</tr>
</tbody>
</table>

Sales Tax (0.0%) $0.00
TOTAL $39,904.08
# Estimate

**Customer:**
Mira Bay  
107 Manns Harbor Drive  
Apollo Beach, FL 33572

**Project Name:** Wolf Creek Shade Sails

**Project Location:** Apollo Beach, FL

---

<table>
<thead>
<tr>
<th>REP</th>
<th>TERMS</th>
<th>LEAD TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>JLS</td>
<td>50% Down, Balance on Install</td>
<td>10-12 Weeks</td>
</tr>
</tbody>
</table>

---

**Description**

- Project Location: Wolf Creek Park at Mira Bay
- Pre-Engineered per Florida Building Codes
- Cable Tension Canopy
- Custom Shade Sail Design
  - Style: Triangles
  - Rust Resistant Hardware
  - Kevlar Re-Enforced Corners
  - Quick Tension And Release Mechanisms, Cables, & Clamps
  - Sailnet Mesh Fabric (10-Year Limited Warranty) — Non-Waterproof
    - Color: To Be Determined By Customer
- Approximate Dimensions:
  - Quantity: One (1) at 17'4" x 28'4" x 27'8"
  - Quantity: One (1) at 27'8" x 24' x 25'4"
  - Quantity: One (1) at 29'4" x 23'5" x 19'6"
- Footers (Approximate Size):
  - Quantity: Five (5)
  - Concrete PSI: 3500
- Columns:
  - Column (1): 12.75" OD HSS 6x6x3
  - Column (2): 8" Schedule 40 3x3x3
  - Column (3): 10" Schedule 40 4.8x4.8x3
  - Column (4): 10" Schedule 40 4.8x4.8x3
  - Column (5): 8" Schedule 40 3x3x3
- Rebar Per Engineering
- Finish: Super Durable Marine Grade Powder Coat
  - Color: To Be Determined By Customer
- Product Price Includes All Materials, Manufacturing Labor and Equipment.

**Installation Labor Price**  
Non-Taxable  
6,606.80

**Florida Engineered Drawing**  
850.00

**Permit and Administrative Costs (Approximate)**  
650.00

---

**Total:**  
33,033.98

---

**Authorization to Proceed**

*If Proceeding, Please Sign and Return. Please Remember to Include Required Deposit. Thank You!*

**E-mail:**  
awnings@awningworksinc.com
# Estimate

**AWNING WORKS INC.**

- 10820 US 19 N • Clearwater, FL 33764
- Pinellas: (727) 524-1118 • Hillsborough: (813) 708-1238
- Fax: (727) 524-3110
- Visit our Showroom in Clearwater!

**PROJECT NAME:** Wolf Creek Shade Sails  
**PROJECT LOCATION:** Apollo Beach, FL

<table>
<thead>
<tr>
<th>REP</th>
<th>TERMS</th>
<th>LEAD TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>JLS</td>
<td>50% Down, Balance on Install</td>
<td>10-12 Weeks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOTES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>-Posts Must Be Installed Prior To Ordering The Fabric. Fabric Can Take Up To 4-Weeks To Be Delivered.</td>
</tr>
<tr>
<td>-Price Is Subject To Change If Dimensions Vary From Our Survey That Affect Increase Cost In Labor And Materials And/Or If &quot;Easy&quot; Access Or Conditions For The Installation Is Not As Estimated.</td>
</tr>
<tr>
<td>LEAD TIME: (10-12 Weeks) After Approved Permitting or After Approved Drawing If No Permit Required.</td>
</tr>
<tr>
<td>TERMS: 50% Down, Balance On Invoice</td>
</tr>
</tbody>
</table>

Your Project LEAD TIME Begins When Both Your Deposit And Signed Estimate Have Been Received By Us Or Your Sales Representative. All Fabric And Valance Choices, Powder Coat Colors And Other Custom Selections Should Be Made Prior To Signing Your Estimate If At All Possible As These Variables Can Affect The Lead Time On Production And Manufacturing.

This estimate is valid for 30 days from the noted date. Due to the custom nature of the products offered herein, we have a "no refund" policy and all payments are due per the specified Terms & Conditions or as reflected above. Please be aware lead time can at times be beyond our control and affected by weather, availability of components and permitting processes. Lead times are expressed after receipt of deposit and after permits are issued. Unless noted otherwise we pass through all manufacturer warranties and offer a one year workmanship warranty from the date of installation. A 10% per year finance charge on the unpaid balance will be added for payments beyond the terms noted and all products provided herein remain the property of AWNING Works Inc until paid in full.

Authorization to Proceed

If Proceeding, Please Sign and Return. Please Remember to Include Required Deposit. Thank You!
**PLAYGROUNDS & SITE AMENITIES**

**Name & Address for Bill To:**
Rizzetta & Company  
Harbor Bay CDD  
12720 Citrus Park Lane  
Tampa, FL 33625

**Ship To:**
Wolf Creek Park  
544 Manns Harbor Drive  
Apollo Beach, FL 32572

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
</table>
| **SHADE**                 | OPTION 1  
SHADE AS FOLLOWS:  
CUSTOM SHADE DESIGN - RECTANGLE SUPER DOME HIP SHADE: 56' LENGTH X 38' WIDTH X 13' ENTRY HEIGHT.  
(4) COLUMNS ON BASE PLATES + 6" SURFACING AT 12"X12".  
RAFTERS AT 7"X5" WITHOUT GLIDE ELBOWS.  
FRAME COLOR: TBD  
FABRIC COLOR: TBD | 1   | 23,647.00 | 23,647.00 |
| **INSTALL-SHADE**         | INSTALL-SHADE                                                                | 1   | 21,558.00 | 21,558.00 |
| **ENGINEERED DRAWINGS**  | ENGINEERED DRAWINGS WITH CALCULATIONS                                        | 1   | 1,100.00  | 1,100.00  |
| **PERMITTING**            | MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER $1,200.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES. | 1   | 1,200.00  | 1,200.00  |
| **FREIGHT**               | SHIPPING & HANDLING                                                         |     | 831.00   | 831.00    |
| **KORKAT CONTACT**        | MIKE STRIPPY  
813-360-4463  
mikes@korkat.com  
Total sales tax calculated by AvaTax |     | 1,572.24 | 1,572.24 |
|                           | Select this as a transaction's tax to use AvaTax |     | 0.00     | 0.00      |

Total $49,908.24

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install.

Please note that a 50% deposit is required at time of order if installation is included. 100% payment is due at time of order for all equipment only purchases. Municipalities and schools are exempt from deposits with a valid purchase order.

**Phone #** 770-214-9322  **Fax #** 770-214-9323  **E-mail** KristinaH@KorKat.com

Total $49,908.24

Signature
### Hip Shade

<table>
<thead>
<tr>
<th>Length</th>
<th>56</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>38</td>
</tr>
<tr>
<td>Entry Height</td>
<td>13</td>
</tr>
<tr>
<td>Peak Height</td>
<td>20.67</td>
</tr>
<tr>
<td>Elbow</td>
<td>Standard</td>
</tr>
<tr>
<td>Column Mount</td>
<td>Base Plate</td>
</tr>
<tr>
<td>Column Size</td>
<td>12'12.25</td>
</tr>
<tr>
<td>Rafter Size</td>
<td>8'10.25</td>
</tr>
<tr>
<td>Ridge Size</td>
<td>8'10.25</td>
</tr>
<tr>
<td>Column Length</td>
<td>13.5</td>
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<tr>
<td>Rafter Length</td>
<td>27.014823</td>
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<tr>
<td>Ridge Length</td>
<td>20.790897</td>
</tr>
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</table>

### Square Footing

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<thead>
<tr>
<th>Column</th>
<th>Length &amp; Width</th>
<th>Depth</th>
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</thead>
<tbody>
<tr>
<td>Single Cap</td>
<td>6'38</td>
<td>3</td>
</tr>
<tr>
<td>Double Cap</td>
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<td>3</td>
</tr>
</tbody>
</table>

### Auger Footing

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<tr>
<th>Diameter</th>
<th>Single Cap Depth</th>
<th>Double Cap Depth</th>
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<tbody>
<tr>
<td>1'-6&quot;</td>
<td>69.33</td>
<td>N/A</td>
</tr>
<tr>
<td>2'-0&quot;</td>
<td>33.80</td>
<td>N/A</td>
</tr>
<tr>
<td>2'-6&quot;</td>
<td>24.6</td>
<td>N/A</td>
</tr>
<tr>
<td>3'-0&quot;</td>
<td>17.28</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**REINFORCEMENT:**

- #5@9" EACH WAY TOP & BOTTOM
- #5 VERTICALS @ 9" O.C.
- #3 RINGS @ 12" O.C.

---

**SHADE**

**QUOTE:**

179460

**SHADE SIZE:**

56 X 38

**SHADE STYLE:**

Hip Shade

*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1500 PSF soil bearing pressure.*
**Estimate**

**PLAYGROUNDS & SITE AMENITIES**

**Name & Address for Bill To:**
Rizzetta & Company  
Harbor Bay CDD  
12720 Citrus Park Lane  
Tampa, FL 33625

**Ship To:**
Wolf Creek Park  
544 Manns Harbor Drive  
Apollo Beach, FL 32572

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHADE</td>
<td>SUPER DOME RECTANGULAR HIP SHADE 46' X 36' X 12.5' ENTRY HEIGHT. 12' ABOVE SURFACING MATERIAL. (4) COLUMNS ON BASE PLATES AT 10X10X1/4&quot; RAFTERS AT 7X5X3/16&quot; WITHOUT GLIDE ELBOWS FRAME COLOR: WHITE FABRIC COLOR: TRUE BLUE <em>NOTE GLIDE ELBOWS N/A ON SHADES &lt; 1100 SQ. FT</em> <em>NOTE BASE PLATES ONLY FOR SUPER DOME SHADES</em> INSTALL-SHADE ENGINEERED DRAWINGS PERMITTING MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER $1,200.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES. SHIPPING &amp; HANDLING SALES TAX WILL BE REMOVED FROM THE INVOICE ONLY WHEN A VALID TAX EXEMPTION CERTIFICATE HAS BEEN RECEIVED. ALL ESTIMATES MUST BE SIGNED WITH SALES TAX ON THE ESTIMATE. THIS IS ONLY FOR THE ESTIMATE STAGE AND CAN BE REMOVED FROM THE INVOICE. THANK YOU.</td>
<td>1</td>
<td>14,301.00</td>
<td>14,301.00</td>
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<tr>
<td>INSTALL-SHADE</td>
<td>ENGINEERED DRAWINGS</td>
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<td>13,093.00</td>
<td>13,093.00</td>
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<tr>
<td></td>
<td>PERMITTING</td>
<td>1</td>
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<td>1,100.00</td>
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<td></td>
<td></td>
<td>1</td>
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<td>FREIGHT</td>
<td></td>
<td>1</td>
<td>1,563.00</td>
<td>1,563.00</td>
</tr>
</tbody>
</table>

**Total**

**Signature**
**PLAYGROUNDS & SITE AMENITIES**

**Name & Address for Bill To:**
Rizzetta & Company  
Harbor Bay CDD  
12720 Citrus Park Lane  
Tampa, FL 33625

**Ship To:**
Wolf Creek Park  
544 Manns Harbor Drive  
Apollo Beach, FL 32572

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
</table>
| KORKAT CONTACT        | MIKE STRIPPY  
813-360-4463  
mikes@korkat.com  
Total sales tax calculated by AvaTax  
Select this as a transaction's tax to use AvaTax | 1,991.55 | 1,991.55 | 0.00   |

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install.

Please note that a 50% deposit is required at time of order if installation is included. 100% payment is due at time of order for all equipment only purchases. Municipalities and schools are exempt from deposits with a valid purchase order.

**Total**  
$33,248.55

**Phone #**  770-214-9322  
**Fax #**  770-214-9323  
**E-mail**  BBblankenship@KorKat.com  
**Signature**
SOLAR SHADE STRUCTURE HIP DESIGN

Date: 8/28/2018
Proposal #: 225588866655

Dimensions:
- 58.41 x 36
- 7050 x 7.06
- 1010 x 19.6
- Base Plate 20 x 20 x 1
- Square Feet = 1656

Reinforcement:
- 4.9 x 4.9 x 3 --- Reinf. 6-#5 EW

Concrete:
- Rebar Total: 0 - # 5 EW
- Concrete Total: 10.67 Cy

Footer:
- Multiple caps

TYPICALLY FOOTER SIZE SHOWN, ACTUAL FOOTER WILL VARY BASED ON LOCAL SOIL CONDITIONS AND APPLICABLE CODES.

<table>
<thead>
<tr>
<th>QTY</th>
<th>Rows</th>
<th>L</th>
<th>W</th>
<th>H</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>46'</td>
<td>36'</td>
<td>12'</td>
<td>SOLAR SHADE STRUCTURE HIP DESIGN</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>COLUMNS ON BASE PLATES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>POWDER COATING COLUMNS &amp; HOOPS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STEEL COLOR: TO BE SELECTED FABRIC COLOR: TO BE SELECTED</td>
</tr>
</tbody>
</table>

Design by:
Superior Shade
150 Adamson Industrial Blvd, GA 30117
Fax: 770 834-6495
www.superiorshadeinc.com Email: Sales@superiorshadeinc.com
Name & Address for Bill To:
Rizzetta & Company
Harbor Bay CDD
12720 Citrus Park Lane
Tampa, FL 33625

Ship To
Wolf Creek Park
544 Manns Harbor Drive
Apollo Beach, FL 32572

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
</table>
| SHADE         | OPTION 2
CUSTOMER SHADE DESIGN - COLUMNS FOR CUSTOM SAIL SHADE:
(2) COLUMNS: 10" SCH 40
- 1 @ 14' HT + 6" RECESS TO BASE PLATE.
- 1 @ 16' HT + 6" RECESS TO BASE PLATE.
(2) COLUMNS: 16" SCH 40
- 1 @ 14' HT + 6" RECESS TO BASE PLATE.
- 1 @ 16' HT + 6" RECESS TO BASE PLATE.
(1) COLUMN: 18" SCH 40 @ 20' HT + 6" RECESS TO BASE PLATE.
FRAME COLOR: TBD
SHIPPING WEIGHT: 6,217 LBS
CUSTOM SHADE DESIGN - CANOPIES FOR CUSTOM SAIL SHADE:
(2) TRIANGULAR CANOPIES EACH FITTING AN OPENING APPROXIMATELY 28' X 38' X 47" WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS.
(1) TRIANGULAR CANOPY TO FIT AN OPENING APPROXIMATELY 47' X 47' X 56" WITH QUICK TENSION AND RELEASE MECHANISMS, CABLES, & CLAMPS.
FABRIC COLOR: TBD
SHIPPING WEIGHT: 232 LBS
NOTE: COLUMNS / WALL BRACKETS MUST BE INSTALLED BEFORE FABRIC MEASUREMENTS ARE TAKEN TO ASSURE PROPER FIT.
INSTALL-SHADE | 1 | 27,181.00 | 27,181.00 |
|               | 1 | 9,627.00  | 9,627.00  |
|               | 1 | 32,854.00 | 32,854.00 |

Total
Signature

Phone #    Fax #    E-mail
770-214-9322 770-214-9323  KristinaH@KorKat.com
**Estimate**

Lanier Plans, Inc. dba Korkat  
221 Cable Industrial Way  
Carrollton, GA 30117  
770-214-9322

**Date** 5/15/2019  
**Estimate #** 39519

---

**PLAYGROUNDS & SITE AMENITIES**

**Name & Address for Bill To:**  
Rizzetta & Company  
Harbor Bay CDD  
12720 Citrus Park Lane  
Tampa, FL 33625

**Ship To:**  
Wolf Creek Park  
544 Manns Harbor Drive  
Apollo Beach, FL 32572

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>ENGINEERED DRAWINGS</td>
<td>ENGINEERED DRAWINGS</td>
<td>1</td>
<td>1,100.00</td>
<td>1,100.00</td>
</tr>
<tr>
<td>PERMITTING</td>
<td>MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER $1,200.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES.</td>
<td>1</td>
<td>1,200.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>FREIGHT</td>
<td>SHIPPING &amp; HANDLING</td>
<td></td>
<td>831.00</td>
<td>831.00</td>
</tr>
</tbody>
</table>

**KORKAT CONTACT**  
MIKE STRIPPY  
813-360-4463  
mikes@korkat.com

**Total sales tax calculated by AvaTax**  
Select this as a transaction's tax to use AvaTax  
2,488.58  
0.00  
**Total**  
$75,281.58

---

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install.

Please note that a 50% deposit is required at time of order if installation is included. 100% payment is due at time of order for all equipment only purchases. Municipalities and schools are exempt from deposits with a valid purchase order.

**Phone #**  
770-214-9322

**Fax #**  
770-214-9323

**E-mail**  
KristinaH@Korkkat.com

**Signature**  
Page 2
Fabric Connection

Footage Detail

Column & Footing Schedule

<table>
<thead>
<tr>
<th>Column ID</th>
<th>Column Size</th>
<th>Est. Footing Size</th>
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<tbody>
<tr>
<td>C1</td>
<td>10&quot; SCH40</td>
<td>4.5&quot; x 4.5&quot; x 3.0&quot;</td>
</tr>
<tr>
<td>C2</td>
<td>18&quot; OD HSS</td>
<td>10.0&quot; x 10.0&quot; x 3.0&quot;</td>
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These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.
Tab 9
TO: Board of Supervisors ("Board")
    Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: June 13, 2019

RE: Software Management System

**Issue:**

The software management system (FMX) will be used to manage work orders and preventative maintenance tasks.

The Club Director and Supervisor Wick conducted the FMX implementation kickoff meeting with the vendor on May 22, 2019. The meeting covered the FMX implementation process, the next steps in launching the software system at Harbor Bay, and the software user type guide, which breaks down the common user groups.

On May 27, Supervisor Wick conducted a meeting with the FMX vendor to discuss specific site data and preparation for the initial admin training session. On June 13, the Club Director and Supervisor Wick conducted initial software administrative training. The training focused on logging into the system as a few different user types that provided perspectives on what users can see and do within the FMX site. Also, during the training, the various forms and workflow processes were confirmed and admin settings were reviewed. Training for the Club Manager will be conducted during the week of June 17.
Tab 10
To: Board of Supervisors ("Board")

Harbor Bay Community Development District

From: Cardno

RE: Pool Restrooms

Pool Restrooms

At the May board meeting I received verification of scope of services. CDS is updating his proposal to include two light fixtures over the restroom stalls. Once Cardno receives the proposal and verifies it is under the approved, we can move forward with the project. CDS is preparing a schedule for construction and I will update staff when we receive it. Cardno will also work with WTS when we receive the schedule to verify it does not affect any planned events.
Tab 11
To: Board of Supervisors (“Board”)  
Harbor Bay Community Development District

From: Cardno

RE: Street Signs

Street Signs

Cardno has been in touch with multiple contractors regarding the street sign maintenance. It has been brought to our attention that District Staff cannot modify the existing signage. Cardno is working with vendors to obtain proposals for all necessary signage modifications/replacements. Cardno will have proposals from contractors at the end of June and will move forward with the project if the proposals are under the amount previously approved by the board. The new sign posts take approximately 3-6 weeks to order. Cardno anticipates work to start on the project mid-August and be completed around the 1st of September.
TO:        Board of Supervisors ("Board")
          Harbor Bay Community Development District ("District")
FROM:      Harbor Bay Club Director
DATE:      June 12, 2019
RE:        Power Washing

**Issue:**

Power Washing.

The highlighted areas in the attachments have been power washed since the previous Harbor Bay CDD meeting.

**Attachments:**
Tab 13
To:    Board of Supervisors (“Board”)

Harbor Bay Community Development District

From:   Cardno

RE:   Pool Mooring Post Repair

Pool Mooring Post Repair

Design is 90% complete. Cardno anticipates obtaining drawings to review by June 24th. If no comments are generated regarding the repairs the plans will be submitted for permitting July 1st. Obtain Hillsborough County Permit End of August. Begin Construction September and be finished November 27, 2019.
To: Board of Supervisors (“Board”)
Harbor Bay Community Development District

From: Cardno

RE: Pool Palm Planters/Landscape

Pool Palm Planters/Landscape

Cardno has an onsite meeting with CDS on June 26 to review the project and concept sketches provided by Canin to obtain a cost for permitting and construction of the palm planters. Cardno will review schedule with WTS so we do not interfere with events. Preliminary schedule is to obtain a proposal from CDS the first week of July. Permitting will be required for this project and will be completed around the end of July. Construction can begin in August. We would schedule the construction to start after school is back in session.
Tab 15
TO: Board of Supervisors (“Board”)
Harbor Bay Community Development District (“District”)

FROM: Harbor Bay Club Director

DATE: June 11, 2019

RE: Painting of Buildings

Issue:

Painting of Buildings.

During the month of May, the Club Director met with several Mira Bay residents, staff members and key Mira Bay stakeholders to discuss the painting of the Clubhouse and other buildings associated with the upcoming major painting project. The Club Director was provided with several ideas, recommendations, techniques, etc. that will cohesively tie together the entire amenity complex with the approved existing color scheme.

On June 11, the Club Director met with the paint Contractor representative to discuss the contract details, confirm the general project work schedule, scope of work, preparation, specifications, mandatory reports, various project requirements, and paint colors. The Contractor representative confirmed the painting project will begin July 7, and that the project will be complete within 90 days the project commencement date. The Club Director was also advised by the Contractor that the paint product representative would schedule a meeting with the Club Director not later than June 14, to discuss paint colors.
During the months of June and July, all Celebration Bermudagrass shall receive an application of 10-0-10 fertilizer & all St. Augustine turf shall receive an application of 16-0-8 fertilizer. All necessary herbicide/insecticide treatments shall also be applied. All Ornamentals shall receive a foliar spray of Micro Nutrients and all Palms shall receive treatments for insects, fungus & bores.

What is occurring with a huge amount of Mammy Crotons throughout the property? Just like the defoliation of the Snowbush, this occurred last year as well, and my hope was that a preventative spray would have been applied to keep this from happening again.

The following are action items for Lee Te Kim Lawn Care & Nursery to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation.

1. Turning onto Villemaire from, US 41, there are moderate weed issues on the berm along the wall along Manns Harbor.

2. Remove Dog Fennel from the Crown of Thorns between the sign wall and the column of AP signage. Also remove weeds from the below the sign panel on the structure itself.

3. Maintain a consistent height on the Sweet Viburnum hedge at the AP clubhouse parking lot.

4. Remove weeds from the planter between the pool deck and sidewalk along parking lot of AP clubhouse.

5. Tree straps are still hanging from trees on the SE leg of AP Drive. Some trees also need to be lifted, even though they are still very small.

6. Remove dead Petite Salmon Oleander from the US 41 berm across from the intersection of 12 St. behind Harbour Isles.

7. Check some of the Mammy Croton coming through the pool gate from the MiraBay Club for scale. There is a mottling of the leaves which might be new (or old) sooty mold.

8. Although the Dwarf Red Ixora on the pool deck are in full bloom & look great, we need to keep them clipped back in a little tighter manner so they do not encroach onto the pool deck.

9. The Arboricola at the edge of the bridge crossing also needs to be kept smaller so it does not encroach.

10. The Dwarf Firebush in the area between the back of the pool deck and the Outfitters is currently pushing 8’-9’ tall and encroaching through the fence. I’d like to establish a maximum height on that plant in that area to 1’ above the fence and maintain each plant in mounded, compact shape. Do not allow to grow through fence.

11. Inspect at least one branch on an Ixora for fungus next to the camera/speaker pole near the middle of the pool deck. Remove diseased branch and apply fungicide if necessary, so disease does not spread. (Pic 11>)

12. Anytime single, scraggly plants remain in a bed which was once full, for now, remove single plants.
13. Make sure the Ti Plant leaves are constantly being collected and disposed of. There seem to be many underneath the slide area, perhaps from the chlorine overspray.

14. Mammy Croton near the pool pump area outside the pool deck needs to be maintained at a lower, uniform height. Arboricola here also needs to be reduced in size.

15. Single plants (including Juniper, Ixora and some Hawthorn) in the totlot still need to be removed.

16. Remove a couple Foxtail Palm fronds hanging from the tree behind the spa. Also remove fruit pods.

17. Remove dead/dying Hawthorn in the bed near the dumpster area. In the same area, lift trees above the pavers by the drop-off area. The plants in the mini-island of the drop-off area need to be reduced.

18. Flush cut three East Palatka Hollies surrounding the pump & well adjacent to the totlot.

19. Maintain the hedge outside the fence of Anchor Cove adjacent to the parking lot. Remove volunteer plants and even height. (see >)

20. Mammy Croton under the Oak tree nearest the backflow preventer in the front yard of the MiraBay Club are in moderate wilt. Since the Oak is winning the water war here, we should increase watering times.

21. Make sure rubber mulched beds around the benches in the same area are being line trimmed and edged.

22. If the drip emitter zone(s) for the established trees is no longer required, can we cap these emitters off below ground and abandon the zone(s)? There is one missing the emitter near the two benches in the front yard.

23. Prevent Split-Leaf Philodendron from encroaching onto the sidewalk near the backflow preventer, but also remove all dead material from inside the plants.
24. Epicormic growth still needs to be removed from many trees that were previously pruned. (Pic 24)

25. As mentioned in the summary, much of the Mammy Croton in the community are displaying the same defoliation as these plants adjacent to the sidewalk leading up to the front of the MiraBay Club, in front of the tennis center as well as across the second Manns Harbor bridge. These are areas where I think a preventative spray as well as follow-up applications could have been applied to these plants since this is a recurring problem. Those on the bridge have continued to worsen over my past two visits to MiraBay in 3-5 weeks. (Pics 25a, b & c)

26. Just outside the Welcome Club along Manns Harbor, remove a bed of scraggly Crown of Thorns underneath a Medjool Palm.

