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) or 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, September 19, 2019 at 6:00 PM at the MiraBay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572. The following is the revised 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. Landscape
      i. Transition Plan .................................................. Tab 3
      ii. Pruning Standards ........................................... Tab 4
      iii. Consideration of CLM Landscape Services Agreement .... Tab 5
   B. Master Seawall Project
      ii. Update Regarding Seawall Construction .................. Tab 7
   C. Upland Claims ................................................................ Tab 8
   D. Discussion of District Manager and Service RFP
   E. New Capital Projects .................................................. Tab 9
      i. Dockers Expansion ............................................. Tab 10
      ii. Maintenance Shed ............................................. Tab 11
      iii. Roundabout Analysis .......................................... Tab 12
      iv. Palm Replacement ............................................. Tab 13
   F. Major Project Update
      i. Storm Drains ..................................................... Tab 14
      ii. Seawall Easement Issues ..................................... Tab 15
      iii. Personal Watercraft ......................................... Tab 16
      iv. Cardno-Managed Project Tracker ......................... Tab 17
      v. Rizzetta-Managed Project Tracker ......................... Tab 18
      vi. Written Update Only
         a. Shrubbery Maintenance/Replacement ..................... Tab 19
         b. Tennis Irrigation Repair .................................... Tab 20
         c. Software Management System ............................ Tab 21
         d. Painting of Buildings ....................................... Tab 22
         e. Pool Bathroom Remodeling ................................. Tab 23
         f. Wolf Creek Sails ............................................. Tab 24
         g. Power Washing .............................................. Tab 25
         h. Pool Landscape Installation ................................. Tab 26
         i. Public Facilities Report ..................................... Tab 27
         j. Pool Mooring Post Repair ................................. Tab 28
         k. Street Signs .................................................... Tab 29
         l. ADA Website Compliance and thumb drive ............ Tab 30
         m. AIG Litigation Fee Recovery .............................. Tab 31
         n. Manatee Agreement
         o. Canal Lights .................................................... Tab 32
G. Consideration of Amended and Restated Rules of Procedure ........ Tab 33
H. Update Regarding Bay Breeze Soil Conditions ................................ Tab 34
I. Consideration of Fountain Replacement Proposals ...................... Tab 35
J. Consideration of Concrete Sidewalk Replacement ...................... Tab 36
K. Consideration of HVAC Services Proposals ............................ Tab 37
L. Consideration of Proposal for Irrigation Monitoring and
   Reporting Services ................................................................... Tab 38

7. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION
   A. Consideration of Minutes of Board of Supervisors’
      Regular Meeting held on August 15, 2019 ............................. Tab 39
   B. Consideration of Minutes of Board of Supervisors’
      Special Meeting held on August 27, 2019 .............................. Tab 40
   C. Consideration of Minutes of Board of Supervisors’
      Special Meeting held on August 29, 2019 .............................. Tab 41
   D. Consideration of Operations & Maintenance
      Expenditures for August 2019 .............................................. Tab 42
   E. Consideration of Operations & Maintenance
      Expenditures for August 2019 – Reserve Fund ....................... Tab 43
   F. Consideration of Operations & Maintenance
      Expenditures for August 2019 – MiraBay Amenity Center ......... Tab 44
   G. Consideration of Operations & Maintenance
      Expenditures for August 2019 – Evergreen Fund ................. Tab 45
   H. Consideration of Master Project Requisitions
      #MP #166, #167, #168, #169, #170, & #171 ........................... Tab 46
   I. Consideration of Supplemental Project Requisitions (if any)
   J. Presentation of Monthly Staff Report: Club Manager ............... Tab 47
   K. Presentation of Monthly Staff Report: Club Director ............... Tab 48
   L. Consideration of Insurance Proposal .................................... Tab 49
   M. Dock and Boat Lift Approvals ............................................ Tab 50