27. Petite Salmon Oleander needs to be reduced in height in front of the Manns Harbor Guardhouse and mammy Crotons are defoliating here as well.

28. Kim’s Nursery needs to be placing stakes in areas where anything has been chemically treated. This is the law.

29. I did not see a rain shut-off device in the Covesound Way cul-de-sac. These are also required.
30. In the area surrounding the triangular retention pond on Manns Harbor between Point Harbor Lane and Brighton Shore Dr., eradicate all weeds in the beds up the slope toward the wall along the US 41 berm, but also we will need to keep our eyes on a couple dying Pines. We’ve already removed several dead Pines in this area. Maintain a consistent height on the hedges along the wall. (at least within the same plant type) (see below)

31. There are many trees throughout the community where the tree ring is loaded with Oak suckers. These need to be hand-removed and not sprayed.

32. Remove Bitter Melon vine from the Podocarpus on the south side of Manns Harbor, west of the eastern leg of Brighton Shore.

33. There are also volunteer tall plants between the Podocarpus & Arboricola along the wall that need to be removed.

34. Remove dead limbs or limbs that have fallen from the Pines along Manns Harbor.

35. Virginia Creeper is rearing its ugly head throughout the community and crews need to stay on top of it.

36. Maintain Arboricola at an even height along the wall leading up to the triangular yard on Manns Harbor before getting to Bay Breeze. It is low when in front of the Feijoa, but raises past this point. It is preferred to have it low the entire run. Also in this same area, there is Mexican Petunia coming up in the Podocarpus that needs to be removed.

37. Inspect the Liriope underneath the Wolf Creek Park signage for yellowing and browning out. Treat accordingly.

38. Maintain the Sandankwa Viburnum hedge along Wolf Park at a consistent height.

39. Eradicate weeds in triangular islands around the Manns Harbor roundabout and reduce height on taller plant material.

40. The CDD-owned area near the Lift Station on Manns Harbor still needs to be detailed. Although everything is landscaped, the county owns the lift station tract and Park Square owns a small tract on the other side of Manns Harbor, but the CDD owns and maintains the square tract in front of the Lift Station. (see below)

41. The trail leading from Manns Harbor to Bay Breeze needs to be kept weed-free and edged at all times.
42. At all times keep plant material on the MB Blvd. medians on either side of the Manns Harbor Intersection trimmed to a height of app. 24” above surrounding asphalt so oncoming traffic can be seen from every direction.

43. There are more defoliating Mammy Crotons at the pedestrian gates on the outbound lanes of MB Blvd.

44. All plant material at the main entrance feature needs to be reduced in height. Tall Crown of Thorn are covering up the Ti Plants, the Ti Plants are covering up the gas lanterns, etc. Everything needs to be trimmed down.

45. Also the Mammy Croton in front of the pedestrian gate on the inbound side needs to be drastically reduced as pedestrian cannot be seen when standing there.

46. Leaves need to be blown out of the beds at the Tennis Center.

47. Crews still need to remove defoliating/dead Dwarf India Hawthorn on either side of the tennis Center front yards.

48. Podocarpus should be allowed to grow together so a complete, solid hedge is formed as opposed to individual plants. (Pic 48)

49. There are moderate weed issues in the Bermuda turf between the outer fence and the championship court. Spot treat accordingly.

50. Ti Plants need to be reduced in height in front of the gas lanterns on the median behind the MB Blvd. Guardhouse.

51. Remove any hanging broken branches from any trees along MB Blvd. leading up to Ibisview.

52. What were the lab test results that were sent away to find out the cause of the yellowing and thinning of two Screw Pines on Skimmer?

53. Drip tubing has never been corrected on the back side of the Skimmer cul-de-sac where vehicles keep coming over the curbing. On the same cul-de-sac, some previously damaged Juniper appears to have been trimmed out, but the area is still largely a muddy mess and requires more attention. Has irrigation been checked here for damage? It also requires new mulch.

54. Eradicate weeds in medians leading into Seacrest.

55. Tree rings at northern end of Golden Isle need to be detailed.

56. Old flower stalks need to be removed from the Washington palms along Sunset Crest Ct. in SeaCrest.

57. Make sure Roebelenii Palms leaving SeaCrest are getting enough fertilizer. Many are faded green or yellowing.

58. Remove all dead Hawthorn along the Viburnum hedge leading into Landing Park along MiraBay Blvd. as well as along the driveway leading to the parking lot.
59. Most all huts/pergolas in the landing Park need to have the vegetation surrounding them reduced in height and thickness to improve visibility from the parking lot as well as from surrounding homes. (Pics 59a & b)

64. Reclinata Palm on Beacon Sound needs to have dead fronds and fruit removed. Continue to trim out browning Juniper in this cul-de-sac and treat for Spider Mite if that is the cause. Eradicate weeds. (Pic 64)

65. A Sylvester Palm on Merritt Island that we’ve been watching improve and then decline has finally declined past the point of recovery. It is afflicted with Lethal Bronzing. We will get a proposal to remove (flush cut) (Pic 65)

66. Is the cause of the Juniper yellowing on the Merritt Island cul-de-sac due to car damage, water or Spider Mite? The plants are yellowing first which leads me to believe the cause is Spider Mite. Treat accordingly.

67. Both buffers on the backs of both ponds coming into the MB roundabout need to be detailed.
68. Completely remove a Tree Ligustrum in the south rear lake buffers at MB roundabout that has come back from the roots.

69. Plant material on all the triangular medians surrounding the MB roundabout need to be lowered, especially those at the Bay Estates entrance.

70. In the buffer to the left of the entrance into Skimmer Isle, lift the Tree Ligustrum and make sure there is a clear delineation between the bottoms of the trees and the plants below.

71. Delineate between the Mammy Croton and the King Sago Palms on the MB Blvd. roundabout.

72. I’m taking another photo of the Sylvester on the side of the MB Blvd. roundabout on the Tybee Island extension side. It continues to exhibit symptoms of Lethal Bronzing. (Pic 72)

73. Remove completely brown Hawthorn (and soon, two more) from the MB Blvd. median at the end. This entire cul-de-sac needs to have mulch installed and Juniper trimmed out. Inspect drip tubing. (Pic 73>)

74. Coming into Bay Estates, remove broken limb from first Oak on Tybee Island.

75. Check for grubs or sod webworm in the turf near the boat lift. A flourish of moths were flying from the turf as I walked through it.

76. There is a large amount of Bismarck Palm fruit that have fallen to the ground at the boat lift that need to be removed.

77. Why are there so many burn spots in the first open lawn of turf on Islebay?

78. I hope this was not cause by RoundUp spray. If this does not quickly recover, we will need to have new turf installed on Islebay. Eradicate Bermuda from the tree rings. (Pic 78)

80. Even out the Sandankwa Viburnum hedges on both sides of the bridge leading into the 800 block of Islebay.

81. Diagnose the cause of the large patch of dying turf in the 800 block of Islebay. Is this a hotspot caused by a clogged head? Is it fungal in nature? Treat accordingly.

82. Another vehicle has come over the curb on the oblong cul-de-sac of Islebay. Check for irrigation damage and remove any damaged plants.
1. Staff will gather proposals to fill in the bare areas on the Admiral Pointe median (outbound lanes) with 3 Gal. FULL, Mammy Crotons. Use existing spacing. (Pic 1)

2. Staff will gather proposals to fill in the tip of the AP median with Magnificent Crotons with 3 Gal. FULL plants. Use existing spacing. (Pic 2)

3. Staff will gather proposals to flush cut 2-3 dead Pine trees on the US 41 side of the berm in the first and second clusters of Pines.

4. Staff will get a proposal to flush cut an almost-dead Sylvester on Merritt Island. (Pic 4)
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:

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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

---

**Capital Land Management**

By: ______________________

Name: ____________________

Date: _____________________

---

**MiraBay CDD**

By: ______________________

Name: ____________________

Title: _____________________

Date: _____________________
EXHIBIT “A” (Limits of Work)
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")
FROM: Harbor Bay Club Director
DATE: June 11, 2019
RE: Community Landscaping

**Issue:**

Community Landscaping.

The Club Director conducted weekly landscaping meetings with LTK staff over the course of the last month. In addition, on June 7, the Club Director met with the LTK office manager to discuss methods to improve communication between the Club Director’s office, the CDD BOS, the WTS staff and the Mira Bay community in general. The Club Director and the LTK office manager also discussed various contract items, mandatory reports, and how the two entities can develop methods to assist each other in meeting requirements related to Mira Bay landscaping issues, various contract items and reporting requirements.

On June 11, LTK completed the installation of six Chinese Fan palms at the end of Bali Bay near the Boat Lift. These palms are the replacements for the palms that were destroyed by a driver in November 2018. The Club Director has been in contact with the driver’s insurance company and settlement for the palms is expected by mid-June 2019. Below are photos taken by the Club Director of the new palms on June 11, 2019.

Also, on June 7, the Club Director conducted a Field Inspection of the Harbor Bay property with the Rizzetta Senior Field Inspector for Mira Bay. The BOS Liaison for Landscaping was in company during the inspection.
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Proposed Budget
Harbor Bay Community Development District
General Fund
Fiscal Year 2019/2020

Chart of Accounts Classification

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243

Landscape Maintenance - General
Lighting Maintenance & Repair
Landscape Maintenance - Sea Crest
Landscape Maintenance - Optional Areas
Landscape - Fertilization
Landscape - Pest Control
Irrigation Repairs and Maintenance
Landscape - Mulch
Landscape - Annuals
Landscape Replacement Plants, Shrubs, Trees
Hand Watering
Field Services
Minor Void Repairs
Freeze Protection
Road & Street Facilities
Street/Parking Lot Sweeping
Maintenance
Sidewalk Repair & Maintenance
Street Sign Repair & Replacement
Roadway Repair & Maintenance
Parks & Recreation
Onsite Staffing/Employment
WTS Management Fee
Facility Contribution - Mirabay Club
Building Repairs & Maintenance
Maintenance Supplies
GEM Car Repairs & Maintenance
Pest Control
Clubhouse Audio Equipment
Computer Support, Maintenance & Repair
Project Management System
Cleaning Supplies
Pool Operation & Maintenance
Pool Heater Maintenance
Facility A/C & Heating Maintenance & Repair
Sign Maintenance & Repairs
Cell Phone - Maintenance Staff
Printing Supplies
Office Supplies
Playground Repairs
Telephone/Internet-Gate, Boat Lift & Club
Boat Lift Sling Repairs & Maintenance
Holiday Decorations
Tennis Court Maintenance & Supplies
Basketball Court Maintenance & Supplies
Elevator Maintenance
Dog Waste Station Supplies
Admiral Pointe Operations
WTS Management Fee
Pool Operation & Maintenance
Electric Utility - Amenity Facilities
Water Utility - Amenity Facilities
Supplies
Clubhouse Pest Control
Building Repairs & Maintenance
Telephone/Internet
Contingency
Miscellaneous Contingency
Field Operations Subtotal

Projected
Annual
Totals
2018/2019

Actual YTD
through
03/31/19

Annual
Budget for
2018/2019

Projected
Budget
variance for
2018/2019

Budget for
2019/2020

Budget
Increase
(Decrease)
vs 2018/2019

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9,600
8,350
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23,700
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(45,740)
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32,757

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65,514

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426,808

$

361,294

$

294,971

landscape inspections
in-house maintenance staff
if necessary

combine lines 157/158/160/161
removed
removed
removed
RASI contract
club funding
more projects done in-house
gem car + truck
Terminix + hog trapping

new item
$2200/mo + repairs
major repairs from reserves
paid for under line 163

includes line 226
major repairs from reserves

new contract

$ (131,837) contingency/working capital

$ 2,294,884

$ 2,928,734

$

633,850

$ 2,837,221

$

(91,513)

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

$

$

-

Contingency for County TRIM Notice

-

LTK contract
reduce
LTK contract
LTK contract
LTK contract
LTK + Greenworks + Yellowstone
$13,200 contract + repairs
one top dressing
$4,800/qtr
additional replacement projects

(7,000)
moved to line 203

$ 1,203,852

-

Comments


## Chart of Accounts Classification

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Seawall Fund
Fiscal Year 2019/2020
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# Budget Template

## Harbor Bay Community Development District

### Debt Service

#### Fiscal Year 2019/2020

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<td>$1,250,029.12</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$311,544.56</td>
<td>$938,484.56</td>
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<td><strong>EXCESS OF REVENUES OVER EXPEND</strong></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
- $4,403,637.00
  - Collection Cost @ 2%: $93,694.40
  - Early Payment Discount @4%: $187,388.81
- **Total:** $4,684,720.21

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

#### Total Difference:
- $0.00

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<th>PER UNIT ANNUAL ASSESSMENT</th>
<th>2018/2019</th>
<th>2019/2020</th>
<th>Proposed Increase / Decrease</th>
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<tr>
<td>Series 2002 Debt Service - Townhome</td>
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<td>$336.68</td>
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<tr>
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<td>$1,209.34</td>
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<td>$0.00</td>
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<td><strong>Total</strong></td>
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<td>O&amp;M/Street Lights - Villas</td>
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<td><strong>Total</strong></td>
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<td>Series 2001A Debt Service - 60'</td>
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<td>O&amp;M/Street Lights - 60'</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td><strong>Total</strong></td>
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<td>$3,671.70</td>
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<td>Series 2002 Debt Service - 60'</td>
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<tr>
<td>O&amp;M/Street Lights - 60'</td>
<td>$2,905.23</td>
<td>$2,902.42</td>
<td>-$2.81</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Seawall Reconstruction Assessment</td>
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<td><strong>Total</strong></td>
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<td>Series 2001A Debt Service - 70'</td>
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<td>O&amp;M/Street Lights - 70'</td>
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<td><strong>Total</strong></td>
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## Harbor Bay Community Development District

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Series 2001A Debt Service - 80’</strong></td>
<td>$1,025.70</td>
<td>$1,025.70</td>
<td>$0.00 0%</td>
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<tr>
<td>O&amp;M/Street Lights - 80’</td>
<td>$3,873.65</td>
<td>$3,869.91</td>
<td>-$3.74 0%</td>
</tr>
<tr>
<td>Seawall Reconstruction Assessment</td>
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<td>$0.00</td>
<td>$0.00 (1) (1)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$4,899.35</td>
<td>$4,895.61</td>
<td>-$3.74 0%</td>
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<tr>
<td><strong>Series 2002 Debt Service - 80’</strong></td>
<td>$1,076.60</td>
<td>$1,076.60</td>
<td>$0.00 0%</td>
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<tr>
<td>O&amp;M/Street Lights - 80’</td>
<td>$3,873.65</td>
<td>$3,869.91</td>
<td>-$3.74 0%</td>
</tr>
<tr>
<td>Seawall Reconstruction Assessment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00 (1) (1)</td>
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<tr>
<td><strong>Total</strong></td>
<td>$4,950.25</td>
<td>$4,946.51</td>
<td>-$3.74 0%</td>
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<tr>
<td><strong>Series 2001A Debt Service - 100’</strong></td>
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<td>Seawall Reconstruction Assessment</td>
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<td><strong>Total</strong></td>
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<td><strong>Series 2002 Debt Service - 100’</strong></td>
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<td>O&amp;M/Street Lights - 100’</td>
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<tr>
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<td>$0.00</td>
<td>$0.00 (1) (1)</td>
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<td><strong>Total</strong></td>
<td>$6,187.79</td>
<td>$6,183.12</td>
<td>-$4.67 0%</td>
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<tr>
<td><strong>Series 2002 Debt Service - Commercial</strong></td>
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<td>O&amp;M/Street Lights - Commercial</td>
<td>$2,887.07</td>
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<td><strong>Total</strong></td>
<td>$5,915.24</td>
<td>$6,114.47</td>
<td>$199.23 3%</td>
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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
**Fiscal Year 2019/2020 O&M & Debt Service Assessment Schedule**

<table>
<thead>
<tr>
<th>STREET LIGHT ASSESSMENT</th>
<th>TOTAL ASSESSMENT</th>
<th>TOTAL ASSESSMENT</th>
<th>TOTAL ASSESSMENT</th>
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<tr>
<td>EAU'S 80' 11 18 18 0.80 18 14.40 1.43% $17,392.60 $966.26 18 14.40 1.51% $49,905.94 $2,772.55 18 14.40 1.43% $2,359.75 $131.10 18 14.40 1.43% $0.00 $0.00 $3,738.81 $131.10 $0.00 $1,025.70 $0.00 $4,895.61</td>
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<tr>
<td>TH 5B 36 36 0.25 36 9.00 0.90% $10,870.37 $301.95 36 9.00 0.94% $31,191.21 $866.42 36 9.00 0.90% $1,474.84 $40.97 36 9.00 0.90% $0.00 $0.00 $1,168.37 $40.97 $0.00 $0.00 $336.68 $1,546.02</td>
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<tr>
<td>60' 12C 48 48 0.60 48 28.80 2.87% $34,785.20 $724.69 48 28.80 3.02% $99,811.88 $2,079.41 48 28.80 2.87% $4,719.50 $98.32 48 28.80 2.87% $0.00 $0.00 $2,804.10 $98.32 $0.00 $0.00 $807.45 $3,709.87</td>
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</tr>
<tr>
<td>80' 101 105 105 0.80 105 84.00 8.36% $101,456.82 $966.26 105 84.00 8.80% $291,117.98 $2,772.55 105 84.00 8.36% $13,765.20 $131.10 105 84.00 8.36% $0.00 $0.00 $3,738.81 $131.10 $0.00 $0.00 $1,076.60 $4,946.51</td>
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<tr>
<td>60' 8A &amp; B 13 13 0.80 13 10.40 1.04% $12,561.32 $966.26 13 10.40 1.09% $36,043.18 $2,772.55 13 10.40 1.04% $1,704.26 $131.10 13 10.40 1.04% $0.00 $0.00 $3,738.81 $131.10 $0.00 $0.00 $1,076.60 $4,946.51</td>
<td></td>
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<tr>
<td>100' 15 17 17 1.00 17 17.00 1.69% $20,532.93 $1,207.82 17 17.00 1.78% $58,916.73 $3,465.69 17 17.00 1.69% $2,785.81 $163.87 17 17.00 1.69% $0.00 $0.00 $4,673.51 $163.87 $0.00 $0.00 $1,345.74 $6,183.12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80' 49 48 48 0.80 49 39.20 3.90% $47,346.52 $966.26 49 39.20 4.11% $135,855.06 $2,772.55 49 39.20 3.90% $6,423.76 $131.10 49 39.20 3.90% $0.00 $0.00 $3,738.81 $131.10 $0.00 $0.00 $1,076.60 $4,946.51</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>100' 44 44 1.00 44 44.00 4.38% $53,144.05 $1,207.82 44 44.00 4.61% $152,490.37 $3,465.69 44 44.00 4.38% $7,210.34 $163.87 44 44.00 4.38% $0.00 $0.00 $4,673.51 $163.87 $0.00 $0.00 $1,345.74 $6,183.12</td>
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**Allocation of Street Light Assessment**

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<td>ADMIN O&amp;M ASSESSMENT</td>
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<td>ADMIN O&amp;M ASSESSMENT</td>
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<td>ADMIN O&amp;M ASSESSMENT</td>
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<td>ADMIN O&amp;M ASSESSMENT</td>
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**Administrative & Seawall Misc. Budget**

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<tr>
<th>YEAR</th>
<th>TOTAL</th>
<th>DEBT</th>
<th>ADMIN</th>
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<td>2002A</td>
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<table>
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<td>SEAWALL RECONSTRUCTION</td>
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PROJECT MANUAL

FOR

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS

FOR

HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

June 2019
<table>
<thead>
<tr>
<th>Section</th>
<th>Subsections</th>
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<tbody>
<tr>
<td>1. Public Notice</td>
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<tr>
<td>2. Instructions to Proposers</td>
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<tr>
<td>3. Evaluation Criteria</td>
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</tr>
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<td>4. Proposal Form and Related Documents (“Proposal Form”)</td>
<td>a. Affidavit of Acknowledgments</td>
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<td>b. Proposal Form Part I – General Information</td>
</tr>
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<td>c. Proposal Form Part II – Personnel &amp; Equipment</td>
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<td>d. Proposal Form Part III – Experience</td>
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<td>e. Proposal Form Part IV – Pricing</td>
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<td>f. Sworn Statement Regarding Public Entity Crimes</td>
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<td>g. Sworn Statement Regarding Scrutinized Companies</td>
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<td>5. Form of Contract and Exhibits (“Form of Contract”)</td>
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<td>b. Exhibit A – Scope of Services</td>
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<td>c. Exhibit B – Maintenance Map</td>
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<td></td>
<td>d. Exhibit C – Forms</td>
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LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Hillsborough County, Florida

Notice is hereby given that the Harbor Bay Community Development District (“District”) will accept proposals (“Proposal”) from qualified firms (“Proposers”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be purchased from the offices of Rizzetta & Co., Inc. located at 12750 Citrus Park Lane, Ste. 115, Tampa, FL 33625 beginning Monday, July 22, 2019, 12:00 p.m. (EST) Cost of the Project manual is $100. Checks should be made payable to Rizzetta & Co., Inc. NO CASH ACCEPTED. A MANDATORY pre-proposal meeting will be held at 1:00 p.m. (EST), July 26, 2019, at the Mirabay Clubhouse, 107 Manns Harbor Drive, Apollo Beach, Florida 33572 (“Pre-Proposal Meeting”). In order to submit a Proposal, each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing (3) have at least five (5) years of experience as a landscape maintenance contractor and (4) have attended the Mandatory Pre-Proposal Meeting. All Proposers are required to purchase the Project Manual. Project Manual will not be available at the Pre-Proposal Meeting but will be available for purchase until 12:00 p.m. (EST) July 30, 2019. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening, and to provide notice of such changes only to those Proposers who have attended the Pre-Proposal Meeting.

Firms desiring to provide services for this project must submit one (1) original and one (1) electronic copy (PDF format on a USB flash drive) of the required Proposal no later than 10:00 a.m. (EST), August 7, 2019, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, Attention: John R. Toborg. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of ten-thousand dollars ($10,000.00) with its Proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Any Proposal not completed as specified or missing the required Proposal Form documents may be disqualified. Proposals received after the time and date stipulated above may be returned un-opened to the Proposer.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the Proposal Form, the Form of Contract, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the day of the Pre-Proposal Meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager.
Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price Proposal. The District has the right to reject any and all Proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to John Toborg at jtoborg@rizzetta.com with e-mail copies to Joe Roethke at jroethke@rizzetta.com and Michael Eckert, michaele@hgslaw.com.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

All proposals will be publicly opened at a special meeting of the District to be held at 10:00 a.m. (EST), August 7, 2019, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District’s Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 or by phone at 813-933-5571.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meetings. 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), for aid in contacting the District Office.

Harbor Bay Community Development District
Joe Roethke, District Manager
Instructions to Proposers

SECTION 1. DUE DATE. Sealed Proposals, including one (1) original and one (1) electronic copy (PDF format on a USB flash drive), must be received no later than 10:00 a.m. (EST), August 7, 2019, at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, Attention: John R. Toborg. Proposals will be publicly opened at that time and place, with Proposer names and total pricing announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law.

SECTION 2. PRE-PROPOSAL MEETING. A Pre-Proposal Meeting will be held at 1:00 p.m. (EST), July 26, 2019, at the Mirabay Clubhouse, 107 Manns Harbor Drive, Apollo Beach, Florida 33572.

SECTION 3. PROPOSAL GUARANTEE. Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of ten-thousand dollars ($10,000.00) with its proposal (“Proposal Guarantee”). The Proposal Guarantees shall be held until the time of award of contract with the successful Proposer at which time the Proposal Guarantees shall be returned to all unsuccessful Proposers. If the successful Proposer does not enter into a contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

SECTION 4. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this Project Manual, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the Contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from
responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.


SECTION 7.  PROPOSAL FORMS. All blanks on the Proposal Form must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Affidavit of Acknowledgments Form). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation maintenance plans and technical specifications.

SECTION 8.  PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit of Acknowledgments, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.

B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

F. A narrative description of the Proposer’s approach to providing the services as described in the scope of services provided herein.

G. Completed Proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number
of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District’s Board of Supervisors (“Board”).

SECTION 9. INSURANCE. All Proposers should also include as part of their Proposal a current Certificate of Insurance, or equivalent information, demonstrating the Proposer’s ability to meet the insurance coverage requirements set forth in the attached Form of Contract provided herein. Proposers may offer additional insurance above and beyond that set forth in the Form of Contract, or less insurance, and such modifications may be taken into account in the scoring of the Proposals. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Form of Contract provided herein, within fourteen (14) calendar days after notification of award, or within such approved extended period as the District may grant.

SECTION 10. FINANCIALS. In evaluating and scoring the Proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

SECTION 11. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer should submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 12. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing via e-mail only to John R. Toborg at Rizzetta & Company, Inc., jtoborg@rizzetta.com with e-mail copies to Joe Roethke at jroethke@rizzetta.com and Michael Eckert at michaele@hgslaw.com The deadline for submitting such questions shall be 4:00 p.m. (EST), August 1, 2019. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to any questions, and any changes to the Project Manual up until the time of Proposal opening, will be issued by Addenda, to all parties who attended the Pre-Proposal Meeting. THE FAILURE TO ATTEND THE PRE-PROPOSAL MEETING SHALL RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 13. SUBMISSION OF PROPOSAL. Submit one (1) original and one (1) electronic copy (PDF format on a USB flash drive) of the Proposal (including all requested attachments) at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required
documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “PROPOSAL (Harbor Bay Community Development District – Landscape and Irrigation Maintenance Services RFP) ENCLOSED” on the face of it.

**SECTION 14. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 15. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the Proposals are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No Proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

**SECTION 16. EVALUATION OF PROPOSALS.** The Proposals shall be evaluated and ranked based on the criteria presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price Proposal. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

**SECTION 17. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all Proposals, make modifications to the work, and waive any informalities or irregularities in Proposals as it is deemed in the best interests of the District.

**SECTION 18. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor, and (4) attended the Mandatory Pre-Proposal Meeting. All other requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead in the Board’s discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

**SECTION 19. CONTRACT AWARD.** Unless extended by mutual agreement of the District and the successful Proposer, within fourteen (14) days of receipt of a Notice of Award from the District, the Proposer shall enter into and execute the Contract in the Form of Contract included in the Project Manual. The Proposer shall commence work on October 1, 2019 or such other date
that is designated by the District in a written Notice to Proceed. Any work provided and any cost incurred by the Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the Proposer’s risk unless specifically agreed to in writing by the District.

SECTION 20. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the Proposal Forms, the Form of Contract, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the day of the mandatory Pre-Proposal Meeting, and any protest relating to a decision regarding a contract award or rejection of Proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at:  
Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, ATTN: Joe Roethke, District Manager. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including the initial one year term of the Contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all Proposals, the protest bond shall be in the amount of Twenty Thousand Dollars ($20,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of Proposal preparation from the District, regardless of the outcome of any protest.

SECTION 21. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS

EVALUATION CRITERIA

Pre-Requisite: Contractor has all applicable licenses?
Pre-Requisite: Contractor is authorized to do business in Florida?
Pre-Requisite: Contractor has 5 years of experience as a landscape maintenance contractor?
Pre-Requisite: Contractor attended the Mandatory Pre-Proposal Meeting?

1. Personnel & Equipment (5 Points Possible)
   This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with Proposal.

2. General Experience (10 Points Possible)
   This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Experience with Bermuda Grass (5 Points Possible)
   This category addresses past & current record and experience of the Proposer in projects involving Bermuda turf.

4. Understanding Scope of RFP (5 Points Possible)
   This category addresses the following issues: Does the Proposal demonstrate an understanding of the District’s needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for “best practices” included? Does the Proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the Proposal?

5. Financial Capacity (5 Points Possible)
   This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District, any additional insurance being offered, and audited financial statements, or similar information.

6. Price (20 Points Possible)
   This category addresses the proposed pricing for the work, taking into account the initial term and all renewal terms, as well as the reasonableness of all unit pricing and other pricing information. A full ten (10) points will be awarded to the Proposer submitting the lowest priced Proposal (Parts 1, 2, 3 and 4 of the Proposal, Part IV – Pricing (not including the Optional Landscaping Areas described herein), taking into account the initial term and all renewal years. All other Proposers will receive a percentage of this total amount based upon a formula which divides the lowest Proposal price by the Proposer’s Proposal price and is then multiplied by the number of points possible in this part of the price evaluation (i.e., ten). Up to an additional ten (10) points will be awarded as to the reasonableness of all numbers and quantities provided in Parts 1, 2, 3, 4, 5 & 6 of the Proposal Part IV - Pricing (including but not limited to any unit prices provided, as well as Optional Landscaping Areas).

Total Points Possible (50 Points Possible)
STATE OF ____________________________
COUNTY OF __________________________

Before me, the undersigned authority, appeared the affiant, ________________, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______________________ for __________________________ ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal ("Proposal") provided in response to the Harbor Bay Community Development District’s ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the Proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the Form of Contract included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: ________________________________.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the mandatory Pre-Proposal Meeting, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the Proposal Form, the Form of Contract, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.
7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _________ day of ________________________, 2019.

Proposer:_____________________________________
By:_________________________________________
Title:________________________________________

STATE OF ______________________
COUNTY OF ______________________

The foregoing instrument was acknowledged before me this ___ day of ________________, 2019, by _______________ of _______________, who is personally known to me or who has produced ______________________________ as identification, and did [ ] or did not [ ] take the oath.

Notary Public, State of Florida
Print Name:_________________________________
Commission No.:_____________________________
My Commission Expires: _______________________
PROPOSAL FORM
PART I – GENERAL INFORMATION

• Proposer General Information:

Proposer Name ________________________________________________

Street Address ________________________________________________

P. O. Box (if any) ______________________________________________

City ________________ State ________________ Zip Code ____________

Telephone ___________________ Fax no. __________________________

1st Contact Name __________________________ Title ______________

2nd Contact Name __________________________ Title ______________

Parent Company Name (if any) __________________________________

Street Address ________________________________________________

P. O. Box (if any) ______________________________________________

City ________________ State ________________ Zip Code ____________

Telephone ___________________ Fax no. __________________________

1st Contact Name __________________________ Title ______________

2nd Contact Name __________________________ Title ______________
• **Company Standing:**

Proposer’s Corporate Form: ___________________________________________________
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? __________________  Date __________

Is the Proposer in good standing with that State? Yes ___  No ___

If no, please explain ______________________________________________________

_________________________________________________________

Is the Proposer registered with the State of Florida, Division of Corporations and
authorized to do business in Florida? Yes ___  No ___

If no, please explain ______________________________________________________

_________________________________________________________

• **What are the Proposer’s current insurance limits?**

  i. Workers’ Compensation:
  1. State Worker’s Compensation – $_______ per occurrence / $____ aggregate / $____ per disease
  2. Employer’s Liability – $_______

  ii. Commercial General Liability Insurance:
  1. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $_______
  2. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $_______
  3. Products-Completed Operations – $_______
  4. Personal and Advertising Injury – $_______
  5. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

  iii. Automobile Liability:
  1. Bodily Injury:
     Each Person $_________
     Each Accident $_________
  2. Property Damage:
     Each Occurrence $_________
iv. Contractual Liability Insurance:
   1. General Aggregate $__________
   2. Bodily Injury and Property Damage Combined Each Occurrence $__________

v. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $__________

- **Licensure** – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:
  
  __________________________________________
  __________________________________________
  __________________________________________
  __________________________________________
  __________________________________________
  __________________________________________
• **List the location of the Proposer’s office, which would perform work for the District.**

  Street Address __________________________________________________________

  P. O. Box (if any) _______________________________________________________

  City ___________________________ State _________________ Zip Code ___________

  Telephone __________________________ Fax no. _____________________________

  1st Contact Name ___________________________ Title _______________

  2nd Contact Name ___________________________ Title _______________

• **Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:**

  ____________ Supervisors, who will be onsite ___ days per week;

  ____________ Technical personnel, who will be onsite ___ days per _____; and

  ____________ Laborers, who will be onsite ___ days per week.

• **Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer’s Officers and Supervisory Personnel, and attach resumes for any individuals listed.**

• **Technical Personnel (Bermudagrass) – Does the Proposer currently employ a staff person experienced in the management and maintenance of Celebration Bermudagrass or a similar hybrid? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):**

  Name:________________________________________________________________

  Position / Certifications:____________________________________________________

  Duties / Responsibilities:__________________________________________________

  % of Time to Be Dedicated to This Project: ________ %

Please describe the person’s role in other projects on behalf of the Proposer:
Other Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: ____________________________________________

Position / Certifications: _____________________________

Duties / Responsibilities: ___________________________

% of Time to Be Dedicated to This Project: ________%

Please describe the person’s role in other projects on behalf of the Proposer:

Project Name/Location: ______________________________

Contact: ___________________ Contact Phone: __________

Project Type/Description: ___________________________

Duties / Responsibilities: ___________________________

Dollar Amount of Contract: __________________________

Proposer’s Scope of Services for Project: ______________________________

_________________________________________________

_________________________________________________

_________________________________________________

_________________________________________________
Dates Serviced: ____________________________________________________________

- **Subcontractors** – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ____ For each subcontractor, please provide the following information (attach additional sheets if necessary):

  Subcontractor Name _______________________________________________________

  Street Address ___________________________________________________________

  P. O. Box (if any) _________________________________________________________

  City __________________ State ____________ Zip Code _________________

  Telephone __________________ Fax no. _________________________________

  1st Contact Name ____________________________ Title ____________

  2nd Contact Name ____________________________ Title ____________

  Proposed Duties / Responsibilities:_________________________________________

  Please describe the subcontractor’s role in other projects on behalf of the Proposer:

  Project Name/Location: ____________________________________________________

  Contact: ______________ Contact Phone: _________________________________

  Project Type/Description: _______________________________________________

  Dollar Amount of Contract: ______________________________________________

  Proposer’s Scope of Services for Project: _________________________________

  Dates Serviced: _______________________________________________________

- **Security Measures** - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer’s personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:
• Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer’s Equipment that will be used in connection with this project. As part of the list, please specifically identify the number and make of the mowers that will be used to mow the Celebration Bermudagrass.
OFFICERS

PROPOSER: ________________________________  DATE: __________________

Provide the following information for key officers of the Proposer and parent company, if any.

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<th>NAME</th>
<th>POSITION OR TITLE</th>
<th>RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
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FOR PARENT COMPANY (if applicable)

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<th>NAME</th>
<th>POSITION OR TITLE</th>
<th>RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
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# SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: ____________________________

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<th>INDIVIDUAL'S NAME</th>
<th>PRESENT TITLE</th>
<th>JOB RESPONSIBILITIES</th>
<th>OFFICE LOCATION</th>
<th>% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK</th>
<th>YEARS OF EXPERIENCE IN PRESENT POSITION</th>
<th>TOTAL YEARS OF RELATED EXPERIENCE</th>
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DATE: ____________________________
**COMPANY OWNED MAJOR EQUIPMENT**  
**TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER:_________________________________  
DATE:_____________________________

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<tr>
<th>QUANTITY</th>
<th>DESCRIPTION*</th>
<th># OF PROJECTS DEDICATED TO</th>
<th>STORAGE AND WORK SITE LOCATIONS</th>
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*Please specifically identify the number and make of the mowers that will be used to mow the Celebration Bermudagrass.*
PROPOSAL FORM
PART III – EXPERIENCE

• Has the Proposer performed work for a community development district previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):

  Project Name/Location: _____________________________________________________________
  Contact: ___________________ Contact Phone: _________________________________
  Project Type/Description: _______________________________________________________
  Dollar Amount of Contract: _____________________________________________________
  Scope of Services for Project: ___________________________________________________
  ____________________________________________________________________________
  ____________________________________________________________________________
  ____________________________________________________________________________
  Dates Serviced: __________________________________________________________________

• List the Proposer’s total annual dollar value of landscape and irrigation maintenance services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

  2016 = _______________________________________________________________________
  2017 = _______________________________________________________________________
  2018 = _______________________________________________________________________
Please provide the following information for each Bermudagrass projects, or non-Bermudagrass projects that are similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: ________________________________
Contact: ___________________ Contact Phone: ______________________
Project Type/Description: ________________________________
Dollar Amount of Contract: ________________________________
Approximate square footage of Bermudagrass maintained: ____________
Was the Bermudagrass for golf & sports fields? Yes ___ No ___
If no Bermudagrass was maintained, how was the project similar to this project? ______
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Your Company’s Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): ________________________________
________________________________________________________________________
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List of equipment used on site: ________________________________
________________________________________________________________________
________________________________________________________________________
List of subcontractors used: ________________________________
________________________________________________________________________
________________________________________________________________________
Is this a current contract? Yes ___ No ___
Duration of contract: ________________________________
(Information regarding similar projects – continued)

Project Name/Location: _______________________________________________________
Contact: ___________________ Contact Phone: _________________________________
Project Type/Description: ____________________________________________________
Dollar Amount of Contract: __________________________________________________
Approximate square footage of Bermudagrass maintained: _______________________
Was the Bermudagrass for golf & sports fields? ________ Yes ________ No
If no Bermudagrass was maintained, how was the project similar to this project? ________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
Your Company’s Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
control, weed control, thatch removal, irrigation, etc.): ____________________________
__________________________________________________________________________
__________________________________________________________________________
List of equipment used on site: _______________________________________________
__________________________________________________________________________
__________________________________________________________________________
List of subcontractors used: _________________________________________________
__________________________________________________________________________
Is this a current contract? Yes ___ No ___
Duration of contract: ________________________________________________________

(Information regarding similar projects – continued)
Project Name/Location: __________________________________________________________

Contact: __________ Contact Phone: ______________________________

Project Type/Description: ______________________________________________________

Dollar Amount of Contract: _____________________________________________________

Approximate square footage of Bermudagrass maintained: _________________________

Was the Bermudagrass for golf & sports fields? ___________ Yes __________ No

If no Bermudagrass was maintained, how was the project similar to this project? ______

___________________________________________________________

___________________________________________________________

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Your Company’s Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
control, weed control, thatch removal, irrigation, etc.): ____________________________

___________________________________________________________

___________________________________________________________

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List of equipment used on site: ________________________________________________

___________________________________________________________

___________________________________________________________

List of subcontractors used: _________________________________________________

___________________________________________________________

___________________________________________________________

Is this a current contract? Yes ___ No ___

Duration of contract: __________________________________________________________

•  (Information regarding similar projects – continued)

Project Name/Location: _________________________________________________________
Contact: __________________  Contact Phone: ________________________________

Project Type/Description: ________________________________________________

Dollar Amount of Contract: ______________________________________________

Approximate square footage of Bermudagrass maintained: ____________________

Was the Bermudagrass for golf & sports fields? _________ Yes _________ No

If no Bermudagrass was maintained, how was the project similar to this project? _______

________________________________________________________________________

________________________________________________________________________

Your Company’s Detailed Scope of Services for Project (i.e. fertilization, mowing, pest
control, weed control, thatch removal, irrigation, etc.): ___________________________

________________________________________________________________________

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List of equipment used on site: ________________________________

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List of subcontractors used: ________________________________

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Is this a current contract?  Yes ___  No ___

Duration of contract: ________________________________________________
• Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location: __________________________________________________________
Contact: ___________________ Contact Phone: _________________________________
Project Type/Description: _____________________________________________________
Dollar Amount of Contract: ___________________________________________________
Scope of Services for Project: _________________________________________________
__________________________________________________________________________
__________________________________________________________________________
Dates Serviced: ______________________________________________________________
Reason for Termination: ______________________________________________________
__________________________________________________________________________
__________________________________________________________________________

• Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___

If yes, please describe each violation, fine, and resolution ____________________________
__________________________________________________________________________
What is the Proposer’s current worker compensation rating? _______________________

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____________________________________________
__________________________________________________________________________

• Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___

If yes, please provide:
The names of the entities _____________________________________________

The state(s) where barred or suspended _______________________________________

The period(s) of debarment or suspension _______________________________________

Also, please explain the basis for any bar or suspension:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer’s role in the action, and the status and/or resolution of the action.

________________________________________________________________________

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• List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer’s role in the litigation, and the status and/or resolution of the litigation.

________________________________________________________________________

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PROPOSAL FORM
PART IV – PRICING

NOTE:  This pricing form is intended to cover pricing for the initial one year term of the contract.  It is assumed that prices will remain the same through each of the three potential annual renewal terms.  If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term.  Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance  $_______________Yr

- Storm Cleanup $_____/hr
- Freeze Protection (description of ability) ______________________________
______________________________

$_____/APPLICATION
- Hand Watering
$_____/hr. for employee with hand-held hose
$_____/hr. for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization  (All labor and materials)  $_______________Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

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<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
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BAHIA (per specifications in Part 2)
### ST. AUGUSTINE (per specifications)

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### CELEBRATION BERMUDA (per specifications)

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### ORNAMENTALS (per specifications)

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### PALMS (per specifications)

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Please list any additional fertilization for those plant materials requiring specialized applications.

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<th>MONTH</th>
<th>PLANT TYPE</th>
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The totals in the “Cost per Application” column should equal your Fertilization total for the year.

PART 3

**Pest Control** (All labor and materials)  
$ ___________ Yr.  
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections** will be performed at the discretion of the District’s BOS  
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

**OTC Injections** (All labor and materials)

$ ___________ /Yr. (based on quantities below)  
(OTC injections per specs - do not include in Grand Total)
The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants
For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (Irrigated) as described in Scope of Services.
$__________/Yr.

Top Choice application will be performed at the sole discretion of the District’s BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4
Irrigation (All labor and materials) $_________________/Yr.

Freeze Protection (description of ability) __________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

$_____/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $_____/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this proposal.
__________________________________________________________________________
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PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding,
Contractor shall install:

__________ CY Shredded Cypress Mulch per specs for the first top-dressing at $__________/CY
(app. October)
And

__________ CY Shredded Cypress Mulch per specs for the second top-dressing at $ __________/CY
(app. April)

Installation of Shredded Cypress Mulch (All labor and materials) $ _______________________/Yr.
(if both topdressings are performed - do not include in Grand Total)

The District reserves the right to subcontract any mulching event to an outside vendor.

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 4,000 (4.5””) annuals up to four (4) times per year per specs at the direction of the District at $______/annual

$ _______________________ /rotation

$ _______________/Yr. (if all rotations are performed - do not include in Grand Total)

The District reserves the right to subcontract any annual installation event to an outside vendor.

GRAND TOTALS (PARTS 1, 2, 3 & 4 - This is what contract will be written for.)

INITIAL CONTRACT TERM $ ____________________ /Year

FIRST ANNUAL RENEWAL $ ____________________ /Year*

SECOND ANNUAL RENEWAL $ ____________________ /Year*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a “Proposal Form Part IV – Pricing” form for each of the three possible annual renewal periods.
PART IV – PRICING

(1ST ANNUAL RENEWAL IF PRICE CHANGES)

NOTE: This pricing form is intended to cover pricing for the initial 1st Annual Renewal of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

General Landscape Maintenance  $ ________________ Yr

- Storm Cleanup $_____/hr
- Freeze Protection (description of ability) __________________________________________________________

$_____/APPLICATION

- Hand Watering

$_____/hr. for employee with hand-held hose
$_____/hr. for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

**PART 2**

Fertilization (All labor and materials)  $ ________________ Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

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Please list any additional fertilization for those plant materials requiring specialized applications.

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<th>SPECIALTY PLANT MATERIALS</th>
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The totals in the “Cost per Application” column should equal your Fertilization total for the year.

**PART 3**

**Pest Control** (All labor and materials) $__________________ Yr.
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District’s BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

**OTC Injections** (All labor and materials)

$__________________ /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

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<tbody>
<tr>
<td>Palm Type</td>
<td>Palm Qty</td>
<td># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)</td>
<td>Cost per Individual Inoculation</td>
<td>Total Cost per Year (4x per year) (B x C x D x4)</td>
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38
The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (Irrigated) as described in Scope of Services.

$ __________ / Yr.

Top Choice application will be performed at the sole discretion of the District’s BOS

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) $ ________________/Yr.

Freeze Protection (description of ability) ____________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

$_____/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $ ________/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this proposal.

___________________________________________________________________________
___________________________________________________________________________
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PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

__________ CY Shredded Cypress Mulch per specs for the first top-dressing at $ __________/CY
(app. October)
And

______ CY Shredded Cypress Mulch per specs for the second top-dressing at $ ________/CY (app. April)

Installation of Shredded Cypress Mulch (All labor and materials) $ ____________________/Yr. (if both topdressings are performed - do not include in Grand Total)

**The District reserves the right to subcontract any mulching event to an outside vendor.**

**PART 6**

**Annual Installation** (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 4,000 (4.5") annuals up to four (4) times per year per specs at the direction of the District at $______/annual

$ _____________________ /rotation

$ ____________ /Yr. (if all rotations are performed - do not include in Grand Total)

**The District reserves the right to subcontract any annual installation event to an outside vendor.**

**GRAND TOTALS (PARTS 1, 2, 3 & 4 - This is what contract will be written for.)**

**INITIAL CONTRACT TERM** $ ____________________/Year

**FIRST ANNUAL RENEWAL** $ ____________________/Year*

**SECOND ANNUAL RENEWAL** $ ____________________/Year*
PROPOSAL FORM
PART IV – PRICING

(2ND ANNUAL RENEWAL IF PRICE CHANGES)

NOTE: This pricing form is intended to cover pricing for the 2nd Annual Renewal of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance** $______________ Yr

- Storm Cleanup $_____/hr
- Freeze Protection (description of ability) ____________________________________________
  ____________________________________________

$_____/APPLICATION

- Hand Watering

$_____/hr. for employee with hand-held hose

$_____/hr. for water truck/tanker

*These prices are informational only and NOT to be included in General Landscape Maintenance Cost*

**PART 2**

**Fertilization (All labor and materials)** $______________ Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

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<tr>
<th>MONTH</th>
<th>FORMULA</th>
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<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
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BAHIA (per specifications in Part 2)
### ST. AUGUSTINE (per specifications)

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### CELEBRATION BERMUDA (per specifications)

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### ORNAMENTALS (per specifications)

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### PALMS (per specifications)

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42
Please list any additional fertilization for those plant materials requiring specialized applications.

<table>
<thead>
<tr>
<th>MONTH</th>
<th>PLANT TYPE</th>
<th>FORMULA</th>
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The totals in the “Cost per Application” column should equal your Fertilization total for the year.

**PART 3**

**Pest Control** (All labor and materials) $ \underline{\text{______}} \text{Yr.} \newline (if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections will be performed at the discretion of the District’s BOS**

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

**OTC Injections** (All labor and materials)

$ \underline{\text{______}} /Yr. (based on quantities below) 

(OTC injections per specs - do not include in Grand Total)

<table>
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<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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The CDD reserves the right to subcontract out any and all OTC Injection events.

**Application of Top Choice for annual treatment of Fire Ants**
For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (Irrigated) as described in Scope of Services.
$__________/Yr.

Top Choice application will be performed at the sole discretion of the District’s BOS  
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

**PART 4**

**Irrigation** (All labor and materials)  
$______________/Yr.

Freeze Protection (description of ability) ____________________________________________________________
__________________________________________________________
__________________________________________________________
__________________________________________________________

$______/application  (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $______/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this proposal.

__________________________________________________________
__________________________________________________________
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**PART 5**

Based on quantities determined by Contractor’s field measurements at time of bidding,  
Contractor shall install:

__________ CY Shredded Cypress Mulch per specs for the first top-dressing at $__________/CY  
(app. October)
And

__________ CY Shredded Cypress Mulch per specs for the second top-dressing at $ __________/CY
(app. April)

Installation of Shredded Cypress Mulch (All labor and materials) $________________________/Yr.
(if both topdressings are performed - do not include in Grand Total)

The District reserves the right to subcontract any mulching event to an outside vendor.

PART 6

Annual Installation (All labor and materials)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 4,000 (4.5”) annuals up to four (4) times per year per specs at the direction of the District at $______/annual

$ __________________ /rotation

$ _______________/Yr. (if all rotations are performed - do not include in Grand Total)

The District reserves the right to subcontract any annual installation event to an outside vendor.

GRAND TOTALS (PARTS 1, 2, 3 & 4 - This is what contract will be written for.)

INITIAL CONTRACT TERM $ _________________ /Year

FIRST ANNUAL RENEWAL $ _________________ /Year*

SECOND ANNUAL RENEWAL $ _________________ /Year*
**OPTIONAL LANDSCAPE MAINTENANCE AREAS**

This form should be completed to show the amounts for services attributable to the “Optional Landscape Maintenance Areas,” which are separately marked on EXHIBIT B to the Agreement. The amounts set forth below are additional amounts above and beyond what is already set forth in the Bid Form – Part IV – Pricing sheet. The District expressly reserves the right to include or exclude the services for the Optional Landscape Maintenance Areas, using the pricing set forth below.

<table>
<thead>
<tr>
<th>Optional Area #</th>
<th>Description*</th>
<th>Total Pricing (per year)</th>
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<tbody>
<tr>
<td>1</td>
<td>Golf and Sea Boulevard (eastern side)</td>
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<td>2</td>
<td>Golf and Sea Boulevard (median)</td>
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<tr>
<td>3</td>
<td>Golf and Sea Boulevard (western side)</td>
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<td>4</td>
<td>Tract B-24 (pond bank)</td>
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<td>5</td>
<td>Ibisview Lane (south right-of-way)</td>
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<td>6</td>
<td>Lift Station (at intersection of Tybee Island Drive and Mirabay Boulevard)</td>
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<tr>
<td>7</td>
<td>Landscape Strip Near Entry of Manns Harbor Drive</td>
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<td>8</td>
<td>Tract D-18 (common area)</td>
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<td>9</td>
<td>Tract D-18 (drainage easement) (mowing of pond banks only)</td>
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<tr>
<td>10</td>
<td>Tract D-19 (drainage easement) (mowing of pond banks &amp; trail maintenance only)</td>
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<td>11</td>
<td>Round-a-bout on Manns Harbor Drive</td>
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<td>12</td>
<td>Golf and Sea Boulevard Landscaping</td>
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<td>13</td>
<td>Additional Admiral’s Pointe Common Areas</td>
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*Unless otherwise specified, services include everything set forth in the Scope of Services (EXHIBIT A), including general landscape maintenance, fertilization, pest control, irrigation, mulch, annuals, etc.
LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A. Mowers w/operator $______________________ Hour
B. Bush-Hog w/operator $______________________ Hour
C. Tractor w/operator $______________________ Hour
D. Supervisor with Transportation $______________________ Hour
E. Laborer with hand equipment $______________________ Hour
F. Truck w/driver $______________________ Hour
G. Irrigation Tech $______________________ Hour
H. Granular Pesticide Applicator
   Person with Drop Spreader $______________________ Hour
I. Liquid Pesticide Applicator
   Person with Spray Truck $______________________ Hour
J. Granular Fertilizer Applicator
   Person with Drop Applicator $______________________ Hour
K. Liquid Fertilizer Applicator
   Person with Spray Truck $______________________ Hour
L. Granular Weed Control Applicator
   Person with Drop Applicator $______________________ Hour
M. Liquid Weed Control Applicator
   Person with Spray Truck $______________________ Hour
N. Laborer for Additional Trash Pick-Up $______________________ Hour
O. Lump Sum Mowing (1), entire community $______________________ Per Mow

---

1 Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.
This form should be completed to show the break-out of the amounts already set forth in the Part IV- Pricing form (page 32 of this Project Manual) that are attributable to the District-owned landscape maintenance areas only within the “SeaCrest Community,” which community is separately marked on the Maintenance Map attached as EXHIBIT B. The amounts set forth in the Bid Form for SeaCrest Community set forth below are not additional amounts above and beyond what is already set forth in the Bid Form-Part IV-Pricing sheet, and all applicable pricing for the Agreement must be set forth in the Bid Form-Part IV-Pricing sheet. The District expressly reserves the right to enter into an Agreement for all of the Work (including the SeaCrest Community), and later to assign such Work for the SeaCrest Community to another entity of the District’s choosing or simply deduct such Work from the Agreement, in either case with a corresponding deduction from the price of the Agreement.