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
Regional District Manager
Tab 1
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>COMMENT(S)</th>
<th>ACTION/RESPONSE</th>
<th>FOLLOW-UP REQUIRED</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/15/19</td>
<td>Question about stormwater system maintenance</td>
<td>District Engineer will look into to maintenance options</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>8/15/19</td>
<td>Question about boat lift maintenance</td>
<td>Club Director will work with vendor to provide regular maintenance</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>2/21/19</td>
<td>Questions about pickleball courts</td>
<td>The Board will be reviewing pricing at a future meeting. Steve following up with Park Square on future development.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>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 Rip can encourage algae bloom or red tide</td>
<td>In evaluating bids versus the “Evaluation Criteria” included in the RFP, the Board will consider this and other relevant issues.</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Concerns regarding palm tree diseases</td>
<td>LTK has been treating palms for diseases on a regular basis</td>
<td>NO</td>
<td>11/17/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>seawall weep hole maintenance</td>
<td>Engineer provided maintenance plan and will train on site staff</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Issues with pond maintenance</td>
<td>Cardno reviewing</td>
<td>NO</td>
<td>12/20/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Boat slides</td>
<td>These are required per the Save the Manatee Agreement</td>
<td>NO</td>
<td>12/20/17</td>
</tr>
<tr>
<td>12/14/17</td>
<td>Request to look at additional vendors for community security</td>
<td>Staff is looking for other vendors and proposals will be presented at the next meeting.</td>
<td>NO</td>
<td>12/14/17</td>
</tr>
<tr>
<td>1/18/18</td>
<td>Informal District staff that prior geological reports regarding the pool crack should be available</td>
<td>DM sent report to Engineer</td>
<td>NO</td>
<td>1/18/18</td>
</tr>
<tr>
<td>2/8/18</td>
<td>Question about additional mangrove plantings</td>
<td>Developer not planting new mangroves at this time</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about Bay Estates Preserve gates</td>
<td>Gates are open for construction traffic</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Request to have 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 maintenance on pilings in canal restrictions</td>
<td>CDD will be budgeting for maintenance</td>
<td>NO</td>
<td>4/10/18</td>
</tr>
<tr>
<td>4/19/16</td>
<td>Question about boat use restrictions</td>
<td>Staff is responding to resident on limits</td>
<td>NO</td>
<td>4/10/18</td>
</tr>
<tr>
<td>4/19/16</td>
<td>Question about enterprise fund subsidating</td>
<td>Board will be reviewing during budget process</td>
<td>NO</td>
<td>4/10/18</td>
</tr>
<tr>
<td>4/19/16</td>
<td>Question about mangrove trimming</td>
<td>District Engineer is reviewing</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Issues with Seacrest irrigation and landscape pest control</td>
<td>Steve reviewing with landscaper</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Question about home uses to be built on developer lots</td>
<td>MARC guidelines are in place</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for better guard house upkeep</td>
<td>Staff will increase maintenance</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on use of consultants</td>
<td>Board will continue using consultants when needed</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on landscape issues</td>
<td>Board will prioritize landscaping renovations as funds are available</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on speed bumps/radar cameras</td>
<td>Board will be researching pros/cons</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for additional pickleball courts</td>
<td>This will be considered if/when amenities are expanded expanded</td>
<td>NO</td>
<td>6/15/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for additional CDD communication</td>
<td>This will be added to the next meeting agenda for further discussion</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for replacement of playground shade structures</td>
<td>Proposals will be reviewed by the Board at the next meeting</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>8/16/18</td>
<td>Questions regarding community security</td>
<td>The Board passed a motion to move forward with roving security</td>
<td>NO</td>
<td>8/16/18</td>
</tr>
<tr>
<td>10/18/18</td>
<td>Questions regarding vessel registration fees</td>
<td>Chairman working on meeting with the Save the Manatee group to discuss the agreement</td>
<td>NO</td>
<td>2/19/19</td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about boat ramp surface issues</td>
<td>Currently being addressed by Club Director and District Engineer</td>
<td>NO</td>
<td>3/21/19</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Request for Boat Show</td>
<td>If WTS decides to sponsor such an activity, they will work with District Counsel and others to implement</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about clubhouse exterior painting</td>
<td>Board approved a NTE of $1,000 for a professional opinion on paint colors; Board to review and approve at a future meeting</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>3/16/19</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>
<tr>
<td>7/18/19</td>
<td>Request to clean up nails near construction sites in CDD roads</td>
<td>Club Director is working with builders and looking to add a magnetic strip to CDD truck</td>
<td>NO</td>
<td>7/18/19</td>
</tr>
<tr>
<td>7/18/19</td>
<td>Request to extend pool hours at Admiral Pointe</td>
<td>District Engineer will get a proposal to have someone review lighting requirements. The Board did not take any action on this item.</td>
<td>NO</td>
<td>8/15/19</td>
</tr>
</tbody>
</table>
Tab 2
Chairman’s Perspective on Agenda Decisions for 9-19-19