Note: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the proposer intends to change pricing for any renewal term, then the proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $ ________________Yr

- Storm Cleanup $_____/hr
- Freeze Protection (description of ability) _____________________________________________

APPLICATION

$_____/APPLICATION

- Hand Watering
$_____/hr. for employee with hand-held hose
$_____/hr. for water truck/tanker

*These prices are informational only and NOT to be included in General Landscape Maintenance Cost*
PART 2

Fertilization (All labor and materials) $ \underline{\text{\hspace{1cm}}}$ Yr
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

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### ORNAMENTALS (per specifications)

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Please list any additional fertilization for those plant materials requiring specialized applications.

### SPECIALTY PLANT MATERIALS

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<th>MONTH</th>
<th>PLANT TYPE</th>
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The totals in the “Cost per Application” column should equal your Fertilization total for the year.

### PART 3

**Pest Control** (All labor and materials) $\text{______________ Yr.}$

(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.
OTC Injections will be performed at the discretion of the District’s BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

**OTC Injections** (All labor and materials)

$ ___________/Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

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The CDD reserves the right to subcontract out any and all OTC Injection events.

**Application of Top Choice for annual treatment of Fire Ants**
For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (Irrigated) as described in Scope of Services.

$ ___________/ Yr.

Top Choice application will be performed at the sole discretion of the District’s BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)
PART 4

Irrigation (All labor and materials) $__________________/Yr.

Freeze Protection (description of ability) ___________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

$_____/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $_______/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this proposal.

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PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

_______ CY Shredded Cypress Mulch per specs for the first top-dressing at $__________/CY
(app. October)

And

_______ CY Shredded Cypress Mulch per specs for the second top-dressing at $__________/CY
(app. April)

Installation of Shredded Cypress Mulch (All labor and materials) $__________________/Yr.
(if both topdressings are performed - do not include in Grand Total)

The District reserves the right to subcontract any mulching event to an outside vendor.
PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.

Contractor shall install ____ (4.5”) annuals up to four (4) times per year per specs at the direction of the District at $_____/annual

$ ______________________ /rotation

$ ____________/Yr. (if all rotations are performed - do not include in Grand Total)

The District reserves the right to subcontract any annual installation event to an outside vendor.

GRAND TOTALS (PARTS 1, 2, 3 & 4 - This is what contract will be written for.)

INITIAL CONTRACT TERM $ ______________________ /Year

FIRST ANNUAL RENEWAL $ ______________________ /Year*

SECOND ANNUAL RENEWAL $ ______________________ /Year*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a “Proposal Form Part IV – Pricing” form for each of the three possible annual renewal periods.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Proposal Form (including Parts I through IV, as well as the Bid Form for SeaCrest Community) and all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _______ day of _____________________, 2016.

Proposer:_____________________________________
By:_________________________________________
Title:_________________________________________

STATE OF ________________________________
COUNTY OF ________________________________

The foregoing instrument was acknowledged before me this _____ day of _____________________, 2019, by __________________ of __________________, who is personally known to me or who has produced ____________________________ as identification, and did [ ] or did not [ ] take the oath.

________________________________________
Notary Public, State of Florida
Print Name:_______________________________
Commission No.:________________________
My Commission Expires:___________________
PROPOSAL FORM FOR
SEACREST COMMUNITY
(1ST ANNUAL RENEWAL IF PRICE CHANGES)

This form should be completed to show the break-out of the amounts already set forth in the Part IV- Pricing form (page 32 of this Project Manual) that are attributable to the District-owned landscape maintenance areas only within the “SeaCrest Community,” which community is separately marked on the Maintenance Map attached as EXHIBIT B. The amounts set forth in the Bid Form for SeaCrest Community set forth below are not additional amounts above and beyond what is already set forth in the Bid Form-Part IV-Pricing sheet, and all applicable pricing for the Agreement must be set forth in the Bid Form-Part IV-Pricing sheet. The District expressly reserves the right to enter into an Agreement for all of the Work (including the SeaCrest Community), and later to assign such Work for the SeaCrest Community to another entity of the District’s choosing or simply deduct such Work from the Agreement, in either case with a corresponding deduction from the price of the Agreement.

Note: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the proposer intends to change pricing for any renewal term, then the proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance $________________Yr

- Storm Cleanup $_____/hr.
- Freeze Protection (description of ability) __________________________________________

$_____/APPLICATION

- Hand Watering

$_____/hr. for employee with hand-held hose

$_____/hr. for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost
PART 2

Fertilization (All labor and materials) $___________ Yr
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

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Please list any additional fertilization for those plant materials requiring specialized applications.

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### PART 3

Pest Control (All labor and materials) $________________________ Yr.

(if entire pesticide allowance is required) *

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OTC Injections (All labor and materials)

$ __________ /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

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Application of Top Choice for annual treatment of Fire Ants
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PART 4

**Irrigation** (All labor and materials) $ ________________/Yr.

Freeze Protection (description of ability) __________________________________________
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After hours emergency service hourly rate $ _______/hr. (i.e. broken mainlines, pump & wells, etc.)

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PART 5

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**The District reserves the right to subcontract any mulching event to an outside vendor.**
PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.

Contractor shall install ______ (4.5”) annuals up to four (4) times per year per specs at the direction of the District at $______/annual

$ ____________________ /rotation

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GRAND TOTALS (PARTS 1, 2, 3 & 4 - This is what contract will be written for.)

INITIAL CONTRACT TERM $ ____________________ /Year

FIRST ANNUAL RENEWAL $ ____________________ /Year*

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<th>Price</th>
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<td>Storm Cleanup</td>
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<td>Freeze Protection (description of ability)</td>
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$_____ / APPLICATION

- Hand Watering

$_____ /hr. for employee with hand-held hose

$_____ /hr. for water truck/tanker

*These prices are informational only and NOT to be included in General Landscape Maintenance Cost*
**PART 2**

**Fertilization (All labor and materials)**

$ ____________ Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

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**BAHIA (per specifications in Part 2)**

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**Pest Control** (All labor and materials) $ \underline{\text{Yr.}}$

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* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.
OTC Injections will be performed at the discretion of the District’s BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the
Grand Total or Contract Amount.)

**OTC Injections** (All labor and materials)

$ __________ /Yr. (based on quantities below)
*(OTC injections per specs - do not include in Grand Total)*

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<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<tbody>
<tr>
<td>Palm Type</td>
<td>Palm Qty</td>
<td># of Inoculations per quarter per palm (based on size)</td>
<td>Cost per Individual Inoculation</td>
<td>Total Cost per Year (4x per year) (B x C x D x 4)</td>
</tr>
<tr>
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<td>(i.e. (2) inoculations per large Canary Palm per 1/4, etc.)</td>
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The CDD reserves the right to subcontract out any and all OTC Injection events.

**Application of Top Choice for annual treatment of Fire Ants**
For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (Irrigated) as described in Scope of Services.

$ __________ / Yr.

Top Choice application will be performed at the sole discretion of the District’s BOS
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*
PART 4

Irrigation (All labor and materials) $ _______________/Yr.

Freeze Protection (description of ability) ________________________________
__________________________________________________________
__________________________________________________________
__________________________________________________________
__________________________________________________________

$_____/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate $ _______/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this proposal.

__________________________________________________________
__________________________________________________________
__________________________________________________________
__________________________________________________________

PART 5

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

__________ CY Shredded Cypress Mulch per specs for the first top-dressing at $ ________/CY (app. October)

And

__________ CY Shredded Cypress Mulch per specs for the second top-dressing at $ ________/CY (app. April)

Installation of Shredded Cypress Mulch (All labor and materials) $ ____________________/Yr.
(if both topdressings are performed - do not include in Grand Total)

The District reserves the right to subcontract any mulching event to an outside vendor.
PART 6

Annual Installation (All labor and materials)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install _____ (4.5”) annuals up to four (4) times per year per specs at the direction of the District at $_____/annual

$ ___________________ /rotation

$ _______________/Yr. (if all rotations are performed - do not include in Grand Total)

The District reserves the right to subcontract any annual installation event to an outside vendor.

GRAND TOTALS (PARTS 1, 2, 3 & 4 - This is what contract will be written for.)

INITIAL CONTRACT TERM $ ___________________/Year

FIRST ANNUAL RENEWAL $ ___________________/Year*

SECOND ANNUAL RENEWAL $ ___________________/Year*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a “Proposal Form Part IV – Pricing” form for each of the three possible annual renewal periods.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Harbor Bay Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of __________________ for __________________ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer’s business address is __________________________

4. Proposer’s Federal Employer Identification Number (FEIN) is ________________

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: __________________________.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who
knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

______ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

______ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

______ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

______ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)
Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _________ day of _________________________, 2019.

Proposer:_______________________________
By:____________________________________
Title:_______________________________

STATE OF ______________________
COUNTY OF _______________________

The foregoing instrument was acknowledged before me this ______ day of ________________________, 2016, by __________________ of __________________, who is personally known to me or who has produced __________________ as identification, and did [ ] or did not [ ] take the oath.

________________________________________
Notary Public, State of Florida
Print Name:_____________________________
Commission No.:_________________________
My Commission Expires:__________________
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Harbor Bay Community Development District (“District”).

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ___________________ for ____________________ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer’s business address is __________________________________________

4. Proposer’s Federal Employer Identification Number (FEIN) is ________________

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____________________________.)

5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

   Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

   Dated this __________ day of ________________________, 2019.
Proposer: ________________________________
By: ________________________________
Title: ________________________________

STATE OF ________________________________
COUNTY OF ________________________________

The foregoing instrument was acknowledged before me this ___ day of ________________________, 2019, by _________________ of _________________, who is personally known to me or who has produced ______________________ as identification, and did [ ] or did not [ ] take the oath.

________________________________________
Notary Public, State of Florida
Print Name: ________________________________
Commission No.: ________________________________
My Commission Expires: ________________________________
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT  

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of __________, 2019, by and between:  

Harbor Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, and having offices at c/o Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 ("District"); and  

_________________________________, a Florida corporation, whose address is __________________________________ (the "Contractor," and collectively with the District, the "Parties").  

RECITALS  

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and  

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and  

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and  

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so;  

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:  

2. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.  

3. SCOPE OF SERVICES. The Contractor shall provide the services described in the Scope of Services attached hereto as EXHIBIT A and for the areas identified in the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as EXHIBIT B ("Work"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as EXHIBIT B is the District’s best estimate of the District’s landscape and irrigation maintenance needs, but that other areas may also include landscaping and irrigation that require maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of maintenance area to the Work, with no adjustment to price, and may add additional acreage of maintenance area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in EXHIBIT D. Separate and apart from all such additional acreage referenced
in the preceding sentence, the District may also, in its discretion, add as part of the Work all or portions of the Optional Maintenance Areas as described in EXHIBIT B, with adjustments to compensation using the pricing set forth in EXHIBIT D. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services, including but not limited to those areas within the Sea Crest community (and at the prices so noted in the Contractor’s proposal). In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

4. MANNER OF CONTRACTOR’S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the Daily Work Form attached hereto as part of EXHIBIT C. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

5. MONITORING OF SERVICES. The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representatives”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Joe Roethke and John Toborg, both of Rizzetta & Company, Inc., to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner’s associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.
The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified time, and subject to Section 17, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; and the third offense may result in the termination of this contract for cause at the District’s discretion. Additionally, if the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to withhold some or all of the Contractor’s payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor’s compensation. Any oversight by the District Representatives of Contractor’s Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor’s responsibility to perform the Work in accordance with this Agreement.

6. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

7. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

8. **COMPENSATION; TERM.**
   a. Work under this Agreement shall begin October 1, 2019 and end September 30, 2020 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District’s sole discretion.
   b. As compensation for the Work, the District agrees to pay Contractor ______________ ($_______) per year, in monthly amounts of ______________ ($_______). Such compensation covers only the items specified in Parts 1 and 4 of the Part IV, Pricing, of the Contractor’s Proposal. Additionally, for the services specified in Parts 2, 3, 5, and 6 of the Part IV,
Pricing, of the Contractor’s Proposal, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Part IV – Pricing of the Contractor’s Proposal. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

c. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and irrigation systems (e.g., services for the areas identified as Optional Landscape Maintenance Areas on EXHIBIT B or other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order (“ASO”). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as EXHIBIT C. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s proposal pricing (attached as part of EXHIBIT D). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. Payments by District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in
any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District’s property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

9. INSURANCE.

a. The Contractor shall maintain throughout the term of this Agreement the following insurance:

i. Workers’ Compensation:
   1. State Worker’s Compensation – Greater of statutorily required amount or $1,000,000 per occurrence / $1,000,000 aggregate / $1,000,000 per disease
   2. Employer’s Liability – $1,000,000

ii. Commercial General Liability Insurance:
   1. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $2,000,000
   2. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $2,000,000
   3. Products-Completed Operations – $2,000,000
   4. Personal and Advertising Injury – $2,000,000
   5. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

iii. Automobile Liability:
   1. Bodily Injury:  
      Each Person $1,000,000
      Each Accident $1,000,000
   2. Property Damage:  
      Each Occurrence $1,000,000

iv. Contractual Liability Insurance:
   1. General Aggregate $2,000,000
   2. Bodily Injury and Property Damage Combined Each Occurrence $2,000,000

v. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $1,000,000

b. The District, its staff, supervisors and consultants shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the
State of Florida, and such carrier shall have a Best’s Insurance Reports rating of A-VII.

c. Under such insurance policies, Contractor waives all rights against the District, its supervisors, officers, staff, agents, and employees from any and all liability to the Contractor or anyone claiming through or under the Contractor by way of subrogation.

d. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

10. INDEMNIFICATION.

a. The Contractor shall indemnify, defend, and hold harmless, the District, the District’s Board of Supervisors, District Staff and the District’s agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising in whole or in part from the acts or omissions of Contractor, or the Contractor’s officers, directors, agents, assigns, employees, or representatives.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District’s or its staff, supervisors or consultants limitations on liability contained in Section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor’s responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District’s rights against the Contractor under applicable law.

11. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

12. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.
13. **TAX EXEMPT DIRECT PURCHASES.** The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor’s possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District’s issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

14. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity
after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

15. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

16. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

17. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

18. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

19. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

20. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

21. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees.
of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have
any authority to assume or create any obligation, express or implied, on behalf of the District and the
Contractor shall have no authority to represent the District as an agent, employee, or in any other
capacity, unless otherwise set forth in this Agreement.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this
Agreement are for convenience only and shall neither control nor affect the meaning or construction of
any of the provisions of this Agreement.

23. AGREEMENT. This instrument, together with its attachments which are hereby
incorporated herein, shall constitute the final and complete expression of this Agreement between the
District and Contractor relating to the subject matter of this Agreement. To the extent of any
inconsistency between this document, and the Scope of Services (Exhibit A), this document shall control.

24. ENFORCEMENT OF AGREEMENT. In the event that either the District or the
Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing
party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees,
paralegal fees and costs for trial, mediation, or appellate proceedings.

25. AMENDMENTS. Amendments to and waivers of the provisions contained in this
Agreement may be made only by an instrument in writing which is executed by both the District and the
Contractor.

26. AUTHORIZATION. The execution of this Agreement has been duly authorized by the
appropriate body or official of the District and the Contractor; both the District and the Contractor have
complied with all the requirements of law, and both the District and the Contractor have full power and
authority to comply with the terms and provisions of this instrument.

27. NOTICES. Any notice, demand, request or communication required or permitted
hereunder (“Notice”) shall be in writing and sent by hand delivery, United States certified mail, or by
recognized overnight delivery service, addressed as follows:

A. If to the District: Harbor Bay Community Development District
c/o Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: Joe Roethke

With a copy to: Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Jere Earlywine

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

28. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

29. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Hillsborough County, Florida.

29. **PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida’s public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

a. Keep and maintain public records required by the District to perform the service.

b. Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JOE ROETHKE, C/O RIZZETTA & COMPANY, INC., 9428 CAMDEN FIELD PARKWAY RIVERVIEW, FLORIDA 33578, (813) 533-2950, JROETHKE@RIZZETTA.COM

30. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

31. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel.

In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

By: __________________________
☐ Secretary
☐ Assistant Secretary

By: __________________________
☐ Chairperson
☐ Vice Chairperson

Date: _________________________

ATTEST:

By: __________________________

Its: __________________________

Date: _________________________

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Areas Exhibit
Exhibit C: Forms
Exhibit D: Project Manual and Proposal Pricing
EXHIBIT “A”
SCOPE OF SERVICES
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.). Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the Bahia & St. Augustine grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches. Rotary Mowers are preferred for heights above one (1) inch. Reel type mowers are preferred when mowed to 1” or lower. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings MUST either be collected and removed by the CONTRACTOR OR be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within thirty-six hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Harbor Bay Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mismanaged mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All pond banks identified as such (green) on the overall Harbor Bay Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of three quarter (3/4) to one and one quarter (1 ¼) inches when the turf is Bermuda, three and one half (3 1/2) to four (4) inches when turf is Bahia or St. Augustine. Pond banks will be mowed and/or trimmed to water’s edge. Line trimming to water’s edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height if not slightly higher. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. It is preferred mulch type mowers be used around pond banks. Regardless, mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm’s reach of water’s edge shall
be removed & disposed of by Contractor during every normal service event. Condition of turf is to be determined by the DISTRICT, or its assigns, at their sole discretion.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees and epicormic growth from larger cuts near the base of the crown of the tree shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4’ diameter and up to a 15’ height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10’) over sidewalks, mowed turf areas in or outside of ROW’s, planted areas in or outside of ROW’s and other pedestrian walkways and fifteen feet (15’) over roadways and ROW’s. All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15’ from all CDD-maintained trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles (and other small, flowering & noon-flowering trees) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be “hat racked” at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with
All landscape lighting shall be kept clear of any landscaping encroaching into its light cone on an as-needed basis. It is of utmost importance that all plant material within clear site and visibility triangles is maintained at or below the required heights (typically 24” max. above surrounding asphalt). It is the Contractor’s responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District’s rep, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution shall be proposed and executed.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o’clock – nine o’clock horizontal. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) WEEDS AND GRASSES – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre- & post-emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, FENCES, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.
The CONTRACTOR shall be responsible for the replacement of any and all turf as well as all ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced, repetitive dead patches behind the curb.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material installed by the CONTRACTOR shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If CONTRACTOR misses a service due to inclement weather or any other reason, he is required to make up service the same week. Saturday work is allowed with prior approval.

Reporting

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.
PART 2

FERTILIZATION

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY for CHAPTER 1-15 “FERTILIZER USE AND LANDSCAPE MANAGEMENT”. It is the Contractor’s responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to CDD representative with submission of bids.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF HILLSBOROUGH COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per BMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line between Tampa & Vero Beach. Harbor Bay is approximately fifteen (15) miles south of this line.) Due to its closeness to the line, it is advised a combination of Central/South guidelines be followed for Harbor Bay CDD.

All St. Augustine Sod:

<table>
<thead>
<tr>
<th>Month</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
<tr>
<td>March</td>
<td>Second application of PreM (45 days after first)</td>
</tr>
<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>May</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>July</td>
<td>Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)</td>
</tr>
<tr>
<td>September</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>November</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
</tbody>
</table>

All Bermuda Sod:

<table>
<thead>
<tr>
<th>Month</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
<tr>
<td>March</td>
<td>Second application of PreM (45 days after first)</td>
</tr>
<tr>
<td>March</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>April</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>May</td>
<td>A complete fertilizer based on soil tests</td>
</tr>
<tr>
<td>June</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>July</td>
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</tr>
<tr>
<td>September</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>November</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
</tbody>
</table>

All Bahia Sod:
March  A complete fertilizer based on soil tests + PreM for Bahia
April  Second application of PreM for Bahia (45 days after first)
April  Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June   SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. **It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.**

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft/year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR’S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

**PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg MUST be
in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity PRIOR TO PURCHASING. This is to allow staff to verify the correct sources of nutrients and whether they are water soluble or slow release. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor as required. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to, scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants Contractor is responsible for identification and treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known cure exists, such as Ganoderma, Lethal Yellowing, Lethal Bronzing (f.k.a. TPPD) and Fusarium Wilt, etc. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. Although not a cure and not a 100% effectiveness guarantee, there is a preventative treatment for Lethal Bronzing & Lethal Yellowing; OTC injections. At the CDD’s discretion, an inoculation program may be initiated with the maintenance contractor. The cost of these inoculations should be included as a separate line item in your Pest Control price but not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s), quantity of injection to be determined by the Contractor based on the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat. Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner until disease or infestation has been brought under control. It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers. If at any time the District should become aware of any pest problems, it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.
FIRE ANT CONTROL
Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Finished Landscape Areas as shown on the Maintenance Exhibit. These areas are indicated by the green color. Treatment is limited to irrigated areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all of the existing irrigation systems as indicated on map (approximately 200 zones, 14 irrigation controllers (7-ET based) and 10 pump stations, and approximately 12 battery operated controllers).

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly; Inform District Representative of any problems immediately
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this proposal.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long is necessary to inspect the entire zone for proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance, at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from the District Representatives, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact,
with the approximate price or estimate of repairs, the District Representatives prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may also be provided by the Contractor listing those items that would improve the irrigation system. After the thirty (30) day period has expired, Contractor shall assume responsibility for any and all maintenance costs, including parts and labor, associated with the irrigation system repairs/replacements of 2 inches or less, to include, but not limited to, malfunctioning sprinkler heads, microjet heads, nozzles, drip and delivery lines. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of and not reporting any necessary repairs.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor’s responsibility to apply for and receive a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor’s monthly payment.

Portions of the District are under an ET-based irrigation variance granted by SWFWMD. The irrigation systems in these areas are controlled by one (1) Hunter ACC 1200-12 zone, weather-based expandable controller, six (6) Hunter ACC 1200 pp controllers, and one (1) time-based controller at Welcome Center that are all carefully synchronized for non-overlap operation. Providing water to these controllers are three (3) pump station well sources. Notwithstanding the other provisions of this section, an outside vendor has been contracted to provide the required data collection reporting as part of the District’s agreement as well as to report all water used during the agreement period, and the Contractor shall not have those responsibilities. Further, the outside vendor, and not the Contractor, shall be responsible for remotely monitoring the controllers and maintaining communication with the master controller and satellite controllers. That said, and subject to those limited exceptions, the Contractor shall remain responsible for the on-going day-to-day maintenance of ALL irrigation systems, including but not limited to the ET-based irrigation systems and the non-ET-based systems. It is vital to communicate regularly with the District as well as the outside vendor responsible for monitoring.

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to the District Representatives.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or District Representatives, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Shredded Cypress Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3” depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount. Mulch top-dressing shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with proposal. The price per cubic yard provided in the Contractor’s proposal shall apply to any additional mulch installation services provided during the term of this Agreement.

The District reserves the right to subcontract out any and all mulching events.
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the District Representative, Contractor shall replace approximately four thousand (4,000) annuals in 4” pots up to four (4) times per year in designated areas throughout the community and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove & replace dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of November and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior at each changeout throughout the year. All annual beds shall be raised at least eight inches. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]
EXHIBIT “B”

MAPS
EXHIBIT “C”

FORMS

(ADDITIONAL SERVICES ORDER)
(DAILY WORK JOURNAL)
**HARBOR BAY CDD**
**ADDITIONAL SERVICES ORDER (ASO)**

***FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM***
- Contact District Manager For Finalized Form -

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**Contractor's Name:**  
**District Manager:** Matthew Huber

**Project Manager's Email:**
**District Manager's Email:** mhuber@rizzetta.com

**Contractor's Address:**
**District Address:** 12750 Citrus Park Lane  
Suite 115  
Tampa, Florida 33625

**Contractor's Phone:**
**District Phone:** (813) 933 – 5571

**Contractor's Facsimile:**
**District Facsimile:** (813) 935 – 6212

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**Net Change:** $0.00  
**Amount This ASO:** $0.00

**ASO Amount To Date:** $0.00
**Original Agreement Amount:** $0.00

**Revised Agreement Amount:** $0.00

Reason for Additional Services Order, Please Explain:

________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

Additional Specifications:  

________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

**Original Agreement:** Harbor Bay Community Development District – Landscape Maintenance Services Agreement
IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, 

a local unit of special-purpose government

CONTRACTOR:

By: ________________________________

By: ________________________________

Name: ________________________________

Name: ________________________________

Title: ________________________________

Title: ________________________________

Date: ________________________________

Date: ________________________________
HARBOR BAY CDD

WEEKLY WORK JOURNAL

(this form (or a similar form) must be filled out at the end of each week and turned in to the clubhouse office)

DATE: ____________________

DESCRIPTION OF WORK PERFORMED TODAY: ____________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

LOCATIONS: ____________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

ISSUES REQUIRING ATTENTION: ____________________

(Please notify District Rep. if any) ____________________

________________________________________________________________________

________________________________________________________________________

END
HARBOR BAY CDD

IRRIGATION REPAIR REQUEST FORM

DATE:____________________________

DAMAGE:________________________________________________________________________

________________________________________________________________________________

LOCATION:________________________________________________________________________

________________________________________________________________________________

PROBABLE CAUSE OF DAMAGE:________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

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ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR:________

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IRRIGATION TECHNICIAN’S NAME:__________________________________________

HB REPRESENTATIVE NAME:__________________________________________

(The invoice for this work must match the description of this service request)

END
HARBOR BAY CDD

PEST MANAGEMENT REPORT

DATE: ______________________

SYMPTOMS: ________________________________________________

________________________________________

LOCATION: ______________________

________________________________________

PROBABLE CAUSE OF DAMAGE: ______________________

________________________________________

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: ______________

________________________________________

CERTIFIED PESTICIDE APPLICATOR'S NAME: ______________________

HB REPRESENTATIVE NAME: ______________________

(The invoice for this work must match the description of this service request)

END
EXHIBIT “D”

PROJECT MANUAL AND PROPOSAL PRICING
Tab 19
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA

REQUEST FOR PROPOSALS
FOR
DISTRICT MANAGEMENT SERVICES
AND
AMENITY CENTER MANAGEMENT SERVICES
AND
GROUND MAINTENANCE MANAGEMENT SERVICES

________________ 2019
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3. General Description of Facilities to be Managed

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   Task 2 – Accounting
   Task 3 – Financial and Revenue Collection
   Task 4 - Website Administration
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J. Pricing for Amenity Management Services
K. Pricing for Grounds Maintenance Management Services
L. Acknowledgment
1. GENERAL INFORMATION FOR PROPOSERS

Notice is hereby given that the Harbor Bay Community Development District (the "District") will accept proposals from qualified firms ("Proposers" or "Contractors") interested in providing district management ("District Management"), amenity center management ("Amenity Management") and/or grounds maintenance management ("Grounds Maintenance Management") services for the District and the District's Facilities (hereinafter described). These services are considered contractual services under Florida Law and are not required to be competitively bid. Instead, the District intends to select the proposal(s) that is in the best interests of the District through direct negotiations.

PLEASE NOTE THAT A PROPOSER MAY SUBMIT A PROPOSAL FOR ALL OR PART OF THE SERVICES OUTLINED HEREIN.

In order to submit a proposal, each proposer must be authorized to do business in Florida, hold all required state and federal licenses in good standing, and should otherwise meet any applicable requirements set forth by the District.

All proposals should include the following information, among other things described herein:

A. Completed and executed proposal forms as set forth herein.

B. At least three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

C. A narrative description of the proposer's approach to providing the services for each of the tasks as described in the scope of services provided herein. Proposers must clearly explain proposed staffing levels and provide a suggested organizational chart with defined management and staffing positions. Proposer must clearly quantify individual positions and job responsibilities in its proposal.

D. Complete pricing showing the total cost of providing the services, broken down as set forth on the following price proposal form. For any subcontractor being proposed, the total amount proposed to be paid by the District for these services shall be segregated between the actual funds being paid to the subcontractor and the mark up being charged by proposer.

E. If the proposer is unwilling to propose its services for child-related services and events similar to that which are currently being provided by the District, the proposer shall identify an entity that it will work with to provide such services to the District on a continuing basis and clearly identify the fees charged by such entity.
F. A written statement how the proposer proposes revenues from lessons and special events to be distributed.

Proposers desiring to provide a proposal should submit one (1) original hard copy and one (1) electronic copy of the required proposal no later than [date] 2019 at 5:00 p.m. (EST), to the Offices of Hopping Green & Sams PA, 119 S. Monroe Street, Suite 300, Tallahassee, Florida 32301, Attention: Michael C. Eckert; michaele@hgslaw.com. Proposals shall bear the name of the proposer on the outside of the package for the hard copy and in the header of the email for the electronic copy and shall clearly identify the District. The District may choose not to evaluate any proposal not completed as specified or missing the required documents. By submitting a proposal, proposers acknowledge this is an informal solicitation of proposals for contractual services and there is no right to protest the Board’s selection of the ultimate proposal.

The following information sets out the District’s expectations of the responsibilities and services to be provided by a Contractors, and generally outlines a structure for the services to be provided. If the Proposer desires to propose alternate approaches to operating and maintaining the District’s Facilities, it is strongly encouraged to do so. Proposals will also be accepted for District Management, Amenity Management, and Grounds Maintenance Management and any combination thereof.

Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to waive any technical errors, informalities or irregularities in the proposals if it determines in its discretion it is in the best interest of the District to do so. The District’s Board of Supervisors (the “Board”) shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. The District reserves the right to reject any and all proposals and make modifications to the scope of the work as it deems in the best interests of the District.

Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

Any and all questions relative to this project shall be directed in writing by e-mail only to Michael C. Eckert at michaele@hgslaw.com, with an e-mail copy to Sarah Sandy at sarahs@hgslaw.com.

Harbor Bay Community Development District
Hopping Green & Sams PA, District Counsel
2. GENERAL DESCRIPTION OF THE DISTRICT AND FINANCING

The District was established by Hillsborough County Board of County Commissioners Ordinance 99-11 in 1999. The majority of the lands within the District are developed, although there remains a significant amount of undeveloped land. The District includes both residential and non-residential land uses. All District Board supervisors are residents of the District and unaffiliated with the developer.

The District has two series of bonds outstanding which are currently performing as required by the applicable trust indentures. These bonds were issued in 2001 and 2002. The District is currently evaluating a refinancing of its outstanding bonds. The District is also contemplating a new bond issue to reconstruct approximately 6-7 miles of seawall internal to the community at an approximate cost of $15-20 million.

3. GENERAL DESCRIPTION OF FACILITIES TO BE MANAGED

The District consists of approximately 765 acres of land located entirely within Hillsborough County, Florida. The District owns, operates and maintains various common areas, parking lots, stormwater management ponds and structures, roadways, neighborhood parks, playgrounds, amenity center, swimming pools, tennis courts, basketball courts, hardscaping, entry features, and onsite and offsite landscaping and irrigation systems (collectively, including the Amenity Facilities described below the “Facilities”). Specifically, the District’s amenity and park Facilities include the following, together with their appurtenant areas, facilities, equipment, and other appurtenances (collectively, the “Amenity Facilities”):

- Mirabay Clubhouse (107 Manns Harbor Drive);
- Fitness center and group exercise room;
- Resort-style locker rooms with saunas;
- Resort-style pool with restroom and lap swimming lanes;
- Outfitters;
- Admiral’s Lounge;
- Gallery Café;
- Lagoon Room and veranda with catering kitchen;
- Spa and Salon;
- Five (5) night-lit champion Tennis Courts / Racquet Club with restroom facilities;
- Two (2) full-court (non-regulation sized) Basketball Courts;
- Dockers Youth Activities Room;
- Tots Playground;
- Mirabay Boulevard Playground Park;
- Sand Volleyball Court;
- Admiral’s Pointe clubhouse (5248 Admiral Pointe Drive) and pool;
Wolf Creek Park;
All other amenity and park facilities owned by the District.

Currently, Rizzetta & Company, Inc. provides District Management Services. WTS International, Inc. provides Amenity Management Services. Rizzetta Amenity Services, Inc. provides Grounds Maintenance Management Services. The maintenance and management contracts currently in effect are public records and can be obtained by contacting: Joe Roethke at jroethke@rizzetta.com. Proposers should familiarize themselves with the District’s lands and Facilities prior to submitting a proposal.

The ultimate agreement or agreements entered into for the services described herein will provide that the Contractor is not entitled to bill for hours contemplated by the agreement or agreements but not staffed.

4. SCOPE OF DISTRICT MANAGEMENT SERVICES NEEDED

Task 1 - MANAGEMENT
A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners’ meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.

B. Suggest actions, and implement actions approved by the Board, that lead to the efficient management of District meetings and workshops. Examples include increased communication with Supervisors, management of meeting discussions, etc.

C. Suggest actions, and implement actions approved by the Board, that lead to prudent financial decisions. Examples include estimating future funding needs, suggesting consultants to improve investment returns, and suggesting processes to ensure appropriate maintenance, repair and replacement of capital assets.

D. Ensure compliance with all statutes affecting the district which include but are not limited to:
   1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
   2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
   3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
   4. Provide Form 1 Financial Disclosure documents for Board Members
5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.

6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed

7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.

8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.


10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.

11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
   a. Provide written notice to owners of public hearing on the budget and its related assessments.

12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district’s creation.

13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.

14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.

15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.

16. Provide for submitting the regular meeting schedule of the Board to County.

17. Provide District Map and update as provided by the District’s Engineer as needed to the Department of Economic Opportunity and the County.

18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections.

19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.

20. Provide for public records announcement and file document of registered voter data each June.

21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.

23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
   a. Provide for the appropriate ad templates and language for each of the above.

24. Provide for instruction to Landowners on the Election Process and forms, etc.

25. Respond to Bond Holders Requests for Information.

26. Implement the policies established by the Board in connection with the operations of the District.

E. Assist in the negotiation of contracts, as directed by the Board of Supervisors.

F. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.

G. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.

H. Monitor certificates of insurance as needed per contracts.

I. Answer Project Status Inquiries from Contractors Bonding Companies.

J. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

K. Communicate with residents and landowners via email, phone and website, ensuring the District’s website provides relevant information for residents and supervisors.

L. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors’ Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.

M. Provide accurate minutes for all meetings and hearings, including landowners’ meetings.

N. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.

1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
O. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District’s adopted public records policy. (Fulfilling routine public records requests shall not result in additional charges to the District. See Task 6 below for Extraordinary Public Records Requests.)

P. Maintain “Record of Proceedings” for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

Task 2 - ACCOUNTING

A. Financial Statements

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
   a) Chart of Accounts
   b) Vendor and Customer Master File
   c) Report creation and set-up.

2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
   a) Cash Investment Account Reconciliations per fund
   b) Balance Sheet Reconciliations per fund
   c) Expense Variance Analysis


4. Prepare and file Public Depositor’s and Indemnification Form on new accounts as needed.

5. Manage banking relations with the District’s Depository and Trustee.

6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.

7. Account for assets constructed by or donated to the District for maintenance.

8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.

9. Provide Audit support to auditors for the required Annual Audit, as follows:
   a) Review statutory and bond indenture requirements
b) Prepare Audit Confirmation Letters for independent verification of activities.

c) Prepare all supporting accounting reports and documents as requested by the auditors

d) Respond to auditor questions

e) Review and edit draft report

f) Prepare year-end adjusting journal entries as required

10. Provide for transmission of the Audit to the County and the Auditor General’s Office of the State.

11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.

2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.

3. Prepare and cause to be published notices of all budget hearings and workshops.

4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.

   a) Manage Vendor Information per W-9 reports

2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.

3. Maintain checking accounts with qualified public depository including:

   a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
   a) File reports with IRS.

D. Capital Program Administration
1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
   a) Vendor Contract completion status
   b) Verify Change Orders for materials
   c) Check for duplicate submittals
   d) Verify allowable expenses per Bond Indenture Agreements such as:
      (1) Contract Assignment
      (2) Acquisition Agreement
      (3) Project Construction and Completion Agreement
3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District’s Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing
1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management
1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer, of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

Task 3 - FINANCIAL AND REVENUE COLLECTION

A. Administer Prepayment Collection:
   1. Provide payoff information and pre-payment amounts as requested by property owners.
   2. Monitor, collect and maintain records of prepayment of assessments.
   3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
   4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:
   1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
   2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
   3. Verify assessments on platted lots, commercial properties or other assessable lands.
   4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
   5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/ lots:
   1. Maintain and update current list of owners of property not assessed via the tax roll.
   2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:
   1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
   2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

Task 4 – WEBSITE ADMINISTRATION

Contractor shall, insure that the District’s web sites remain in compliance with all applicable Florida law regarding the content and functionality of such web site and provide for the long-term storage of all web-site content and email in compliance with all applicable Florida law for public entities regarding records retention. Contractor, to the extent it has the technological capability, shall assist the District in developing and maintaining two websites if desired by the Board.

Task 5 – DISSEMINATION AGENT

Contractor shall serve as the District’s dissemination agent under applicable Continuing Disclosure Agreements.

Task 6 - “AS NEEDED” SERVICES

A. Financial Reports
   1. Modifications and Certification of Special Assessment Allocation Report;

B. Bond Issuance Services
   1. Special Assessment Allocation Report;
      a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
      b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
      c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
   2. Bond Validation;
a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.

b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

   a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

C. Amendment to District boundary;

D. Grant Applications;

E. Escrow Agent;

F. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

G. Extraordinary Public Records Requests Requiring Significant Effort to Fulfill

H. Litigation Support

Task 7 - SERVICES PROVIDED TO THIRD PARTIES:

A. Issue estoppel letters as needed for property transfers
   1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
   2. Issue lien releases for properties which prepay within in the District.

B. Bond prepayment processing
   1. Collect bond pre-payments, both short term and long-term bonds, verify amounts and remit to Trustee with deposit instructions.
   2. Maintain collection log showing all parcels that have pre-paid assessments.
   3. Prepare, execute and issue release of lien to be recorded in public records.
5. **SCOPE OF AMENITY MANAGEMENT SERVICES NEEDED**

**Task 1 – MANAGEMENT AND STAFFING**

The District requests all proposals provide for the following management and staffing. If Proposers believe a different management and staffing structure would be more beneficial to the District, it shall be proposed as an alternate so that the District can evaluate both approaches. In addition, the General Manager responsibilities are included within the Scope of Amenity Management Services. However, if a proposer believes these responsibilities are better suited under the scope of District Management Services or Grounds Maintenance Management Services, the proposer shall include this alternative structure in their proposal.

A. **General Manager.** The General Manager shall:

   i. Manage all maintenance and amenity operations for the District;

   ii. Manage the entire staff provided by Contractor, ensure mission completion, and oversee workplace operations to maintain and improve effectiveness and efficiency;

   iii. Oversee and ensure continuous and consistent District-related communications for residents (including upcoming parties, board meetings, common property issues, etc.) using social media;

   iv. Manage and execute the maintenance and recreation budget adopted by the Board and provide monthly updates of all management expenditures;

   v. Ensure Facilities are in good condition for residents at all times;

   vi. Report any major issues or cost overruns promptly to the District Manager or the District Board Chair;

   vii. Ensure all subcontracts and outside vendor maintenance contracts are executed as described (including, but not limited to, janitorial, security, lifeguard, lake maintenance, and landscape maintenance);

   viii. Manage food & beverage staff at Amenity Facilities;

   ix. Provide and Manage a Point of Sales System which can be used for food, beverage and events, can track food and beverage inventory and ensure daily deposits of revenues; Train-on, use, manage, and facilitate use of the District’s maintenance management software;

   x. Create annual budget for food and beverage operations;

   xi. Present professional “to the point” updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
xii. Monitor and enforce the District’s written rules and policies, including its Amenity Rules Handbook, as it is updated from time-to-time (the “Amenity Rules”), as well as ensuring all Contractor personnel are familiar with the Amenity Rules;

xiii. Document all complaints, injuries, and maintenance issues in a specified log book and report all issues to the District Manager and/or District Counsel, as needed;

xiii. Interact with residents and guests on a day-to-day basis;

xv. Train all staff to treat residents and guests with respect and to provide the best possible customer service to residents and guests to ensure a safe and comfortable environment;

xvi. Have expansive knowledge of social media sites, including Facebook;

xvii. Have expansive knowledge of Microsoft Outlook, Word, Excel, Powerpoint; and

xviii. Have at least 5 years of management experience in a similar environment or community atmosphere.

B. **Amenities Management.** The Amenities Management personnel shall work under and at the direction of the General Manager and shall be responsible for the following:

i. Manage and operate the Amenities Facilities to provide a high-quality experience for patrons with a hospitality focus; consistently and effectively creates a flexible and interactive lifestyle for Amenities Facilities patrons;

ii. Manage and hire personable, articulate, well-groomed and highly motivated individuals as needed for tasks outlined herein and select events throughout the year;

iii. Provide seamless day-to-day Amenities Facilities operation creating a comfortable and safe environment;

iv. Daily general inspection of the Amenities Facility at both (i) the beginning of each day, which shall include but not be limited to, picking up loose trash, inspecting for property damage, arranging furniture, ensuring that door locks and/or gate latches are secure and functional, ensuring that any equipment is clean, functional, and free from safety hazards, and reviewing the security recording for the period since the director was last on site; and (ii) at the end of each day, which shall include but not be limited to, ensure all doors and windows at the Mirabay clubhouse are secure, and the card access system is engaged, and ensure that the gate latches are secure at the pools, tennis courts, and other facilities;
v. In the event of forecasted inclement weather, secure outdoor furniture and take other appropriate steps to help prevent loss of damage;

vi. Oversee and develop boating activities;

vii. Maintain an inventory of, and order and stock when necessary, supplies and equipment for the operation of the Amenities;

viii. Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions, and operational improvements;

ix. Establish and maintain tracking and reporting procedures for use of the Amenities Facilities use, including daily and monthly use, and trends in use.

x. Provide monthly written reports summarizing operations, programming, and participation levels, and describing any other areas or items of interest pertinent to the Amenities;

xi. Prepare an estimated annual operating budget by April 15 and a final estimated annual budget by August 1, including both anticipated revenues and expenses, for the District;

xii. Field resident questions and concerns regarding the amenity facilities and program;

xiii. Respond to and document any incident or accident reports that occur at the Amenity Facilities, and forward them appropriately;

xiv. Administer the card access program for residents, guests and others using the District’s Amenity Facilities, including checking patron access cards, ensuring new patrons execute applicable forms, and monitoring the District’s guest and visitor policies all in accordance with the District Amenity Rules;

xv. Provide orientations for new patrons using the Amenities Facilities, including any Amenities equipment;

xvi. Administer the resident gate tag program and monitor the access system.

xvii. Administer temporary suspensions of privileges to use the amenity facilities in accordance with the District’s Amenities Rules.

xviii. Attend all meetings of the Board and be prepared to provide a report regarding the general management of the Amenities;

xix. Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;

xx. Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury,
property loss, or loss of life, in the event of an actual or potential major disaster;

xxi. Oversee and supervise the Outfitters retail outlet to include:
   o Ensure that the outlet is staffed at all times (hours of operation to be approved by District) and that staffing levels, salaries and benefits will be included as part of the District’s budget;
   o Ensure that retail merchandise and stock control systems are implemented and monthly stock-takes are conducted. Results of any stock variances will be included in the monthly District report.
   o Supervise purchasing and stock levels (all purchases to be approved in writing by District) and ensure the retail display areas are maintained to a high standard.
   o Proposers should take note that there are currently no sales from Outfitters at this point and it may be repurposed as a tiki bar in the future.

xxii. Develop all promotional and informational materials (including flyers, bulletins, etc.) in order to effectively expose and promote the Amenities, which efforts shall include, among other things:
   o Develop and implement a promotional plan to increase and maintain usage levels of the Amenities Facilities;
   o Training and supervising any personnel involved in the promotion of programs;
   o Assisting in the distribution of brochures, direct mail pieces or any other internal collateral information to be used as part of the promotion of the programs;
   o Publish a monthly activities calendar and newsletter, which shall be posted on the community website, distributed via e-mail, and made available in hard copy at the Amenities clubhouse
   o Developing quarterly plans outlining in detail specific promotions with anticipated revenue and expenditures; and
   o Working to consistently expose the Amenities Facilities to existing and potential patrons.

xxiii. Maintain up-to-date information on the community website.

xxiv. Contractor shall provide a detailed profit and loss statement for each event or program offered by the District on a monthly basis.
Task 2 – EVENT PLANNING SERVICES

A. As part of the Amenities Management services, Contractor shall:

i. Develop and administer athletic and cultural lessons, classes, programs and leagues available to the Mirabay community;

ii. Receive a set budget to plan parties/events for residents each year. (Examples of events include seasonal events, teen parties, pool parties, fun runs, scavenger hunts, food trucks, wine tasting, polar plunge, parents’ night out events, holiday parties, children’s activities etc.);

iii. Provide the District with an event calendar prior to each fiscal year outlining a description of each event, budget for each event, etc.;

iv. Plan community parties and events catered to children of all ages and events for adults and seniors;

v. Coordinate and oversee private rentals of the District’s Facilities in accordance with the District’s Amenities Rule;

vi. Plan, coordinate, and provide regular children’s programming such as recreational day camps, story time, and arts and crafts activities (“Children’s Activities”);

vii. Ensure all staff assisting with Children’s Activities are properly background checked, at least one staff member is certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District, and all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children are adhered to, including the maintaining of any required licenses or other approvals necessary for such programs or activities.
Task 3 – SWIM AMENITIES SERVICES

Contractor shall oversee the management of the District’s swimming amenities (e.g., the swimming pools, slide, etc.) (together, “Swim Amenities”), including the following:

i. Contractor shall be responsible for the checking in on, monitoring and supervising the safety of the patrons of the Swim Amenities.

ii. Responding to first aid situations, enforcing the Amenities Rules, performing light pool area cleaning, managing pool staff, and handling phone calls.

iii. Managing a full- and/or part-time staff for Swim Amenities in order to:
   a. deliver the services associated with the Swim Amenities at a level consistent with the District’s annual budget; and
   b. ensure that the District’s operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida’s Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).

iv. To the extent required by law, the Contractor shall employ lifeguards who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise meet any other legal requirements, and maintain documentation of such certification and training.

v. Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the Swim Amenities, including any injuries or damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

vi. Contractor’s personnel shall be familiar with all District written rules and policies.
Task 4 – FOOD AND BEVERAGE OPERATIONS; ALCOHOL SALES AND LIQUOR LICENSE

i. Contractor shall be responsible for supervising and operating the food and beverage operations (including all sales of alcoholic beverages) at the Amenities Facilities, including the hiring and training of part time staff, as required.

ii. Contractor shall provide a detailed profit and loss statement of food and beverage operations on a monthly basis.

iii. Contractor and District shall be joint license holders on the District’s alcohol license.

iv. Contractor facilities and coordinates all application processes relating to such alcohol license, provided the District shall be responsible for all license application fees and expenses.

v. Contractor shall be responsible for ensuring that all activities at District Facilities are performed in accordance with the District’s Alcohol Policy and all applicable laws, rules, and regulations governing the sale and service of alcoholic beverages at District Facilities.

vi. Contractor shall work with the District to develop the District’s Alcohol Policy and amend such policy as necessary from time to time.

vii. Contractor shall be responsible for providing and managing staff qualified and authorized to provide alcohol related services under Florida law and taking all reasonable steps to ensure that such staff members are so qualified and authorized including by conducting background checks or similar screening processes.

viii. Contractor shall ensure that staff involved with serving alcohol attend training prior to working at the District Facilities and receive training on an annual basis thereafter on applicable subjects of Florida law, the District’s policies and procedures, and topics including, but not limited to, methods for verifying legal age of customers, identifying and addressing underage and intoxicated customers, preventing and noticing third party sales, and reporting alcohol related incidents.
Task 5 – JANITORIAL SERVICES

A. Contractor shall perform the following duties in order to maintain the cleanliness of the Facilities’ indoor space and bathroom areas:

i. Maintain the general appearance of all indoor spaces by vacuuming carpet, dusting, furniture positioning, cleaning all tiled areas and cleaning windows and bathrooms.

ii. In addition to vacuuming, maintain carpeting by treating stained areas.

iii. Window cleaning includes window ledges and blinds.

iv. Cleaning of kitchen areas.

v. Bathroom cleaning includes – but is not limited to - all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (costs of paper products and soap shall be included in the flat annual fee proposal.)

vi. Dusting includes window ledges and blinds, furniture, baseboards, countertops and lights.

vii. Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.

viii. Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly labeled and stored.

ix. District shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to in writing by the District Board or District Manager), such as special treatment of carpet stains by an outside contractor, such special janitorial services and/or equipment/supplies shall be billable to the District.

x. Wiping down and cleaning of fitness equipment no less than twice weekly is required.
Task 6 – POOL MAINTENANCE SERVICES

A. The Contractor shall provide the following duties in order to maintain the District’s swimming pools:

   i. Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.

   ii. Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).

   iii. Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level, and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.

   iv. Manually skim, brush and vacuum pools as necessary. Maintenance shall be performed three (3) days per week, or as needed. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment as necessary.

   v. Advise the District of any necessary repairs, cleaning, or replacement items required due to “normal wear & tear,” “acts of God,” or vandalism. Such repairs shall be billed separately, upon approval of the District Board or District Manager.

B. All chemicals required for cleaning the pools, including, but limited to, special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed separately. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall be billed separately as well. The District shall purchase directly, all pool chemicals necessary to comply with the above.

C. The Monthly Pool Service Fee Proposal shall include provision of an automated chemical controller provided no additional cost to the District.