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. Landscape
   a. Confirm proposed transition plan is comprehensive and will minimize “hiccups”
   b. Approve pruning standards for CLM to implement
2. Master seawall project
   a. No decisions anticipated
   b. Review progress against T-dates for key milestone activities
3. Upland Claims
   a. Consider settlement offers
4. District Manager and Service RFP
   a. Identify top 2-3 companies for October interviews
   b. Define the process the Board will utilize to make a final selection
5. New capital project priorities
   a. Prioritize projects for funding and implementation
   b. Define next steps for each project
6. Written updates on approved projects
   a. Staff will provide T-dates for project initiation, major milestones and project completion as well as providing info requested via email or at Board meetings
   b. As needed, Supervisors will ask clarifying questions
7. Greeters
   a. Determine whether to fund live greeters at selected gates and times
8. Amended and Restated Rules of Procedure
   a. Approve new rules and procedures for purposes of noticing public hearings
Tab 3
September 9, 2019

Capital Land Management Corp.
9830 Yawn Road
Dade City, FL, 33525

Harbor Bay CDD
107 Manns Harbor Drive
Apollo Beach, FL 33572

Introduction:
We at CLM are excited to start this journey on maintaining your Landscape Maintenance at Harbor Bay CDD the week of October 1, 2019. Our Goal is to be partners with you in making decisions to improve your properties aesthetics with a clear Vision guided by CLM and directed by Board of Directors. Our knowledge and experience will help pave the way for a brand new beginning at Harbor Bay CDD. Below you will find our initial findings of your property, although we point out the bad and what needs to be fixed, we also provide a solution to what we know at this time. Our Goal in this report is to make you aware of what we see and our plan of attack so there are no questions or concerns that will arise after we start Harbor Bay CDD.

*You will notice in the detail portion of the reports that certain areas have been blocked out in red. These areas have been blocked out in red because they have already been previously scheduled.

Primary Point of Contact: The Operations Manager for this property and your main point of contact will be Juan Nova, juan@capitalland.net, (813)857-7596
Secondary Point of Contact: The Asset Manager is Jeff Helm, which is the secondary point of contact, jeff.helm@capitalland.net, (863)308-0173

Report Information Provided by:
Jarrett Myers – Chief Operating Officer, Certified Pest Control Operator, BMP
Jason Chambrot – Regional Manager over Maintenance, Certified Pest Control Operator
Kerry Adams – Operations Manager Pest Control Division, Certified Pest Control Operator
Gary Kruger – Operations Manager Irrigation Division, Water Star Certified
Juan Nova – Operations Manager at Tampa Branch
Jeff Helm- Account Manager
Turf Maintenance:  
It appears that some areas around the community have not been maintained on a regular basis, as some areas were heavily infested with bed weeds (Pic below left), there are other areas that show no delineation between the landscape bed and turf (picture below right).

Resolution: CLM will be consistent on the days that we service and will always finish the property the same day or the next day. We will have a pattern of mowing that will be consistent and will not change throughout the year. Our current goal is to have a 4 person mow team that will mow Monday through Thursday and a 4 person detail team that will do nothing but detail Monday through Thursday. This separation allows CLM to hold certain crews responsible for issues and allow us to train our team to help prevent those from happening a second time. CLM provides our teams with what we call mowing rotational map(Exhibit A) and a checkoff list(Exhibit B); our teams follow these each week so that we are consistent with service each week. Our managers always know where our teams should be from this map. Residents and Board of Directors will know what and when to expect certain areas to be taken care of.
### Harbor Bay Mowing Check Off List
**October.2019**