D. These services include providing a dedicated commercial-duty pool vacuum kept on site to provide improved response by on-site staff in the event of emergencies, at no additional cost to the District.
6. **SCOPE OF GROUNDS MAINTENANCE MANAGEMENT SERVICES NEEDED**

The Grounds Maintenance Management personnel shall work under and at the direction of the General Manager and shall be responsible for the following:

1. Responsible for day-to-day operations, managing vendor contracts relating to the Facilities, development of standard operation policies and procedures;
2. Ensuring a presentable overall appearance of the Facilities;
3. Negotiate purchasing and potential bidding of contracted services, process and manage work orders, as needed, and review all invoices.
4. Oversee the community landscape contract and aquatic maintenance contract, and ensure that outside contractors meet all terms and conditions as outlined, provide quality services, and evaluate their performance;
5. Supervise any staff hired by Contractor necessary to perform the Maintenance Management duties contained herein;
6. Oversee the District’s landscape maintenance contractor, including approving any invoices from the vendors after determining that the goods or services were received in good condition, and ensure that all landscape around the community stays in good condition at all times;
7. Oversee the District’s landscape maintenance contractor or arborist, including approving any invoices from the vendors after determining that the goods or services were received in good condition, and ensure all trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, all mulched areas are kept clean of debris and trash;
8. Oversee the District’s aquatic plant maintenance contractor, including approving any invoices from the vendors after determining that the goods or services were received in good condition and consistently monitor all community ponds for algae and seepage/bank issues;
9. Oversee the District’s contractors performing emergency repairs and other services, including approving any invoices from the vendors after determining that the goods or services were received in good condition and coordinate emergency repairs (e.g., broken sprinkler heads, etc.);
10. Report major repairs to District property and Facilities (outside of landscape contract) in a timely manner and coordinate such repairs upon approval by the General Manager;
xi. Report professionally at each District Board meeting with monthly management report and with status of all repairs completed, and provide suggestions of key items needed to enhance the community;

xii. Maintain all Facilities, including both amenity centers, parks, common areas, etc.; complete minor repairs to the Amenity Facilities for plumbing, electrical, interior and exterior painting, fence paint touch-up, clean gutters, entrance/exit gates, etc.;

xiii. Responsible for daily repairs to and upkeep of all District common areas, including trash pick-up around the community;

xiv. Repair equipment as able and promptly report the need for any repairs not able to be performed; monitor condition of all doors, adjoining fencing and gates, and resolve any problems, either through repairs or adjustments, or securing services of door/gate contractor; touch-up painting as needed; control cobwebs and prevent other debris from accumulating on exterior walls; and replace interior lights and air conditioner filters as needed. (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District’s satisfaction);

xv. Maintain and manage preventative maintenance records, inventories, purchases, warranties, regular maintenance and inspections for the Facilities, as needed including fire inspections, pest control, mechanical systems, security alarms, which shall be maintained on the District’s maintenance management software;

xvi. Oversee maintenance and operation of the security systems and structures installed at the Facilities, and respond to calls and other items from the security provider;

xvii. Recommend and implement a maintenance and replacement program for fitness equipment;

xviii. Survey all community light structures, including gas lanterns, weekly and replace as needed or call utility provider for replacement of major community lights;

xix. Monitor all roads for potholes or drainage issues, sidewalks, curbs, street signs, monuments, and informational signs, and report to the appropriate groups for repair;

xx. Pressure wash all pool decks, monuments, hardscape, curbs, sidewalks, sports courts and clubhouses at least twice per year, or more often if needed;

xxi. Empty waste receptacles and pick up debris around all entrances, picnic areas, swimming pool decks, parks, playgrounds, sports courts, doggie stations, sidewalks/landscaping around clubhouses;

xxii. Maintain swimming pool decks by blowing off entire pool deck, arranging furniture, adjusting umbrellas, and cleaning BBQ grills.
xxiii. Oversee and maintain community parks, dock, and boat lift operations by checking condition of deck, lift operation, storage bin, etc., and training residents for proper operation of the boat lift;

xxiv. Clean all outdoor furniture;

xxv. Maintain and assess playground equipment for safety issues on a regular basis;

xxvi. Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear and tear,” “acts of God,” or vandalism, and secure cost estimates for same;

xxvii. Have at least 10 years of experience maintaining a similar community, apartment or housing complex, or similar type facility; and

xxviii. A prior contracting license and contracting and landscape maintenance experience is preferred.
7. **WHAT IS NOT INCLUDED IN THE RFP**

1. Performance of Primary Landscape Maintenance Services
2. Performance of Primary Aquatic Plant Maintenance Services
3. Performance of Primary Security Services
4. Engineering Services
5. Legal Services
6. Auditing Services
8. PROPOSAL FORMS

8.A.

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF ______________________
COUNTY OF ____________________

Before me, the undersigned authority, appeared the affiant, ________________, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ________________ for ____________________ ("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal ("Proposal") provided in response to the Harbor Bay Community Development District proposal for amenity center management and grounds maintenance management. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information ninety (90) days from the opening of the proposals.

5. The Proposer acknowledges the receipt of the complete Request for Proposals as provided by the District and as described in the Table of Contents, as well as the receipt of the following Addendum Numbers: __________________________________________________.

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Harbor Bay Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

[Signature page to follow]
Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _________ day of _______________________, 2019.

Proposer:__________________________________
By:______________________________________
Title:_____________________________________

STATE OF ____________________________
COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this ___ day of _________________________, 2019, by ________________________, of ________________________, who is personally known to me or who has produced ______________________________ as identification, and did [ ] or did not [ ] take the oath.

Notary Public, State of Florida
Print Name:________________________________
Commission No.:___________________________
My Commission Expires: ____________________
8.B.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Harbor Bay Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ___________________ for ____________________ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer’s business address is ______________________________________

4. Proposer’s Federal Employer Identification Number (FEIN) is ________________

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: ___________________________.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or,
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The
final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this ______ day of _______________________, 2019.

Proposer:__________________________________
By:______________________________________
Title:_____________________________________

STATE OF ___________________________
COUNTY OF _______________________

The foregoing instrument was acknowledged before me this ___ day of ________________________, 2019, by __________________ of __________________, who is personally known to me or who has produced __________________________ as identification, and did [ ] or did not [ ] take the oath.

________________________________________
Notary Public, State of Florida
Print Name:_______________________________
Commission No.:__________________________
My Commission Expires:_________________________
8.C.
GENERAL PROPOSER INFORMATION

- *Proposer General Information:*

  Proposer Name ___________________________________________________________

  Street Address ___________________________________________________________

  P. O. Box (if any) _______________________________________________________

  City ___________________ State _______________ Zip Code __________

  Telephone __________________ Fax no. _____________________________

  1st Contact Name __________________________ Title _________

  2nd Contact Name __________________________ Title _________

  Parent Company Name (if any) ___________________________________________

  Street Address _______________________________________________________

  P. O. Box (if any) _______________________________________________________

  City ___________________ State _______________ Zip Code __________

  Telephone __________________ Fax no. _____________________________

  1st Contact Name __________________________ Title _________

  2nd Contact Name __________________________ Title _________

- *Company Standing:*

  Proposer’s Corporate Form: __________________________________________
  (e.g., individual, corporation, partnership, limited liability company, etc.)

  In what State was the Proposer organized? __________________ Date __________

  Is the Proposer in good standing with that State? Yes ___ No ___
If no, please explain ____________________________________________

________________________________________________________________________

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain ____________________________________________

________________________________________________________________________

• What are the Proposer’s current insurance limits?

  General Liability $__________
  Automobile Liability $__________
  Workers Compensation $__________
  Expiration Date ____________

• Licensure – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
8.D. PERSONNEL

- List the location of the Proposer’s office, which would perform work for the District.

  Street Address ________________________________________________________________

  P. O. Box (if any) _____________________________________________________________

  City ______________________ State _________________ Zip Code ________________

  Telephone __________________________ Fax no. _________________________________

  1st Contact Name ______________________________ Title ______

  2nd Contact Name ______________________________ Title ______

- Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer’s Officers and Supervisory Personnel, and attach resumes for any Supervisory Personnel listed.

- Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):

  Subcontractor Name __________________________________________________________

  Street Address _____________________________________________________________

  P. O. Box (if any) ____________________________________________________________

  City ______________________ State _________________ Zip Code ________________

  Telephone __________________________ Fax no. _________________________________

  1st Contact Name ______________________________ Title ______

  2nd Contact Name ______________________________ Title ______

  Proposed Duties / Responsibilities: ____________________________________________

  Please describe the subcontractor’s role in other projects on behalf of the Proposer:

  Project Name/Location: ________________________________________________________
Contact: ___________________ Contact Phone: _____________________________
Project Type/Description: ______________________________________________
Dollar Amount of Contract: ______________________________________________
Proposer’s Scope of Services for Project: _________________________________
                                                                                   
                                                                                   
                                                                                   
Dates Serviced: __________________________________________________________

- Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer’s personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:
  
                                                                                   
                                                                                   
                                                                                   

Provide the following information for key officers of the Proposer and parent company, if any.

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION OR TITLE</th>
<th>RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
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FOR PARENT COMPANY (if applicable)

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<thead>
<tr>
<th>NAME</th>
<th>POSITION OR TITLE</th>
<th>RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
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PROPOSER: ___________________________  DATE: ________________
DRAFT
SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK
**NOTE: ATTACH RESUMES OF INDIVIDUALS LISTED BELOW**

PROPOSER: ___________________________ DATE: ___________________________

<table>
<thead>
<tr>
<th>INDIVIDUAL'S NAME</th>
<th>PRESENT TITLE</th>
<th>JOB RESPONSIBILITIES</th>
<th>OFFICE LOCATION</th>
<th>% OF TIME TO BE DEDICATED TO THIS PROJECT</th>
<th>YEARS OF EXPERIENCE IN PRESENT POSITION</th>
<th>TOTAL YEARS OF RELATED EXPERIENCE</th>
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8.E. EXPERIENCE

- Has the Proposer performed work for a community development district or master planned residential community in excess of 300 acres previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary: if there are more than five districts or communities that are responsive, please provide the information requested for the five most similar to the Harbor Bay CDD):

  Project Name/Location: _____________________________________________________________
  Contact: ___________________ Contact Phone: _______________________________________
  Project Type/Description: _______________________________________________________
  Dollar Amount of Contract: _______________________________________________________
  Scope of Services for Project: _____________________________________________________
  _______________________________________________________________________________
  _______________________________________________________________________________
  _______________________________________________________________________________
  Dates Serviced: ___________________________________________________________________

- List the Proposer’s total annual dollar value of district management completed for each of the last three (3) years starting with the latest year and ending with the most current year:

  2018 =
  2017 =
  2016 =

- List the Proposer’s total annual dollar value of amenity center management completed for each of the last three (3) years starting with the latest year and ending with the most current year:
List the Proposer’s total annual dollar value of grounds maintenance management completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2018 =

2017 =

2016 =

Please provide the following information for each project that is similar to this project, and that you are currently undertaking, or have undertaken, in the past five years. (Attach additional sheets if necessary; if there are more than five projects that are responsive, please provide the information requested for the five most similar to the Harbor Bay CDD):

Project Name/Location:_____________________________________________________
Contact:_____________ Contact Phone: _________________________________
Project Type/Description: _______________________________________________
Dollar Amount of Contract: _____________________________________________
Your Company’s Scope of Services for Project: __________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
List of subcontractors used: __________________________________________________________

________________________________________

Is this a current contract? Yes ___ No ___

Duration of contract: __________________________________________________________
Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any district management, amenity management and/or grounds maintenance management contract within the past 3 years? Yes _____ No _____ For each such termination, please provide the following information (attach additional sheets as needed):

- Project Name/Location: ____________________________________________________________
- Contact: _______________ Contact Phone: ________________________________
- Project Type/Description: ______________________________________________________
- Dollar Amount of Contract: ____________________________________________________
- Scope of Services for Project: _________________________________________________
- Dates Serviced: ________________________________________________________________
- Reason for Termination: _________________________________________________________
DRAFT

- Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___
  If yes, please describe each violation, fine, and resolution

- Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___
  If yes, please describe each incident

- Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:
  The names of the entities
  The state(s) where barred or suspended
  The period(s) of debarment or suspension
  Also, please explain the basis for any bar or suspension:
• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer’s role in the action, and the status and/or resolution of the action.

________________________________________________________________________

________________________________________________________________________

• List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer’s role in the litigation, and the status and/or resolution of the litigation.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
8.F.
SUPPLEMENTAL QUESTIONS FOR DISTRICT MANAGEMENT SERVICES

1. Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company?

2. Referencing a specific community(s), what changes have you suggested to Boards to improve the efficiency of their meetings?

3. Referencing a specific community(s), how have you guided Boards on how to address speeding by residents?

4. Referencing a specific community(s) and without disclosing any information deemed confidential or exempt under Florida law, how have you suggested Boards address security within the community?

5. Referencing a specific community(s), how have you suggested Boards handle the investment of their funds?

6. Please provide appropriate contact information for every community referenced in your answers.

7. In terms of size and complexity, please provide contact information for the community most similar to Harbor Bay that you are already managing.
SUPPLEMENTAL QUESTIONS FOR AMENITY MANAGEMENT SERVICES

1. Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company?

2. Referencing a specific community(s), how have you suggested the Board improve the operating margins of a café or restaurant?

3. Referencing a specific community(s), how have you increased community participation in planned activities:
   - For children?
   - For teens?
   - For adults?

4. Please provide contact information for every community referenced in your answers.

5. In terms of size and complexity, please provide contact information for the community most similar to Harbor Bay that are already managing.
8.H. SUPPLEMENTAL QUESTIONS FOR GROUNDS MAINTENANCE MANAGEMENT SERVICES

1. Referencing a specific community(s), what Best Practices are now being implemented due to the suggestion of your company?

2. Referencing a specific community(s), how have you suggested the Board address the ongoing maintenance and replacement of community assets?

3. How many onsite employees would you suggest be utilized at Harbor Bay?
   - What types of projects would be handled by employees and which projects would be handled by outside vendors?
   - What skill sets and prior experiences would you seek in an individual hired to achieve the staffing support described in the prior question?

4. Please provide contact information for every community referenced in your answers.

5. In terms of size and complexity, please provide contact information for the community most similar to Harbor Bay that you are already managing.
8.I. PRICING – DISTRICT MANAGEMENT SERVICES

IF THE PROPOSER IS SUBMITTING A PROPOSAL FOR DISTRICT MANAGEMENT SERVICES, PLEASE COMPLETE THE FOLLOWING.

Proposed Fee

- Task 1 - Management
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________
- Task 2 - Accounting
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________
- Task 3 – Financial and Revenue Collection
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________
- Task 4 – Website Administration
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________
- Task 5 – Dissemination Agent
o Year 1 - $_____________________
  o Year 2 - $_____________________
  o Year 3 - $_____________________
  o Year 4 - $_____________________
  o Year 5 - $_____________________

- Task 6 – “As Needed” Services
  o To Be Negotiated

- Task 7 – Services Provided to Third Parties
  o To Be Negotiated
8.J.
PRICING – AMENITY MANAGEMENT SERVICES

IF THE PROPOSER IS SUBMITTING A PROPOSAL FOR AMENITY MANAGEMENT SERVICES, PLEASE COMPLETE THE FOLLOWING.

Proposed Fee

- Task 1 – Management and Staffing
  A. General Manager
    o Year 1 - $_____________________
    o Year 2 - $_____________________
    o Year 3 - $_____________________
    o Year 4 - $_____________________
    o Year 5 - $_____________________
  B. Amenities Management
    o Year 1 - $_____________________
    o Year 2 - $_____________________
    o Year 3 - $_____________________
    o Year 4 - $_____________________
    o Year 5 - $_____________________

- Task 2 - Event Planning/Party Coordinator Services
  o Year 1 - $_____________________
  o Year 2 - $_____________________
  o Year 3 - $_____________________
  o Year 4 - $_____________________
  o Year 5 - $_____________________

- Task 3 - Swim Amenities Services
  o Year 1 - $_____________________
  o Year 2 - $_____________________

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- Task 4 - Food and Beverage Operations; Alcohol Sales; Liquor License.
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________
  If a subcontractor is proposed, please indicate:
    - Amount to be Paid to Subcontractor $_____________________
    - Mark up retained by Proposer $_____________________

- Task 5 - Janitorial Services
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________
  If a subcontractor is proposed, please indicate:
    - Amount to be Paid to Subcontractor $_____________________
    - Mark up retained by Proposer $_____________________

- Task 6 - Pool Maintenance Services
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________
  If a subcontractor is proposed, please indicate:
    - Amount to be Paid to Subcontractor $_____________________
    - Mark up retained by Proposer $_____________________
8.K.
PRICING – GROUNDS MAINTENANCE MANAGEMENT SERVICES

IF THE PROPOSER IS SUBMITTING A PROPOSAL FOR GROUNDS MAINTENANCE MANAGEMENT SERVICES, PLEASE COMPLETE THE FOLLOWING.

Proposed Fee

- Grounds Maintenance Management
  - Year 1 - $_____________________
  - Year 2 - $_____________________
  - Year 3 - $_____________________
  - Year 4 - $_____________________
  - Year 5 - $_____________________

DRAFT
8.L. ACKNOWLEDGEMENT

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Proposal Forms and all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this __________ day of _____________________, 2019.

Proposer:___________________________________
By:______________________________________
Title:_____________________________________

STATE OF ________________________________
COUNTY OF _____________________________

The foregoing instrument was acknowledged before me this ____ day of _____________________, 2019, by _______________ of ________________, who is personally known to me or who has produced ___________________________ as identification, and did [ ] or did not [ ] take the oath.

Notary Public, State of Florida
Print Name:_______________________________
Commission No.:_________________________
My Commission Expires:____________________
Tab 20
Office 365 and Pool WiFi Proposal

19 June 2019
1 Office 365 plan - $12.50 / user / monthly

1.1 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. Users will use OneDrive as a cloud based file server.

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

1.2 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).

1.3 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”.

2 Pool WiFi Project - $7273.00

2.1 Description

Provides residents with WiFi at the pool area and front clubhouse area; also allows WTS staff to perform credit card transactions for events in those areas.

Fiber optic cable will be run from the Main Clubhouse IT closet to the Dockers building in existing underground conduit in order to connect two wireless units at Dockers.

Install outdoor Ubiquiti access points units for entire pool coverage and front of clubhouse. These Ubiquiti units are designed for up to 400ft-600ft coverage and will operate with current indoor models for seamless interaction.

Please see map.

2.2 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 Access Point locations.
- Fiber to run from Main Clubhouse to Dockers building
- Grounding wire and copper bus bars are provided.

IT Components:

- UniFi Outdoor UAP with surge protectors- Qty 6
- UniFi Switch 8 150W for Dockers fiber with fiber accessories- Qty 1
- Labor and setup
<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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<tr>
<td>Labor - Normal</td>
<td>Labor for Pool WiFi install</td>
<td>1.00</td>
<td>975.00</td>
<td>0.00 %</td>
<td>975.00</td>
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<tr>
<td>Cabling - Ethernet</td>
<td>Contract ACCI to install Fiber cable from Main Clubhouse to Dockers, 6 drops of Cat6 cabling with grounding work for UniFi outdoor units. All units and drops will have grounding and surge protection installed.</td>
<td>1.00</td>
<td>5,400.00</td>
<td>0.00 %</td>
<td>5,400.00</td>
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<td>Network - Hardware</td>
<td>UniFi Switch 8 (150W) - US-8-150W - To be installed in Dockers maintenance room</td>
<td>1.00</td>
<td>199.00</td>
<td>0.00 %</td>
<td>199.00</td>
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<tr>
<td>Network - Hardware</td>
<td>Fiber module for UniFi Switch 8 150W</td>
<td>1.00</td>
<td>15.00</td>
<td>0.00 %</td>
<td>15.00</td>
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<td>Network - Hardware</td>
<td>Ubiquiti Ethernet Surge Protector</td>
<td>6.00</td>
<td>15.00</td>
<td>0.00 %</td>
<td>90.00</td>
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<tr>
<td>Network - Hardware</td>
<td>Ubiquiti Outdoor Access Points - UAP-AC-M</td>
<td>6.00</td>
<td>99.00</td>
<td>0.00 %</td>
<td>594.00</td>
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Shipping address:
107 Manns Harbor Dr
Apollo Beach, FL 33572
United States

Total $ 7,273.00
Total due $ 7,273.00

Client signature:

Valid until: 07/19/2019
Payment means : check
Down payment : 50.00 %
$ 3,636.50
Terms of payment : within 25 days
Due date : 07/14/2019
Check payable to : Premier Technologies Inc
Phone number : (813) 649-1500
Outdoor Ubiquiti AP - wired via Cat6 from Outfitters building. This building has fiber backbone to Main Clubhouse.

Outdoor Ubiquiti AP - wired via Cat6 from Outfitters building. This building has fiber backbone to Main Clubhouse.

Outdoor Ubiquiti AP - wired via Cat6 from Dockers building. This building needs a fiber backbone to Main Clubhouse.

Outdoor Ubiquiti AP - wired via Cat6 from main IT closet.

Outdoor Ubiquiti AP - wired via Cat6 to network room

2 Outdoor Ubiquiti AP - wired via Cat6 from Dockers building. This building needs a fiber backbone to Main Clubhouse.

*** These are range estimations. Real world range can only be determined after install.
Tab 21
April 19, 2019

Joe Roethke
Harbor Bay CDD
9428 Camden Field Pkwy.
Riverview, FL 33578

Dear Joe Roethke,

As per F.S. 190.006, you’ll find the number of qualified registered electors for your Community Development District as of April 15, 2019, listed below.

<table>
<thead>
<tr>
<th>Community Development District</th>
<th>Number of Registered Electors</th>
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<tbody>
<tr>
<td>Harbor Bay CDD</td>
<td>1807</td>
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We ask that you respond to our office with a current list of CDD office holders by June 1st and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or ewhite@hcsoe.org.

Respectfully,

Enjoli White
Candidate Services Liaison
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, May 16, 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
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
Holly Faldetta  WTS
Mindy Anderson  WTS
Chris Rossi  Chris Rossi Studio (via phone)
Brett Sealy  MBS (via phone)
Greg Gruhl  Amenities Services Manager, Rizzetta & Company

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 hog trapping.

A resident commented about installing a fence along the conservation area on Manns Harbour.

Two residents commented about clubhouse paint colors.

A resident commented about landscaping, painting, and communication.

(Ms. Rossi joined the meeting via phone at 6:11 p.m.)

Mr. Curley responded to several of the comments.

THIRD ORDER OF BUSINESS  Presentation of Audience Comment Follow-up Sheet

Mr. Curley would like to close out boat show item.

FOURTH ORDER OF BUSINESS  Chairman’s Perspective on Agenda Items

There is no discussion for this item.

FIFTH ORDER OF BUSINESS  Painting of Buildings

Mr. Curley introduced this topic to the Board and provided background info. Ms. Rossi entertained various questions from the Board and gave input on different color schemes.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved to rescind prior Board motion and directed staff to maintain the current color scheme but gave staff ability to make final color decisions on specific items for the Harbor Bay Community Development District.

(Mr. Rossi left the meeting at 6:25 p.m.)

SIXTH ORDER OF BUSINESS  Park Square

Mr. Lockom updated the Board on discussions with Park Square, including information on Tract C-1, Landings Park, and a seawall proposal. Park Square will send a representative to attend the next meeting.
SEVENTH ORDER OF BUSINESS

Seawall Master Project – Update on Potential Contractors

Ms. Sandy updated the Board on the status of potential seawall contractors. A proposal was received from a Park Square recommended contractor for the balance of the seawall repairs and several other proposals, also for the entire seawall project, are expected within the next 30 days. The Board will review these at the next meeting.

EIGHTH ORDER OF BUSINESS

Discussion of Bond Financing

Mr. Sealy updated the Board on the status of bond refinancing and Ms. Sandy discussed timelines to move forward, including a potential bond closing by August. The goal is to issue the bonds prior to the certification of the tax roll for the Fiscal Year 2019/2020. Mr. Sealy and Ms. Sandy entertained various questions from the Board. A discussion ensued.

On a Motion by Mr. Lockom, seconded by Mr. Curley, with three in favor and one (Mr. Wick) opposed, the Board of Supervisors directed District Staff to move forward with due diligence on (i) the seawall proposals for the entire remaining project; (ii) drafting form of contract for the same; (iii) starting the seawall bond financing process for the Harbor Bay Community Development District.

(Mr. Sealy left the meeting at 6:51 p.m.)

(Mr. Gamache left the meeting at 6:55 p.m.)

NINTH ORDER OF BUSINESS

Upland Claims

There are no new upland claims at this time.

TENTH ORDER OF BUSINESS

Presentation of Proposed Budget for Fiscal Year 2019/2020

Mr. Roethke presented the proposed budget for Fiscal Year 2019/2020 to the Board. A discussion ensued regarding various items within the budget. Several changes were made to line items within the budget. Mr. Lockom suggested transferring ($1.2 million) from the general fund to the seawall fund in the financials. The Board discussed the upland claims item in the seawall fund budget.

Mr. Curley asked WTS staff to look into several items on the Enterprise fund budget.

Mr. Roethke presented Resolution 2019-06 to the Board, which will approve the proposed budget for fiscal year 2019/2020 and set the date, time, and location of the final budget hearing and assessment hearing.
On a Motion by Mr. Curley seconded by Mr. Lockom, with all in favor, the Board of Supervisors adopted Resolution 2019-06, Approving the Proposed Budget and Setting Public Hearings for the Harbor Bay Community Development District.

**ELEVENTH ORDER OF BUSINESS**  
**Major Project Update Capital Project Priorities – Project Tracker**

Mr. Curley asked a question about requirements for the pool slide gate. Mr. Woodcock confirmed this is a Health Department requirement.

Mr. Curley requested to have canal signage and lighting added to Cardno’s project tracker.

**TWELFTH ORDER OF BUSINESS**  
**Pool Landscape Installation**

Mr. Curley discussed the possible removal of pilasters as discussed at the last meeting.

On a Motion by Mr. Curley seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved to rescind prior approval of removal of pilasters as approved at last month’s meeting for the Harbor Bay Community Development District.

Mr. Curley discussed additional maintenance projects, including Dockers expansion, Outfitters conversion to tiki bar, and pool audio. A discussion ensued.

On a Motion by Mr. Wick seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved a not-to-exceed amount of ($48,000) to repair all 13 of the concrete planters at the pool deck for the Harbor Bay Community Development District.

**THIRTEENTH ORDER OF BUSINESS**  
**Rizzetta Managed – Project Tracker**

Mr. Curley asked about funding sources for the items on this tracker. Mr. Rodríguez confirmed these are funded within the general fund budget. Mr. Wick discussed increasing the clubhouse debit card limit.

On a Motion by Mr. Lockom seconded by Mr. Wick, with all in favor, the Board of Supervisors approved to increase clubhouse debit card limit to ($10,000.00) for the Harbor Bay Community Development District.