<table>
<thead>
<tr>
<th>Mow</th>
<th>Bermuda</th>
</tr>
</thead>
<tbody>
<tr>
<td>41/Mirabay Blvd to E of GH</td>
<td>Main Entrance</td>
</tr>
<tr>
<td>103 Mirabay Blvd</td>
<td>Tennis/BB Courts</td>
</tr>
<tr>
<td>107 Manns Harbor Dr</td>
<td>Clubhouse</td>
</tr>
<tr>
<td>300 Manns Harbor Dr</td>
<td>Main Dr (north)to GH</td>
</tr>
<tr>
<td>Mira Bay Blvd West of GH</td>
<td>main blvd</td>
</tr>
<tr>
<td>5503 Cafrey Pl</td>
<td>Along Sidewalk</td>
</tr>
<tr>
<td>5602 Skimmer Dr</td>
<td>Pond</td>
</tr>
<tr>
<td>5603 Skimmer Dr</td>
<td>Common Area</td>
</tr>
<tr>
<td>5603 Seagrass Pl</td>
<td>Common Area</td>
</tr>
<tr>
<td>5614 Golden Isles Dr</td>
<td>Pond, cul de sac</td>
</tr>
<tr>
<td>205 Sunset Crest Ct</td>
<td>Pond, CA</td>
</tr>
<tr>
<td>5204 Golden Isles Dr</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5616 Seagrass Pl</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5636 Skimmer Dr</td>
<td>cul de sac, CA</td>
</tr>
<tr>
<td>436 Islebay Dr</td>
<td>roundabout</td>
</tr>
<tr>
<td>450 Islebay Dr</td>
<td>Common Area</td>
</tr>
<tr>
<td>515 Islebay Dr</td>
<td>Pond</td>
</tr>
<tr>
<td>544 Islebay Dr</td>
<td>Bridge</td>
</tr>
<tr>
<td>610 Islebay Dr</td>
<td>Lift Station</td>
</tr>
<tr>
<td>703 Islebay Dr</td>
<td>Bridge</td>
</tr>
<tr>
<td>Address</td>
<td>Feature</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>803 Islebay Dr</td>
<td>Pond</td>
</tr>
<tr>
<td>831 Islebay Dr</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5702 Sea Trout Pl</td>
<td>cul de sac, CA</td>
</tr>
<tr>
<td>5701 Tortoise Pl</td>
<td>cul de sac, CA</td>
</tr>
<tr>
<td>5702 Sea Turtle Pl</td>
<td>cul de sac, CA</td>
</tr>
<tr>
<td>428 Mirabay Blvd</td>
<td>Park</td>
</tr>
<tr>
<td>518 Mirabay Blvd</td>
<td>3 Ponds, RAB</td>
</tr>
<tr>
<td>628 Mirabay Blvd</td>
<td>cul de sac</td>
</tr>
<tr>
<td>631 Balibay Rd</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5403 Tybee Dr</td>
<td>cul de sac</td>
</tr>
<tr>
<td>509 Beacon Sound Way</td>
<td>cul de sac</td>
</tr>
<tr>
<td>504 Beacon Sound Way</td>
<td>Pond</td>
</tr>
<tr>
<td>5402 Merritt Island Dr</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5216 Covesound Way</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5222 Point Harbor Ln</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5331 Loon Nest Ct</td>
<td>cul de sac</td>
</tr>
<tr>
<td>5323 Fishersound Ln</td>
<td>cul de sac</td>
</tr>
<tr>
<td>734 Manns Harbor Dr</td>
<td>Lift Station</td>
</tr>
<tr>
<td>630 Manns Harbor Dr</td>
<td>roundabout</td>
</tr>
<tr>
<td>614 Manns Harbor Dr</td>
<td>Park</td>
</tr>
<tr>
<td>528 Manns Harbor Dr</td>
<td>Open field</td>
</tr>
<tr>
<td>505 Manns Harbor Dr</td>
<td>Pond</td>
</tr>
<tr>
<td>426 Manns Harbor Dr</td>
<td>Ponds and Berm</td>
</tr>
<tr>
<td>5248 Admiral Pointe Dr</td>
<td>Clubhouse</td>
</tr>
<tr>
<td>5125 Coastal Scene Dr</td>
<td>Common Area</td>
</tr>
<tr>
<td><strong>Bahia</strong></td>
<td></td>
</tr>
<tr>
<td>Golf and Sea Blvd to E of TFC</td>
<td>Roadway</td>
</tr>
<tr>
<td>5702 Sea Trout Pl</td>
<td>Waters edge</td>
</tr>
<tr>
<td>5701 Tortoise Pl</td>
<td>Waters edge</td>
</tr>
<tr>
<td>5702 Sea Turtle Pl</td>
<td>Waters edge</td>
</tr>
<tr>
<td>518 Mirabay Blvd</td>
<td>1/2 pond</td>
</tr>
<tr>
<td>630 Manns Harbor Dr</td>
<td>2 ponds</td>
</tr>
<tr>
<td>614 Manns Harbor Dr</td>
<td>1 pond</td>
</tr>
<tr>
<td>426 Manns Harbor Dr</td>
<td>1 pond</td>
</tr>
<tr>
<td>41 South and Villemaire Rd</td>
<td>Roadways</td>
</tr>
<tr>
<td>5248 Admiral Pointe Dr</td>
<td>Area 13 Border</td>
</tr>
<tr>
<td>5125 Coastal Scene Dr</td>
<td>Pond, Lift Station, CA</td>
</tr>
</tbody>
</table>
Detail of the Landscape:
All around the community, it seems to be very consistent that some of the landscape beds have been neglected for some time, weed infested plant beds, overgrowth that needs to be cut back (pictured below on top left, right and center). Weed control and plant trimming will be done during our weekly scheduled maintenance program.

Resolution: First, we have to understand that CLM bid Harbor Bay CDD with a maintenance bid, the property itself is in good shape but has some landscape beds that are in real bad shape, which will cause our team to be in clean up mode NOT maintenance mode the first few rotations. The difference is maintenance is the normal process of weeding normal growth patterns and weed pressure of 10% or less of the beds. Clean up is when there is heavy weed pressure and plant overgrowth, which takes time to pull, spray and trim plants to proper heights. With this understanding, for the property to become in a maintainable shape it could take up to 60 days for the weed pressure to be under control. It could take several months In order for trimming to be consistent throughout and the property to finally be where all residents can drive through the community and see consistency. CLM will work on the high profile areas first such as entrance, clubhouse then the rest of the areas last. A noticeable difference in the areas we have been will be evident. CLM provides our teams with what we call detail rotational map (See Exhibit C) and checkoff list(Exhibit D); our teams follow these each week so that we are consistent with service each week. Our managers always know where our teams should be from this map. Residents and Board of Directors will also know what and when to expect certain areas to be taken care of.
Exhibit C:
### Harbor Bay CDD Detail Check off list

**October.2019**

<table>
<thead>
<tr>
<th>Detail</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
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<td>41 South and Villemaire Rd</td>
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<td>Oct 30,31</td>
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</table>
Palm Trimming:
Currently Palm Tree Flowers/Fruit is excessive in many different types of palms throughout the community(pics below) This Fruit can stain concrete, look unsightly and cause damage to mowing equipment.

Resolution: CLM will trim all palms three o’clock - nine o’clock horizontal 2 times a year, once in August and again in February, we have found that by trimming during these 2 months we are able to keeps palm flowers/fruit at bay. However, we will trim as many times a year as needed to keep the palm flowers/fruit free and aesthetically pleasing.
**Agronomics:**
Throughout the property there are areas where there is traffic stress and compacted soils (pic below left). We also noticed bare/thinning areas that are infested with spurge and a sign that nematodes may be present (pic below center). Turf scalping is another issue see throughout (pic below right) which can be caused from a couple of reasons; heights of cut to low or possibly dull blades.

**Resolution:** CLM can provide a proposal for Aerification, which is recommended to relieve the soil compaction (sod may also be required to fully repair high foot traffic areas). Results will be seen 4-6 months after initial visit and will continue to improve as CLM builds up the soil with the nutrients the turf requires to thrive. CLM can also pull soil samples that would be tested for quantities of nematodes in the soil, if the threshold shows that the nematodes are in fact present we will provide a proposal with a couple of options. One example would be to try and outgrow the nematodes and another would be to apply a Nematicide to try to regain control of the nematode counts in the soil. Cost of these programs will most likely be a huge factor in which way the board decides to go. If mowing falls behind because of heavy rainfall we will be sure to slightly raise our mowing heights accordingly then bring heights down slowly to minimize the scalping appearance. We will provide a monthly newsletter, this is intended to help educate home owners and crews of specific items like disease, or insects that may affect the property during a specific month or season. (Exhibit E)
Exhibit E:

**Sod Web Worms**

We’ve all seen the moths flying through the grass, and it usually means they’re laying eggs. Sod webworm moths do not damage turf. However, the larvae feed at night on grass leaves and stems near the soil surface, and hide during the day within burrows lined with silk webbing. (hence the name "webworms") Sod webworms feed on most turfgrasses including St Augustine, crabgrass, bluegrass, zoysiagrass and buffalograss.

One of the first signs of webworm infestation is small, ragged brown spots in the turf. Upon closer inspection, these areas will have a grazed or scalped appearance. As webworms continue to grow and feed, the injured areas enlarge and coalesce. Under heavy sod webworm pressure, large areas of turf can be defoliated and even killed during periods of summer heat and drought. While sod webworm larvae are active from early spring through fall, the most serious turfgrass injury usually occurs in mid to late summer.

Please help us keep an eye out for Sod Web Worms.
Irrigation:
Unfortunately, CLM cannot give you the state of the irrigation system as we cannot access it until the incumbent company stops servicing the community. However, visual appearance of wet turf in several areas gives us the impression there are issues present, whether they are small issues such as over watering, large issues such as main line breaks or possible drainage issues (pics below). We do currently have a meeting set up with Mr. Kim’s Staff on September 25th to go through and locate any mounted clocks or battery clocks they may be located underground.