**FOURTEENTH ORDER OF BUSINESS**  
**Community Landscaping**

Mr. Maurer discussed updates regarding community landscaping. Mr. Rodríguez reviewed several landscape maintenance issues with the Board. A discussion ensued. Mr. Rodríguez entertained various questions from the Board. Mr. Maurer discussed setting better standards for landscape maintenance and issues with compliance from the contractor.
Mr. Curley recommended including county and state requirements for maintenance in the upcoming RFP. Mr. Curley reminded the Board that Mr. Toborg agreed to prioritize needs for landscape projects including a review of cul-de-sacs, the boat lift and other shrubbery areas owned by the CDD, and work with the vendor on contract compliance. Mr. Curley asked District Counsel to review the contract for shrub maintenance.

The Board tabled the proposal from Capital Land Management to the next meeting.

FIFTEENTH ORDER OF BUSINESS  Speeding

Mr. Curley discussed the goals of a non-CDD affiliated, resident committee to assist with curbing speeding issues and how it potentially relates to the District and Sunshine Law issues. Ms. Sandy confirmed that there is no Sunshine issue in this specific instance, as long as multiple Board members do not attend the meetings, as the resident committee has decided to form without any affiliation to the District. A discussion ensued. No formal Board action was taken.

SIXTEENTH ORDER OF BUSINESS  Wolf Creek Sails

Mr. Rodriguez updated the Board on the status of these proposals, which will be presented at the next meeting as per the direction of the Board.

SEVENTEENTH ORDER OF BUSINESS  Written Update Only – Software Management System

Mr. Curley requested that future written updates include start and end dates, as well as dates for key milestones.

EIGHTEENTH ORDER OF BUSINESS  Pool Bathroom Remodeling

Mr. Curley discussed a sensitivity for holidays and the summer season.

NINTEENTH ORDER OF BUSINESS  Contracts

Mr. Curley provided background information regarding the process for these upcoming RFPs.

TWENTIETH ORDER OF BUSINESS  Landscaping

The full landscape RFP will be presented at the June meeting. A discussion ensued regarding items that need to be included in the RFP package.

TWENTY-FIRST ORDER OF BUSINESS  Rizzetta & WTS On-Site Staffing

Ms. Sandy presented a draft document of an RFP for these services. The Board gave several recommendations for updating specifications in this RFP. A discussion ensued. Mr. Curley recommended including District Manager as a part of this RFP. The Board directed District Counsel to include District Manager as a part of this RFP. Ms.
On a Motion by Mr. Wick, seconded by Mr. Curley, with all in favor, the Board of Supervisors approved Section 1 of the proposal from Premier Technologies for Network Management Services at a cost of ($165.00) a month for the Harbor Bay Community Development District.

Mr. Wick suggested that he work with the vendor on the rest of the proposal. This will be reviewed at the next meeting.

The Board approved Section 1 of the proposal from Premier Technologies for Network Management Services at a cost of ($165.00) a month for the Harbor Bay Community Development District.

On a Motion by Mr. Lockom, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved proposal from ADASC option #2 for the creation of a new ADA compliant website with only statutorily required content for the Harbor Bay Community Development District.

The Board reviewed several proposals for ADA website compliance. The Board discussed options for ADA compliance, including bringing the current website down to only the statutory minimums.

On a Motion by Mr. Lockom, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved proposal from ADASC option #2 for the creation of a new ADA compliant website with only statutorily required content for the Harbor Bay Community Development District.

The Board reviewed several proposals for ADA website compliance. The Board discussed options for ADA compliance, including bringing the current website down to only the statutory minimums.
Ms. Sandy reviewed Resolution 2019-07 with the Board, which will repeal Resolution 2010-02, regarding committees.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors adopted Resolution 2019-07, Repealing Resolution 2010-02, Regarding Committees for the Harbor Bay Community Development District.

**TWENTY-SEVENTH ORDER OF BUSINESS**  
Authorization to Enter into Agreement Regarding Roadways Signage Located on Lands Not Yet Conveyed to the District

Mr. Woodcock reported he was working with Park Square regarding updating roadway signage on its property; therefore, this item was tabled.

**TWENTY-EIGHTH ORDER OF BUSINESS**  
Consideration of Fitness Equipment Proposals

Ms. Adkins reviewed proposals for new fitness equipment to the Board. A discussion ensued and Ms. Adkins entertained various questions from the Board.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved proposal from FitRev (Precor Equipment) for fitness equipment, refurbishment of five (5) treadmills, and new aerobic flooring at a not-to-exceed amount of ($110,546.00) for the Harbor Bay Community Development District.

**TWENTY-NINTH 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’ Regular Meeting Held on April 18, 2019
C. Consideration of Minutes of the Board of Supervisors’ Workshop Meeting Held on May 9, 2019
D. Consideration of Operation & Maintenance Expenditures for April 2019
E. Consideration of Operations & Maintenance Expenditures for April 2019– Reserve Fund
F. Consideration of Operations & Maintenance Expenditures for April 2019– MiraBay Amenity Center
G. Consideration of Operations & Maintenance Expenditures for April 2019– Evergreen Fund
H. Consideration of Master Project Requisitions #MP #147-#148 & #149-#151
I. Consideration of Supplemental Project Requisition (if any)
J. Presentation of Monthly Staff Report: MiraBay Club Manager
K. Presentation of Monthly Staff Report: Club Director
L. Dock and Boat Lift Approval

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the consent agenda items for the Harbor Bay Community Development District.

THIRTIETH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Sandy informed the Board that new rules of procedure will be rolling out around August.

B. District Engineer

Mr. Woodcock had nothing new to report.

C. District Manager

Mr. Roethke reminded the Board that the next regularly scheduled meeting will be held on Thursday, June 20, 2019 at 6:00 PM which will be held at the Mirabay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572.

Mr. Roethke discussed holding a continuation meeting, but this was not scheduled.

THIRTY-FIRST ORDER OF BUSINESS

Supervisor Requests

Mr. Curley reminded the Board that Supervisor Request should not be used to introduce and seek approval of last-minute agenda topics.

Mr. Wick requested that any Supervisor adding documents to the agenda will also include background information and a motion recommendation.

Mr. Curley asked staff to review the details in the parking Q&A for accuracy.

THIRTY-SECOND ORDER OF BUSINESS

Audience Comments

A resident congratulated Mr. Maurer and Mr. Rodriguez for addressing landscape issues and gave recommendations for handling future issues.

THIRTY-THIRD 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 9:43 p.m. for the Harbor Bay Community Development District.
342 Secretary / Assistant Secretary
343 Chairman / Vice Chairman
Tab 23
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, June 13, 2019 at 6:30 PM at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present were:
- Paul Curley Board Supervisor, Chairman
- Steve Lockom Board Supervisor, Vice Chairman
- Ryan Wick Board Supervisor, Assistant Secretary

Also present were:
- Miguel Rodriguez Club Director
- Audience

The meeting was called to order at 6:30 PM.

Mr. Curley discussed the purpose of the meeting and how the meeting would be conducted.

Residents asked questions and provided input on the following topics:
- Seawall proposals and financing
- Rizzetta and WTS contracts
- Park Square plans for Shell Point, Compass Point and HOA management
- Purpose of security discussion at CDD meeting
- Update of the Amenity Handbook
- Future workshops

No motions were made or Board votes taken.

The meeting was adjourned at 7:29.

______________________________  ______________________________
Secretary / Assistant Secretary  Chairman / Vice Chairman
Tab 24
Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $170,464.03

Approval of Expenditures:

______________________________

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
## Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

**May 1, 2019 Through May 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>
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</table>
# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

### May 1, 2019 Through May 31, 2019

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<th>Vendor Name</th>
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## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### May 1, 2019 Through May 31, 2019

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<td>Ryan A. Wick</td>
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<td>Board of Supervisors Meeting 04/18/19</td>
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</table>
## Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

**May 1, 2019 Through May 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>
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<td>Steven Lockom</td>
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<td>311000030115 04/19</td>
<td>TECO Electric Summary Bill 04/19</td>
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<tr>
<td>Vendor Name</td>
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<td>Invoice Description</td>
<td>Invoice Amount</td>
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<td>--------------</td>
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<td>----------------</td>
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<td>Vertex Water Features, Inc</td>
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</table>

**Report Total**

$170,464.03
No Operation and Maintenance Expenses were paid from May 1, 2019 through May 31, 2019. Therefore, there are no new items to present at this time.

Approval of Expenditures:

________________________________________

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
Tab 26
Operation and Maintenance Expenditures
May 2019
For Board Approval
Mirabay Club

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $70,164.18

Approval of Expenditures:

_____________________________

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
Mirabay at Harbor Bay Community Development District  
Paid Operation & Maintenance Expenditures  
May 1, 2019 Through May 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>
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<tbody>
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<td>Ashley Adkins</td>
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<td>Reimbursement for Beverage Purchases</td>
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<td>Supplies 04/19</td>
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<td>Monthly Operations Usage Fee 05/19</td>
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<td>DeConna Ice Cream Company, Inc</td>
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## Mirabay at Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
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<td>Beverage Purchases 05/19</td>
<td>$ 485.22</td>
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## Mirabay at Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
### May 1, 2019 Through May 31, 2019

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<th>Vendor Name</th>
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<th>Invoice Number</th>
<th>Invoice Description</th>
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<td>004095</td>
<td>MB8054221030</td>
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<tr>
<td>Sysco-West Coast Florida</td>
<td>004074</td>
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# Mirabay at Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

**May 1, 2019 Through May 31, 2019**

<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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<tr>
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<td>Bounce House Rental 04/19</td>
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<td>$ 23,870.13</td>
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**Report Total** $ 70,164.18
Tab 27
Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 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

May 1, 2019 Through May 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>
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<tbody>
<tr>
<td>Scott E Jones</td>
<td>000150</td>
<td>04/16 Jones</td>
<td>Off Duty Evergreen 04/19</td>
<td>$ 360.00</td>
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<td>Kevin D Withey</td>
<td>000151</td>
<td>04/16 Withey</td>
<td>Off Duty Evergreen 04/19</td>
<td>$ 360.00</td>
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<td>Hillsborough County Sheriff's Office</td>
<td>000152</td>
<td>36269</td>
<td>Admin/Boat Fees 04/19</td>
<td>$ 580.00</td>
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</table>

Report Total                                                                                               $ 1,300.00
Tab 28
May 31, 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 152</td>
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<td>$45,093.75</td>
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<tr>
<td>MP 153</td>
<td>Everlast Synthetic Products</td>
<td>$27,184.28</td>
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<tr>
<td>MP 154</td>
<td>Hecker Construction Company, Inc.</td>
<td>$120,304.17</td>
</tr>
<tr>
<td>MP 156</td>
<td>Hopping Green &amp; Sames</td>
<td>$9,611.50</td>
</tr>
<tr>
<td>MP 157</td>
<td>Mills Paskert Divers</td>
<td>$1,375.25</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
MEMORANDUM

TO: Greg Woodcock, Cardno, Inc.
    Paul Curley, Chairman

FROM: Hanna Yi/Natasha Dhanpat
      Harbor Bay Community Development District

DATE: May 24, 2019

RE: Master Project Interim Repairs - Construction Requisition(s) # MP 152-157

Greg, enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Paul Curley.

Paul, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following email address for final processing:

hyi@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950

Thank You.

Cardno, Inc. $45,093.75
Everlast Synthetic Products $27,184.28
Hecker Construction Company, Inc. $120,304.17
Hecker Construction Company, Inc. $104,735.44
Hopping Green & Sams $9,611.50
Mills Paskert Divers $1,375.25
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: May 24, 2019
PAYEE: Cardno, Inc.
ADDRESS: P.O. Box 123400
Dallas, TX 75312-3400

REQUISITION NO. MP 152
AMOUNT DUE: $45,093.75
FUND: Seawall Operating

DESCRIPTION: Invoice #'s 517260 and 517261 for Professional Services through 05/17/19

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
Harbor Bay CDD  
12750 Citrus Park Lane  
Suite 115  
Tampa FL 33625  
Attention: Joe Roethke

Invoice # : 517260  
Project : 0002380102  
Project Name : WTR Harbor Bay CDD  
Invoice Group : 1  
Invoice Date : 5/21/2019

For Professional Services Rendered through: 5/17/2019

** Salaries **

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Total this Invoice : 33,468.75

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### Phase: CONST -- Construction Services

#### Rate Schedule Labor

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Invoice #: 517260

**Phase: CONST -- Construction Services**

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**Total Project: 0002380102 -- WTR Harbor Bay CDD** 33,468.75
Harbor Bay CDD  
12750 Citrus Park Lane  
Suite 115  
Tampa FL 33625  
Attention: Joe Roethke  

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Total this Invoice  
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Amount Due This Invoice **  
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<p>| Total: Engineer       | 124.00     |       |       | 11,170.00 |
| Project Manager       |            |       |       |        |</p>
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Review email from resident. Coordinate with Chris to provide responses.

**Rate Schedule Labor**

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**Total Project:** 0002380102 -- WTR Harbor Bay CDD

11,625.00
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT - SEAWALL REPAIR PROJECT

DATE: May 24, 2019
PAYEE: Everlast Synthetic Products
ADDRESS: 1000 Wyngate Pkwy, Ste 100
          Woodstock, GA 30189

REQUISITION NO. MP 153
AMOUNT DUE: $27,184.28
FUND: Seawall Operating

DESCRIPTION: Invoice # 15399 for Polyester Resin Composite for Master Seawall Project, Section 1 - Emergency

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: __________________________
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 Master Project Interim Repairs 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.
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<th>F.O.B.</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Net 30</td>
<td>SK</td>
<td>5/6/2019</td>
<td>Senn</td>
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</table>

<table>
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<tr>
<th>Quantity</th>
<th>Item Code</th>
<th>Description</th>
<th>Price Each</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>134</td>
<td>SHPR261G16</td>
<td>ESP 26.1 Polyester Resin Composite 16' BLACK</td>
<td>189.92</td>
<td>25,449.28T</td>
</tr>
<tr>
<td>1</td>
<td>Freight</td>
<td>Freight PAIRED</td>
<td>1,735.00</td>
<td>1,735.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SHEETS TO BE PAIRED</td>
<td>0.00%</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total: $27,184.28
Payments/Credits: $0.00
Balance Due: $27,184.28
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: May 24, 2019
REQUISITION NO. MP 154

PAYEE: Hecker Construction Company, Inc.
AMOUNT DUE: $120,304.17

ADDRESS: PO BOX 989
Ruskin, FL 33575
FUND: Seawall Operating Account

DESCRIPTION: Pay App #6 for Master Seawall Project – Section I Emergency

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: ____________________________
CHAIRMAN or VICE-CHAIRMAN

5/30/17

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.
TO (CONTRACTOR):
Harbor Bay Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625

PROJECT: Mira Bay

ENGINEER: Cardno

APPLICATION AND CERTIFICATE FOR PAYMENT

DATE: 4/22/2019
APPLICATION NO: 6
PERIOD FROM: 3/15/2019
PERIOD TO: 4/22/2019
CONTRACT DATE: 10/11/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

<table>
<thead>
<tr>
<th>Change Order Summary</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Orders approved in previous months by Owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved this Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Date Approved</td>
<td></td>
</tr>
<tr>
<td>Change Order 1 - Sheetng</td>
<td>($171,627.84)</td>
<td></td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Change Order 3</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Change Order 4</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>($171,627.84)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, Information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hecker Construction Company, Inc.
By: ___________________________  4/22/2019

OWNERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner certifies that to the best of their knowledge, Information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM ........................................................... $1,008,708.70
2. Net change by Change Orders .............................................. ($171,627.84)
3. CONTRACT SUM TO DATE (LINE 1 +/- 2) ................................................. 837,080.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .................. 568,058.33
5. RETAINAGE: 5% of contract sum ........................................... 25,673.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) .............. 530,684.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ................................................. 337,351.25
8. CURRENT CERTIFICATE .......................................................... 202,304.17
9. Prepayment Adjustment .......................................................... 0.00
10. CURRENT PAYMENT NOW DUE .................................................. 120,304.17

AMOUNT CERTIFIED ................................................................. $120,304.17
(Attach explanation if amount certified differs from the amount applied for)

By: ___________________________  5/9/2019
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.
<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPL. PREV. APPL.</th>
<th>WORK COMPL. THIS APPL.</th>
<th>TOTAL COMPLETE TO DATE</th>
<th>% COMP</th>
<th>BALANCE REMAINING</th>
<th>RETAINAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5824 Skimmer (100' LF)</td>
<td>48,743.64</td>
<td>48,743.64</td>
<td>-</td>
<td>48,743.64</td>
<td>100%</td>
<td>(0.00)</td>
<td>2,437.18</td>
</tr>
<tr>
<td>2</td>
<td>5806, 5804 Seagrass (190' LF)</td>
<td>92,612.91</td>
<td>92,612.91</td>
<td>-</td>
<td>92,612.91</td>
<td>100%</td>
<td>(0.00)</td>
<td>4,630.65</td>
</tr>
<tr>
<td>3</td>
<td>5732-5720 Sea Turtle (612' LF)</td>
<td>298,311.05</td>
<td>238,648.84</td>
<td>44,764.66</td>
<td>283,395.50</td>
<td>95%</td>
<td>14,915.55</td>
<td>14,169.77</td>
</tr>
<tr>
<td>4</td>
<td>5719-5707 Tortoise (420' LF)</td>
<td>204,723.27</td>
<td>61,416.98</td>
<td>81,889.31</td>
<td>143,306.29</td>
<td>70%</td>
<td>61,416.98</td>
<td>7,165.31</td>
</tr>
<tr>
<td>5</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em><strong>GRAND TOTALS</strong></em></td>
<td>544,390.96</td>
<td>441,422.37</td>
<td>$ 126,635.96</td>
<td>568,058.33</td>
<td>88%</td>
<td>76,332.53</td>
<td>28,402.92</td>
</tr>
</tbody>
</table>

CONTRACTOR: Hecker Construction Company, Inc.
See attached for Harbor Bay billing from Hecker. This should go through the requisition process and will be coded to seawall repairs on the Seawall Fund budget, thanks.

Joe Roethke
Regional District Manager
Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578
Phone: 813.533.2950
jroethke@rizzetta.com

Rizzetta & Company
Professionals in Community Management

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From: Christopher Gamache <christopher.gamache@cardno.com>
Sent: Thursday, May 09, 2019 4:28 PM
To: Joe Roethke <jroethke@rizzetta.com>
Cc: Greg Woodcock <Greg.Woodcock@cardno.com>
Subject: RE: April Billing

Hi Joe,

Attached is the signed billing for April. Brian asked me about it when I spoke with him. I wasn’t on the original email. I'll ask that he Cc me on the future invoices.

Thanks,
Chris

Christopher Gamache PE
SENIOR STRUCTURES ENGINEER
CARDNO
Office +1 727 531 3505 Direct +1 727 431 1615 Mobile +1 727 742 6168
Address 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759
Email christopher.gamache@cardno.com  Web www.cardno.com
Good Afternoon Chris,

Please find attached the April billing, Brian asked me to forward this to you.

Thanks,

Laura Fortner - Office Manager

Hecker Construction Company, Inc.
Quality and Experience you can count on since 1973

License - CGC1522930
Phone: 813.236.9306
Cell: 813.294.1370
http://heckerconstruction.com

-----Original Message-----
From: Hecker Construction Company, Inc. <heckercompany@aol.com>
To: JRoethke <JRoethke@rizetta.com>; greg.woodcock <greg.woodcock@cardno.com>
Sent: Mon, Apr 22, 2019 2:16 pm
Subject: Billing -revised

Sorry I forgot to to sign the sheet - please see new billing.

Thanks,

Laura Fortner - Office Manager

Hecker Construction Company, Inc.
Quality and Experience you can count on since 1973
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: May 24, 2019
PAYEE: Hopping Green & Sams
ADDRESS: 119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314

REQUISITION NO. MP 156
AMOUNT DUE: $9,611.50
FUND: Seawall Operating Account

DESCRIPTION: Invoice # 106703 for Seawall Stabilization Project – Services through 03/31/19 and Invoice # 106705 for Seawall Financing 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

5/30/19

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.
Seawall Stabilization Project  
HBCDD  00109  MCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/05/19</td>
<td>MCE</td>
<td>Confer with Gamache.</td>
<td>0.20 hrs</td>
</tr>
<tr>
<td>03/05/19</td>
<td>MGC</td>
<td>Research Clean Water State Revolving Fund (CWSRF) by DEP regarding potential loan and grant funding for seawall; prepare notes; confer with Gamache regarding seawall issues for discussion at board meeting.</td>
<td>6.20 hrs</td>
</tr>
<tr>
<td>03/06/19</td>
<td>MCE</td>
<td>Review Oliszewski memorandum and provide comments; review cost issues.</td>
<td>0.40 hrs</td>
</tr>
<tr>
<td>03/06/19</td>
<td>MGC</td>
<td>Review Hecker construction schedule; forward same; confer with board member regarding conference call to discuss loan/grant funding options for seawall.</td>
<td>0.30 hrs</td>
</tr>
<tr>
<td>03/07/19</td>
<td>MGC</td>
<td>Review prior memoranda and e-mails regarding grant/loan funding options for seawall repairs; confer with board member regarding same; review map specifying lots and anticipated seawall repairs; provide same.</td>
<td>1.30 hrs</td>
</tr>
<tr>
<td>03/08/19</td>
<td>APA</td>
<td>Research past meeting minutes regarding seawall request for proposal rejections.</td>
<td>1.00 hrs</td>
</tr>
<tr>
<td>03/08/19</td>
<td>MCE</td>
<td>Prepare memorandum regarding board options; confer with McFetridge.</td>
<td>1.40 hrs</td>
</tr>
<tr>
<td>03/10/19</td>
<td>MCE</td>
<td>Research and prepare direct contract resolution; prepare memorandum to board.</td>
<td>2.70 hrs</td>
</tr>
<tr>
<td>03/11/19</td>
<td>MGC</td>
<td>Review draft memorandum and resolution regarding seawall repair decisionmaking.</td>
<td>0.90 hrs</td>
</tr>
<tr>
<td>03/15/19</td>
<td>MCE</td>
<td>Research bond requirements; confer with Gamache.</td>
<td>0.20 hrs</td>
</tr>
<tr>
<td>03/20/19</td>
<td>MCE</td>
<td>Prepare response to Curley comments; review financing issues; confer with Lockom.</td>
<td>0.90 hrs</td>
</tr>
<tr>
<td>03/20/19</td>
<td>MGC</td>
<td>Research 2016 change orders regarding additional lots for Hecker contract.</td>
<td>0.30 hrs</td>
</tr>
<tr>
<td>03/25/19</td>
<td>MGC</td>
<td>Confer with Gamache regarding processing Hecker contract update.</td>
<td>0.10 hrs</td>
</tr>
<tr>
<td>03/26/19</td>
<td>MCE</td>
<td>Review emergency contract issues.</td>
<td>0.20 hrs</td>
</tr>
</tbody>
</table>
### Seawall Stabilization Project

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
<th>Rate /hr</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/26/19</td>
<td>MGC</td>
<td>Research preparation of addendum to Hecker contract.</td>
<td>0.50</td>
<td></td>
<td>$135.00</td>
</tr>
<tr>
<td>03/27/19</td>
<td>MGC</td>
<td>Prepare Hecker seawall contract documents regarding three additional lots; confer with Gamache regarding same.</td>
<td>3.80</td>
<td></td>
<td>$1,236.00</td>
</tr>
<tr>
<td>03/28/19</td>
<td>SRS</td>
<td>Research seawall emergency repair agreement.</td>
<td>1.20</td>
<td></td>
<td>$390.00</td>
</tr>
<tr>
<td>03/28/19</td>
<td>MGC</td>
<td>Confer with Gamache regarding emergency seawall repair not to exceed amount; confer with board chairman regarding same; revise contract documents regarding specified measurements; review bonding and emergency order provisions in statute.</td>
<td>1.10</td>
<td></td>
<td>$330.00</td>
</tr>
<tr>
<td>03/29/19</td>
<td>MCE</td>
<td>Review proposed change order issues regarding Hecker emergency contract.</td>
<td>0.30</td>
<td></td>
<td>$90.00</td>
</tr>
<tr>
<td>03/29/19</td>
<td>MGC</td>
<td>Review technical specifications and plan documents prepared by district engineer regarding additional 3 lots; forward proposed revisions to Gamache; confer with Gamache regarding same; review existing seawall contract provisions regarding substantial completion and final completion dates; confer with Gamache and Curley.</td>
<td>2.90</td>
<td></td>
<td>$825.00</td>
</tr>
</tbody>
</table>

Total fees for this matter: $7,858.50

### MATTER SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate /hr</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Papp, Annie M. - Paralegal</td>
<td>1.00</td>
<td>135 /hr</td>
<td>$135.00</td>
</tr>
<tr>
<td>Eckert, Michael C.</td>
<td>6.30</td>
<td>325 /hr</td>
<td>$2,047.50</td>
</tr>
<tr>
<td>Collazo, Mike</td>
<td>17.40</td>
<td>310 /hr</td>
<td>$5,394.00</td>
</tr>
<tr>
<td>Sandy, Sarah R.</td>
<td>1.20</td>
<td>235 /hr</td>
<td>$282.00</td>
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</table>

**TOTAL FEES** $7,858.50

**TOTAL CHARGES FOR THIS MATTER** $7,858.50

### BILLING SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate /hr</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Papp, Annie M. - Paralegal</td>
<td>1.00</td>
<td>135 /hr</td>
<td>$135.00</td>
</tr>
<tr>
<td>Eckert, Michael C.</td>
<td>6.30</td>
<td>325 /hr</td>
<td>$2,047.50</td>
</tr>
<tr>
<td>Collazo, Mike</td>
<td>17.40</td>
<td>310 /hr</td>
<td>$5,394.00</td>
</tr>
<tr>
<td>Sandy, Sarah R.</td>
<td>1.20</td>
<td>235 /hr</td>
<td>$282.00</td>
</tr>
</tbody>
</table>