Resolution: CLM will do a thorough irrigation check and provide feedback to the Board of Directors within the first 30 days. A proposal will be submitted at this time to repair the system and get everything back up to working order. There can be proposals that require further diagnostics such as wire tracking and valve finding that could lead to not being able to fully test the system on all zones. Proposals will be submitted to find the valves or track the wire and once that is completed, another proposal will be required to fix the issues found. CLM will relay all this information to you and gladly show any representative what is happening at any time.
Safety:
The community has a couple of long roadways, Mirabay Blvd and Manns Harbor Dr and like most communities’ people don’t always obey the speed limits. Near sidewalks there are large Oak Tree roots which are tripping hazards (pictured below left), steep slopes which is another safety concern throughout the community (pictured below center) and high medians that could present a safety hazard as pedestrians are trying to cross roadways (pic below right)

Resolution: CLM will be posting mowers ahead signs down the Blvd while we are onsite to let everyone know to be safe and look out for people working. Our team does wear highly visible Orange shirts that are provided by the company so that everyone notices us with ease. We can propose sidewalk repairs if roots ever push up sidewalks, propose to simply grind the edge in some cases or grind down the roots and resod these areas in order to eliminate the tripping hazard. Steep slopes will not be mowed but only weed eaten, very carefully, to prevent injury and tall medians trimmed down to safe heights approved by the Board of Directors.

Reporting:
CLM will be reporting on a weekly and a monthly basis. Our monthly report (Exhibit G) will lay out our plan a month ahead of time. We will follow up with a weekly report (Exhibit F) that will let the board members know exactly what was completed during the 4 days our crews were on site. Once a year the entire community will be reviewed to ensure hazardous trees are addressed/removed immediately by our arborist then an arborist assessment of current conditions and an action plan (Exhibit H) will also be provided to the Board of directors.
## Exhibit F:

**Legend:**
- GH - guard house
- CA - common area
- TFC - Treasure Falls Ct
- RAB - roundabout
- LS - Lift Station
- CH - Clubhouse

### Harbor Bay CDD Weekly Journal

**Date:** 9-30-19 to 10-3-19

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Pond, Lift Station, CA
### Fertilization

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### Shredded Cypress Mulch

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### Annuals

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### Proposals

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<tr>
<td>Scalping</td>
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<td>Oak Tree roots</td>
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<td>Crabgrass</td>
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<tr>
<td>Spurge</td>
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<tr>
<td>Palm Fruit</td>
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<td>Tree suckers</td>
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**Exhibit G:**

**Legend:**
- GH – guard house
- CA – common area
- TFC – Treasure Falls Ct
- RAB – roundabout
- LS – Lift Station
- CH – Clubhouse

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**Harbor Bay CDD Monthly Report**

**October 2019**

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<td>5125 Coastal Scene Dr</td>
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**Bahia**

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<td>Waters edge</td>
<td>Oct 3,10,17,24,31</td>
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<tr>
<td>5701 Tortoise Pl</td>
<td>Waters edge</td>
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<tr>
<td>5702 Sea Turtle Pl</td>
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<td>614 Manns Harbor Dr</td>
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Exhibit H

(ARBORIST TREE REPORT)
LAKELAND, FL 33813
Michaelgilileo@yahoo.com Michael 863-513-7251.

TO: Mira Bay Community DATE: 09-11-19 PHONE:N/A
WE HEREBY SUBMIT SPECIFICATIONS FOR THE FOLLOWING ISSUES OR CONCERNS
Address- 107 Manns Harbor Dr. Apollo Beach Fl 33572

This is a arborist report & tree inventory count for the above listed property location.

(Mira Bay Front Entrance & Pool Area) Phoenix/Canary Date Palms- 96
Fox Tail Palms- 47 Oak Trees- 65
Bismarck Palms- 35 Queen Palms- x12
Reclinata Palm Clusters- x9

Arborist Notes- 19 oaks located in the parking lot of the clubhouse need to be lifted for vehicle clearance, oaks located inside the pool area are touching the pool pump house roof area & need to be elevated to prevent roof damage.

(Manns Harbor Drive & Connecting Streets) Oak Trees- 51
Bismarck Palms- 7
Bald Cypress- 34
Magnolia Trees- 30 Pine Trees-37 Sabal Palms- 66
Queen Palms- 4 Phoenix/Canary Date Palms- 1
Chinese Fan Palms- 18 Reclinata Palm Clusters- 5

Arborist Notes- The magnolias, bald cypress & oaks all need to have the Canopies elevated to provide ground clearance. There are 5 dead pine trees that need to be removed & 1 additional pine that is leaning due to the root ball being slightly exposed. If the leaning pine tree falls it will damage the wall surrounding the community.

(Outside entrance wall along Hwy 41) Sabal Palms- 154
Magnolia Trees- 21
Pine Trees- 90
Oak Trees- 23

Arborist Notes- There are 3 pines located on this wall that are dead & will need to be removed. All of the outside perimeter oaks/magnolia trees need to be trimmed/having the canopies lifted.
(Golf To Sea Blvd. Area) Washingtonian Palms- 17
Oak Trees- 1
Sabal Palms- 5

Arborist Notes- On Golf to Sea Blvd. The vegetation & trees need to be trimmed back away from the sidewalks/roadways growing rapidly. The large oak tree located near the roadway needs to be trimmed with excessive deadwood & moss removed.

(Ibis View & Connecting Streets) Queen Palms- 9
Bismarck Palms- 14
Bald Cypress- 17
Washingtonian Palms- 13 Phoenix/Canary Date Palms- 2 Sylvester Palms- 16
Chinese Fan Palms- 36 Royal Palms- 26
Reclinata Palm Clusters- 9

Arborist Notes- I would recommend that the bald cypress have the canopies lightly pruned for ground clearance(Elevation) around the retention pond areas.

(Sunset Isles & Connecting Streets) Bismarck Palms- 2
Sylvester Palms- 35
Reclinata Palms- 4 Bald Cypress Trees- 66
Pinanga Palm Clusters- 20

Arborist Notes- There are two bridges located on (Islebay Drive) I would recommend that the Brazilian pepper be cut back as soon as possible to avoid overgrowth onto the sidewalks.

(Mira Bay Blvd West End/ Connecting Streets) Sylvester Palms- 41
Reclinata Palms- 9
Phoenix/Canary Date Palms- 2 Bismarck Palms- 3
Chinese Fan Palms- 15 Washingtonian Palms- 19
Oak Trees- 50
Queen Palms- 5
White Sapote(Hardwood Shade Tree)- 1

Arborist Report- 1 Shade tree removal is being requested for a white sapote tree located at the dead end street of (Merritt Island Drive) This tree has root rot & poor branch structure due to previous storm damage.

(Mira Bay Blvd. Park Location) Bismarck Palms- 25
Washingtonian Palms- 47
Foxtail Palms- 36 Phoenix/Canary Date Palms- 10 Reclinata Palm Clusters- 7 Coconut Palms- 6
Fish Tail Palm Clusters- 5 Pinanga Palm Clusters- 48

Arborist Notes- All grouped/clustered palm trees should be pruned in a way to to slightly reduce size of each cluster, by doing this you will avoid any overgrowth issues that may be taking place now.
(Admiral Point Mira Bay) Foxtail Palms- 20
Oak Trees- 6
Royal Palms- 6
Bismarck Palms- 5 Phoenix/Canary Date Palms- 5 Ribbon/Chinese Palms- 5
Sabal Palms- 166
Oak Trees- 13

Arborist Notes- Oaks from the residents back yards are touching the fence line on Villemaire Rd. These need to be trimmed back to prevent this. There is also a dead palm tree on this wall that recommend to be removed.

Arborist Trimming Recommendations
All arborist notes listed above have issues of concern that need to be taken care of as soon as possible.

* The palms need to have a routine maintenance plan in place pruning every 6 month to arborist standards with a tree injections being done quarterly to all date palms to prevent diseases.

* All shade trees other than palms should be pruned to arborist standards every 12-24 months as needed but to not over prune.

*All dead trees should be reported by onsite persons & make arrangements for removal as soon as possible to prevent possible disease spread or danger to the public.

Thanks Michael
Florida Green Lawn & Tree Service Arborist Certification ID: FL-9371A 863-513-7251
In Conclusion:
Despite all the issues above, please understand that CLM is confident we will restore Harbor Bay CDD back to a beautiful place to live. This will require the support from the Board of Directors. Overall in the current condition CLM feels we can get the majority of the property back into check within 60 days, and the remainder within the first year which includes all aspects listed above. CLM is available to meet about this report and walk with any representative at any time to discuss. We look forward to working with you!

Report Prepared by: Jason Chambrot Region Manager-Maintenance
PROPOSAL

Date: September 9, 2019

PROPERTY: Harbor Bay CDD
107 Manns Harbor Drive
Apollo Beach, FL 33572

SCOPE OF WORK: Seasonal annual change out.