**TOTAL FEES** $7,858.50

**TOTAL CHARGES FOR THIS BILL** $7,858.50

Please include the bill number on your check.
2018 Seawall Financing
HBCDD 00114 MCE

FOR PROFESSIONAL SERVICES RENDERED

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/06/19</td>
<td>APA</td>
<td>Research original validation proceedings; prepare</td>
<td>1.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>materials regarding conference call for</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>original validation capacity</td>
<td></td>
</tr>
<tr>
<td>03/06/19</td>
<td>MCE</td>
<td>Confer with Cox and Sealy regarding financing</td>
<td>0.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>presentation</td>
<td></td>
</tr>
<tr>
<td>03/06/19</td>
<td>SRS</td>
<td>Research validation capacity</td>
<td>1.30</td>
</tr>
<tr>
<td>03/14/19</td>
<td>SRS</td>
<td>Review financing presentation outline</td>
<td>1.00</td>
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<tr>
<td>03/17/19</td>
<td>MCE</td>
<td>Prepare presentation</td>
<td>0.80</td>
</tr>
<tr>
<td>03/17/19</td>
<td>SRS</td>
<td>Confer with Sealy regarding seawall financing</td>
<td>0.20</td>
</tr>
<tr>
<td>03/19/19</td>
<td>MCE</td>
<td>Prepare presentation regarding seawall financing</td>
<td>0.30</td>
</tr>
<tr>
<td>03/20/19</td>
<td>SRS</td>
<td>Follow-up regarding financing presentation; update</td>
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<tr>
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<td></td>
<td>validation research</td>
<td></td>
</tr>
<tr>
<td>03/21/19</td>
<td>APA</td>
<td>Update materials regarding validation capacity</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>analysis</td>
<td></td>
</tr>
</tbody>
</table>

Total fees for this matter: $1,753.00

MATTER SUMMARY

Papp, Annie M. - Paralegal  2.80 hrs  135 /hr  $378.00
Eckert, Michael C.  1.70 hrs  325 /hr  $552.50
Sandy, Sarah R.  3.50 hrs  235 /hr  $822.50

TOTAL FEES
$1,753.00

TOTAL CHARGES FOR THIS MATTER
$1,753.00

BILLING SUMMARY

Papp, Annie M. - Paralegal  2.80 hrs  135 /hr  $378.00
Eckert, Michael C.  1.70 hrs  325 /hr  $552.50
Sandy, Sarah R.  
3.50 hrs  235 /hr  $822.50

TOTAL FEES  
$1,753.00

TOTAL CHARGES FOR THIS BILL  
$1,753.00

Please include the bill number on your check.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: May 24, 2019
PAYEE: Mills Paskert Divers
ADDRESS: 100 N. Tampa Street
          Suite 3700
          Tampa, FL 33602

REQUISITION NO. MP 157
AMOUNT DUE: $1,375.25
FUND: Seawall Operating Account

DESCRIPTION: Invoice #’s 44765 for Resident Litigation – Services through 04/30/19

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.
<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>04/02/19</td>
<td>MGD</td>
<td>(Welch) Review insurance policy for coverage.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>04/02/19</td>
<td>MGD</td>
<td>(Welch) Receipt and review of claims documents from Mr. Roethke for completeness, update spreadsheet, and respond to Mr. Roethke regarding same.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>04/05/19</td>
<td>MGD</td>
<td>(White) Receipt and review of Burby estimates, compare with intake form and Cardno report and prepare MPD claim memo to assist with presentation to the Board.</td>
<td>0.80</td>
<td>200.00</td>
</tr>
<tr>
<td>04/10/19</td>
<td>MGD</td>
<td>(White) review property records and prepare e-mail to Board informing it that the White claim is ready for consideration.</td>
<td>0.80</td>
<td>200.00</td>
</tr>
<tr>
<td>04/10/19</td>
<td>MGD</td>
<td>(white) Prepare and send follow up e-mail to Mr. Lockom regarding Burby estimates and Cardno finding.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>04/18/19</td>
<td>MGD</td>
<td>Phone call with Chris Gamache regarding April claims and potential small claims procedure.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>04/18/19</td>
<td>MGD</td>
<td>To prepare for April board meeting, review MPD claim memo, including expert reports and proposals to prepare for White claim, as well as notes on small claims procedure in the event it comes up at meeting.</td>
<td>1.00</td>
<td>250.00</td>
</tr>
<tr>
<td>04/18/19</td>
<td>MGD</td>
<td>(White) Review property records and prepare settlement agreement along with transmittal language.</td>
<td>0.70</td>
<td>175.00</td>
</tr>
<tr>
<td>04/22/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Gamache regarding inspections of Nargi and Welch.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>04/25/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Roethke regarding insufficient documentation from Heinz.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
</tbody>
</table>
04/26/19  MGD  (41 Cornerstone) Receipt and review of e-mail from owner disputing offer, review Cardno reports and other claim correspondence, and prepare and send recommended response to Mr. Roethke.  0.40  100.00

04/29/19  MGD  (Welch) Receipt and review of Cardno report, compare with intake form to ensure all alleged defects addressed, e-mail Burby and update spreadsheet.  0.30  75.00

04/29/19  MGD  (Nargi) Receipt and review of Cardno memo and compare with intake form to determine whether all alleged defects are addressed, e-mail Burby, and update spreadsheet.  0.30  75.00

$1,375.00 Total Professional Services: 5.50 $1,375.00

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 Partner</td>
<td>5.50</td>
<td>$250.00</td>
<td>$1,375.00</td>
</tr>
</tbody>
</table>

DISBURSEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/16/19</td>
<td>Photocopies (1 @ 0.25)</td>
<td>0.25</td>
</tr>
</tbody>
</table>

Total Disbursements: $0.25
## Totals for This Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$1,375.00</td>
</tr>
<tr>
<td>Disbursements</td>
<td>$0.25</td>
</tr>
<tr>
<td><strong>TOTAL THIS INVOICE</strong></td>
<td><strong>$1,375.25</strong></td>
</tr>
</tbody>
</table>

*Payment is Due Within 30 Days of This Invoice Date*
June 14, 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 158</td>
<td>Richard &amp; Aru White - Upland</td>
<td>$15,525.00</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,

Joe Roethke
District Manager
MEMORANDUM

TO:         Greg Woodcock, Cardno, Inc.  
            Paul Curley, Chairman

FROM:      Hanna Yi/Natasha Dhanpat  
            Harbor Bay Community Development District

DATE:       June 6, 2019

RE:   Master Project Interim Repairs - Construction Requisition(s) # MP 158

Greg, enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Paul Curley.

Paul, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following email address for final processing:

hyi@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 533-2950

Thank You.

Richard & Aru White - Upland $15,525.00
<table>
<thead>
<tr>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 158 White</td>
<td>MP158 Master Project Interim Repairs</td>
<td>$15,525.00</td>
</tr>
</tbody>
</table>

**815-HARBOR BAY CDD**
**SEA WALL OPERATING**

9428 CAMDEN FIELD PARKWAY
RIVIERVIEW, FL 33578
(813) 533-2950

****Fifteen Thousand Five Hundred Twenty Five and 00/100 Dollars****

**PAY TO** Richard & Aru White
**THE ORDER OF** 5610 Skimmer Drive
Apollo Beach, FL 33572

**SUNTRUST BANK, TAMPA BAY**
**CARROLLWOOD OFFICE**
TAMPA, FL 813-224-2222

**DATE** 06/14/2019
**AMOUNT** $15,525.00
**TWO SIGNATURES REQUIRED: VOID 180 DAYS AFTER DATE OF ISSUANCE**

**AUTHORIZED SIGNATURE**

**HARBOR BAY CDD**
**SEA WALL OPERATING**

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 158 White</td>
<td>MP158 Master Project Interim Repairs</td>
<td>$15,525.00</td>
</tr>
</tbody>
</table>
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: June 6, 2019
PAYEE: Richard & Aru White
ADDRESS: 5610 Skimmer Drive
          Apollo Beach, FL 33572

REQUISITION NO. MP 158
AMOUNT DUE: $15,525.00
FUND: Seawall Operating Account

DESCRIPTION: 06/05/19 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]
CHAIRMAN or VICE-CHAIRMAN

06/14/19

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: $15,525.00

Project Name: Harbor Bay CDD Upland Claim

Date: June 5, 2019

Payable To: Richard White and Aru White

Address: 5610 Skimmer Drive, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 5610 Skimmer Drive, Apollo Beach, FL 33572

Manager Approval: [Signature] 6/14/19
Tab 29
MONTHLY SUMMARY REPORT

June, 2019
Submitted by:
Ashley Adkins, Club Manager
Holly Faldetta, Activities Director
Jen Ashley, Café Manager
Amy Gallogy, Corporate Operations Direction
## APRIL FINANCIALS

### KEY STATISTICS

**APRIL 2019**

<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>$36,857</td>
<td>$34,507</td>
<td>$2,351</td>
<td>$220,986</td>
<td>$241,543</td>
<td>$(20,558)</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>$8,405</td>
<td>$5,833</td>
<td>$(2,572)</td>
<td>$43,951</td>
<td>$40,826</td>
<td>$(3,124)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>$71,668</td>
<td>$58,976</td>
<td>$(12,692)</td>
<td>$370,442</td>
<td>$412,821</td>
<td>$(42,381)</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>$17,527</td>
<td>$14,013</td>
<td>$(3,511)</td>
<td>$95,091</td>
<td>$98,099</td>
<td>$3,009</td>
</tr>
<tr>
<td>Excess of Revenues Over</td>
<td>$(60,743)</td>
<td>$(44,315)</td>
<td>$(16,428)</td>
<td>$(288,498)</td>
<td>$(310,203)</td>
<td>$21,705</td>
</tr>
</tbody>
</table>

### GALLEY CAFÉ APRIL FINANCIAL BREAKDOWN

<table>
<thead>
<tr>
<th></th>
<th>Month Actual</th>
<th>Month Budget</th>
<th>Month Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Sales</td>
<td>7,628</td>
<td>5,199</td>
<td>2,430</td>
<td>38,664</td>
<td>36,390</td>
<td>2,274</td>
</tr>
<tr>
<td>Beverage Sales (Alcohol)</td>
<td>6,941</td>
<td>4,198</td>
<td>2,743</td>
<td>34,998</td>
<td>29,389</td>
<td>5,609</td>
</tr>
<tr>
<td>Beverage Sales (Non-Alcoholic)</td>
<td>1,135</td>
<td>617</td>
<td>518</td>
<td>4,164</td>
<td>4,318</td>
<td>(155)</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>5,002</td>
<td>3,639</td>
<td>(1,363)</td>
<td>25,702</td>
<td>25,472</td>
<td>(229)</td>
</tr>
<tr>
<td>Beverage (Alcohol)</td>
<td>3,123</td>
<td>1,890</td>
<td>(1,233)</td>
<td>15,765</td>
<td>13,227</td>
<td>(2,538)</td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>280</td>
<td>278</td>
<td>(2)</td>
<td>2,169</td>
<td>1,943</td>
<td>(226)</td>
</tr>
<tr>
<td><strong>Profit</strong></td>
<td>2,626</td>
<td>3,818</td>
<td>855</td>
<td>7,299</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Profit for April: **7,299**
FACILITY USAGE
(Also includes Admiral Pointe)

MAY 2019

- Fitness Center: 19%
- Resort Pool: 54%
- Lagoon Room: 7%
- Outfitters: 3%
- Lounge, Café & Promenade: 6%
- Pickleball: 5%
- Basketball: 2%
- Tennis: 0%
- Admiral Point: 4%

Monthly Summary Report
% of Beverage Sales

- Bottled Beer: 38%
- Liquor: 27%
- Event Alcohol: 17%
- Wine: 10%
- Smoothies: 3%
- Happy Hour Wine: 3%
- Draft: 1%
- Happy Hour Draft: 1%

Top Sellers

- Bottled Beer: $4,234.50
- Event Alcohol: $1,958.58
- Liquor: $3,011.21
- Wine: $1,167.00
% of Food Sales by Category

- Salad/Wrap/Panini: 35%
- Kids: 14%
- Ice Cream: 11%
- Flatbread: 8%
- Quesadilla: 6%
- Memorial Day Burger: 6%
- Build A Burger: 5%
- Appetizer/Snacks: 5%
- FF/TT: 5%
- Memorial Day Hot Dog: 1%
- Pizza: 4%
- Appetizer/Snacks: 5%

Top Food Sellers

- Salad/Wrap/Panini: $3,537.35
- Kids: $1,394.25
- Ice Cream: $1,055.02
- Flatbread: $817.14
- Quesadilla: $616.83
- Memorial Day Burger: $544.70
- Build A Burger: $533.00
<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>140</td>
</tr>
<tr>
<td>Fitness Buddies</td>
<td>276</td>
<td>101</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>60</td>
<td>63</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>15</td>
<td>20</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>20</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>70</td>
</tr>
<tr>
<td>Boat Safety Day</td>
<td>120</td>
<td>75</td>
</tr>
<tr>
<td>Cinco De Mayo</td>
<td>120</td>
<td>82</td>
</tr>
<tr>
<td>Mothers Day Celebration</td>
<td>55</td>
<td>70</td>
</tr>
<tr>
<td>Dive-in Movie</td>
<td>23</td>
<td>121</td>
</tr>
<tr>
<td>Spring Music Recital</td>
<td>80</td>
<td>95</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>50</td>
</tr>
<tr>
<td>Parents Night Out</td>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>Memorial Day Commemoration</td>
<td>45</td>
<td>75+</td>
</tr>
</tbody>
</table>
Monday morning MiraBay residents and families gathered on the back lawn for a ceremony honoring those who gave their life to protect our freedom. Our Club Director and retired Veteran, Michael Rodriguez, led the ceremony as the MC. Resident volunteer CJ Cetti led us through the Pledge of Allegiance, and Resident Volunteer Veteran Bill Bianchi played tasteful music through the ceremony. Other volunteers included Donna and Hal Pierce who read a poem and prayer and David and Marco Toppi who carried our honorary wreath from the ceremony to the Admirals Lounge where it stayed on display for residents to view throughout the week.
Program Highlight Cont.
**UPCOMING PROGRAMS & EVENTS FOR JUNE**

<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>Summer Camp</td>
<td>Monday-Friday</td>
<td>9am-4pm</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>Friday Night Poker</td>
<td>Every Friday</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Thirsty Thursday</td>
<td>June 6th</td>
<td>5-8pm</td>
</tr>
<tr>
<td>First Friday</td>
<td>June 7th</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Summer Kick-off Party</td>
<td>June 1st</td>
<td>12-3pm</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>June 7th</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>June 14th</td>
<td>5-8pm</td>
</tr>
<tr>
<td>Dive-in Movie</td>
<td>June 14th</td>
<td>7:30pm</td>
</tr>
<tr>
<td>Adult Sip n Swim</td>
<td>June 15th</td>
<td>7:30-10pm</td>
</tr>
<tr>
<td>Fathers Day Celebration</td>
<td>June 16th</td>
<td>12-3pm</td>
</tr>
<tr>
<td>Parent’s Night Out</td>
<td>June 28th</td>
<td>6-10pm</td>
</tr>
<tr>
<td>Jazz by the Lagoon</td>
<td>June 22nd</td>
<td>7-9pm</td>
</tr>
<tr>
<td>Tween Scene</td>
<td>June 30th</td>
<td>3-5pm</td>
</tr>
</tbody>
</table>
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% of sales, our average alcohol cost is 45% of sales and our average non-alcohol beverage cost is 62% of sales.

Pool side service: Began this service in May and it is going great. We are receiving positive feedback from residents and it is also helping sales.

**Dockers:** Much needed floor maintenance was completed. We have also replaced furniture and cabinets giving Dockers a new, clean feel. We are hoping this will increase Fitness Buddies numbers.

**Amenity Handbook:** Made changes and updated changes requested by supervisors and sent to counsel for modification.

**Upcoming Projects:** Planning for gym equipment pick up and drop off, taking items that were removed from the Handbook and updating them on the district’s website.
Tab 30
TO: Board of Supervisors (“Board”)  
Harbor Bay Community Development District (“District”)

FROM: Harbor Bay Club Director

DATE: May 20, 2019

RE: May 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 submitted for Board review/approval
• Grill signs – all grill and signs have been installed
• Purchased new printer for office
• Purchasing new water fountain for fitness center
• The FMX software management system for digital maintenance tracking agreement has been signed; kick-off meeting held in May, training continues
• Vendors we are working with for improvements:
  o Fire rescue to discuss emergency access issues
  o Envera to discuss access issues and security procedures
  o Lee T Kim, Josie and Jody for landscaping
  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 - 5

• Tennis Court bottom bar has been installed
• Another type of hinge was put on the courts to help prevent vandalism and trespassing
• A root has been discovered that may affect the court. We are still working with LTK on a solution

Team Current Projects:

• Admiral Pointe - Truncated Dome Tactile Strip
• Barnacle scraping
• 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 processed, 31 are missing information at this time

Voids: 4 in the month of May

Maintenance Completed:
• Met with Air Masters regarding several a.c. issues
• Met with Schindler
• Re-worked with gate spring at b-ball court
• Tennis bottom bar
• Worked on the CDD sign analysis
• Met with Envera
• Storm cleanups
• Met with Oak Leaf floor in yoga room
• Painted road lines at club house
• Worked on locks
• Trim back bushes for new lighting
• Installed new lighting by fountain
• Set color for new lights
• Cleaned all gate scanners
• Repaired tennis court lock up
• Boat prom boat show at boat lift
• Installed gate closer at tennis court
• Rope at pool side
• Removed snake from Admiral Pointe pool
• Bottom tennis bar
- Paint samples on building
- Palm tree lighting
- Maintenance moved to new office
- Met with Mark Wise for pool bath
- Met with Mickey the Tile Guy
- Replaced women’s restroom sign
- Power washed multiple areas
- Open drain on coca cola
- Built shelves for new office
- Removed snake from main pool
- Cleaned up and changed gas for soda fountain
- Installed new door closer in office
- Installed new locks
- Met with CFC for fire inspection
- Installed new water fountain in tennis court
- Installed new food prep cooler in café
- Met with Terminix for rat trap
- Fishing at boat lift/non-residents
- Cut down counter to move prep table
- Photos of pig damage on Manns Harbor
- Landing Park grill post
- Delivered sea wall papers to several residents
- Blow off walkways
- Installed new lock in hall
- Fountain issues - Vertex
- Repaired café bathroom
- Repaired fountain
- Patch holes in office wall and paint
- Cleaned gate scanners
- Remove old cabinet from Dockers
- Installed 2 new grills in Landings Park
- Blow parking lot for street sweeper
- Met with Air Master for a.c. issues
- Filled 4 voids
- New swivel eye flag pole
- Blow off pool walkway
- Reinstall wire and pole on dock
- Unclog foot wash at tennis court
- Met with pool inspector
- Change grill in club
• Repair power washer
• Repaired water leak
• Repaired gym a.c.
• Repaired front door in club house
• Painted mirror
• Cleaned pool with net
• Repaired umbrella
• Removed wall covers at Dockers
• Painted Dockers
• Chlorinated fountain
Tab 31
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 [X] Boat Lift OR [ ] Other (Specify here: ) at the following location:

5714 Sea Turtle Place
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’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@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 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: ________________________________
Property Owner Name: Calem Harris __________________ Date: 05/31/19
Address: 5714 Sea Turtle Place
City / State / Zip: Apollo Beach, FL 33572
Phone Number: 828-443-7294

Contractor Signature: ________________________________
Contractor Name: __________________________ Date: __________
Address: ________________________________
City / State / Zip: ________________________________
Phone Number: ________________________________

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.

[CONTINUED ON NEXT PAGE]
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: [Approved as submitted]

[ ] RECOMMEND DENIAL because

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on:

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 I, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

[ ] DENIED because
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 be 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
   updated 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.
Exhibit 1

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) Name(s) Calem & Kylie Harris
Lot Street Address 5714 Sea Turtle Place
City, State and Zip Code Apollo Beach, FL 33572
Phone Number 828-443-7294
Lot Tax Folio Number 05491-1244

For Lifts being installed, please identify:
Contractor Name and License Number

Contractor Phone Number

(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: 05/31/19
Co-Owner Signature: __________________________ Date: 05/31/19

Date: __________________________
Received by: __________________________
Harbor Bay Community Development District

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)
This instrument was prepared by and upon recording should be returned to:

District Counsel, Harbor Bay CDD
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel ID for Property: 0-29-31-19-7Y-000031-00003.0

LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 31 day of May, 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

Caleen Harris and Kylie Harris
(together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 3, Block 31, as per the plat ("Plat") identified as ______________, and recorded in Plat Book 92, Pages 54 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:  

Zachary L. Thomas

Print Name

By:  

Thomas Richt

Print Name

Owner

By:  

Caleem Harris

The foregoing instrument was acknowledged before me this 31 day of May, 2015 by Caleem Harris. He/she [X] is personally known to me or [ ] produced FL DL as identification.

NOTARY PUBLIC

ZACHARY LOGAN THOMAS
Notary Public - State of Florida
COMMISSION # GG 116130
EXPIRES JUN 19, 2021
Bonded through National Notary Assn.

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]
Witnnesses:
By: 
Print Name

By: 
Print Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 31 day of May, 2019, by
Kylie Harris. He/she [X] is personally known to me or [ ] produced
as identification.

NOTARY PUBLIC

ZACHARY LOGAN THOMAS
Notary Public - State of Florida
COMMISSION # CV 116130
EXPIRES JUN 19, 2021
Bonded through National Notary Assn.

[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

)  
COUNTRY 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]
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:

5318 Fisher Sound Lane
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'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@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 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.
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) Name(s) ____________________________
Lot Street Address: ___________________________
City, State and Zip Code: ___________________________
Phone Number: ___________________________
Lot Tax Folio Number ___________________________

For Lifts being installed, please identify:
Contractor Name and License Number: ___________________________
Contractor Phone Number: ___________________________
(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: ____________________________
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)
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.

<table>
<thead>
<tr>
<th>Property Owner Signature:</th>
<th>[Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner Name:</td>
<td>Thomas Kelly</td>
</tr>
<tr>
<td>Date:</td>
<td>5/16/2019</td>
</tr>
<tr>
<td>Address:</td>
<td>5318 Fishersound Lane</td>
</tr>
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<td>City / State / Zip:</td>
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<td>Phone Number:</td>
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<tr>
<th>Contractor Signature:</th>
<th>[Signature]</th>
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<tr>
<td>Contractor Name:</td>
<td>Brian Hecker</td>
</tr>
<tr>
<td>Date:</td>
<td>5/16/2019</td>
</tr>
<tr>
<td>Address:</td>
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<tr>
<td>City / State / Zip:</td>
<td>Ruskin, FL 33570</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>813-294-1370</td>
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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.
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: [Review and approval of dock easement]

[ ] RECOMMEND DENIAL because

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on:

NOTE: If this is for a Personal Watercraft 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).

[ ] DENIED because
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 preformed 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 removable 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.
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of the 15th day of May, 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

Thomas Kelly __________________ and Debra S. Fisher __________________ (together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 15, Block 2, as per the plat ("Plat") identified as Mira Bay, and recorded in Plat Book 164, Pages 164 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: Laura H. Fouts
Print Name: Laura H. Fouts

Owner
By: T. Kelly
Print Name: T. Kelly

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of May, 2019 by Thomas Kelly. He/she [X] is personally known to me or [ ] produced as identification.

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:
By: Laura H. Farmer
Print Name: Laura H. Farmer

By: Brian Hecker
Print Name: Brian Hecker

Owner

By: T. Kelly

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of May, 2019, by

Theresa Kelly. He/she [ ] is personally known to me or [ ] produced

[Signature]

NOTARY PUBLIC

JESSICA CROSS
MY COMMISSION # G0 2360308
EXPIRES: July 8, 2022

[Signatures continue on following page]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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: 813-636-4000
FAX: 813-281-1086
E-MAIL: daviles@hilbgroup.com

INSURED
Hecker Construction Company, Inc.
P.O. Box 989
Ruskin FL 33575

INSURER A: American Alternative Insurance Corporation
NAIC #: 19720

INSURER B: Owners Insurance Co.

INSURER C: American Interstate Insurance Company

INSURER D: State National Insurance Company, Inc.

INSURER E:

INSURER F:

COVERAGE

CERTIFICATE NUMBER: 1462787286

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 PERTAIN, 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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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required):

WORKERS COMPENSATION INSURANCE POLICY INCLUDES UNITED STATES LONGSHORE & HARBOR WORKERS COMPENSATION ACT COVERAGE. P&I 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 33625

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

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**CARRIER**

**NAIC CODE**

**EFFECTIVE DATE:**

### ADDITIONAL REMARKS

**FORM NUMBER:** 25  **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Harbor Bay CDD, Cardno, Inc., Park Square Enterprises, LLC, and their respective successors, assigns, members, parents, partners, affiliates, subsidiaries, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is a 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.
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The capacity of the lift is 1200 lbs. The lift is designed to accommodate loads up to 1200 lbs. The lift is equipped with an emergency braking system and a minimum of 1200 lbs. for the elevator.
DOUG BELDEN, TAX COLLECTOR
09/17/2018 80.00
PAID 17-0-316734
2018-2019

BUSINESS TAX RECEIPT

ADDRESS
RUSKIN, FL 33770-9865

MAILING ADDRESS
PO BOX 889

NAME
HECKER CONSTRUCTION CO INC

GIBSON, FL 33534

BUSINESS
280.0011 PUBLIC SERVICE

HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXP. AUGUST 30, 2019

ACCOUNT NO.

RENEWAL 07596

1 EMPLOYEES

0.00

Hazardous Waste Surcharge

0.00

Receipt Fee

5 EMPLOYEES

0.00

This becomes a tax receipt when validated.