- Remove annuals at entrance and guard house
- Add soil to raise bed
- Spread 14-14-14 Fertilizer
- Install 4,000 annuals at entrance/guard house
- Annuals will be a design of Blue Salvia and Sunpatients

Grand Total $8,000

Payment due within 15 days of completion of the above proposed work.
If there are any questions, please contact me at your earliest convenience.
An acceptance of this proposal within 30 days shall constitute a contract between us. Beyond 30 days the above prices are subject to review.

Date of Acceptance ____________
Estimated By: Juan Nova
__________________________
Signature

9830 Yawn Road
Dade City, FL 33525
WWW.CAPITALLAND.NET
Tab 4
Harbor Bay CDD Landscape Mowing and Trimming Instructions

Harbor Bay Community Development District
107 Manns Harbor Drive
Apollo Beach FL 33572

Mirabay Community
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1. Introduction:
   a. Landscaping is a critical component of the Harbor Bay CDD premiere waterfront resort appearance and lifestyle. Landscaping, invoking the casual ambiance of waterfront Florida, shall be compatible with the natural environment that surrounds our district.
   b. The Harbor Bay Community Development District shall comply with the Mirabay Bay Homeowners Association Landscape requirements, Chapter 5.

2. Objectives:
   a. Harbor Bay CDD landscaping instructions establish criteria for our community common grounds to achieve and maintain a manicured appearance, highlighting our premier waterfront resort community’s value, and desirability for current and future residents.
   b. Landscape instructions provide owners, staff, and contractors with a basis for mutual understanding to facilitate communication and measurement to achieve CDD design, implementation, and maintenance objectives for the Harbor Bay community.
   c. Contractors shall employ these landscaping instructions in the execution of all landscaping contracts.

3. Definitions:
   a. Harbor Bay Landscape criteria shall comply with the Mirabay Bay Homeowners Association, Mirabay Architectural Review Committee, Harbor Bay CDD, Hillsborough County or State of Florida directives.
   b. Harbor CDD General Landscaping instructions describe landscape appearance and maintenance objectives applicable throughout the community's common grounds.
   c. Harbor CDD General Landscaping Location instructions describe appearance and maintenance objectives applicable to specific CDD locations within the community.

4. Implementation:
   a. A multi-stage program will implement a transition from overgrown shrubbery blocking views to a premiere waterfront resort with emphasis on living on water. Expanding the views of our front entry waterways, and the lagoon, are the keys to enhancing our environment to create our premiere waterfront resort appearance and lifestyle, creating desirability for current and future residents.
   b. Much of this effort will be accomplished by our landscape contractor executing these instructions while trimming the overgrown shrubbery.

5. Management:
   The Harbor Bay CDD Clubhouse Manager is the landscaping contract manager, responsible for contract execution, instructions definition, enforcement, authority and updates, as required, to this document.

6. Safety Issues:
   a. Community safety and security is the number one priority during landscape design, implementation, and maintenance.
   b. Landscaping must meet all applicable state of Florida and Hillsborough County traffic and pedestrian safety requirements.
7. **General instructions:**
   a. Grass care per the active landscaping contract
      i. Grass shall be cut with reel mowers maintaining a 0.3-inch grass height above ground, per the landscaping contract.
      ii. Chemical edging is not permitted at any time.
   b. Mulch selection and layout in accordance with contract requirements
   c. Crown of Thorns plants shall not be planted adjacent to sidewalks or playgrounds.
   d. Shrubbery
      i. Shrubs shall be no higher than 24 inches along Manns Harbor Drive waterway sidewalks to enable waterfront views and pictures.
      ii. Shrubbery shall not overlap streets or sidewalks.
      iii. Where multiple types of shrubs are displayed in a grouping within the same location, they shall be planted in rows, by type, parallel to the walkway or street.
      iv. All shrubs shall be trimmed to maintain a minimum 12-inch standoff from a fence, wall, bridge or building, with mulch, three inches deep, covering the exposed ground.
      v. When shrubbery is planted to provide a 2 or 3 tiered appearance there shall be a minimum of 12-inch height separation between tiers.
         1. If a 3 trim cannot be differentiated then the middle tier shall be removed and replaced with more lower-tier shrubs while maintaining a minimum of 12-inch separation.
         2. Shrubs in front or behind an iron fence shall be trimmed, on both sides, to a height a minimum of twelve inches below the top horizontal fence bar. The horizontal height shall be maintained along the entire fence line location.
   e. Monuments
      i. Establish a sense of community, connectivity, and pride within our neighborhoods
      ii. Today, six monuments stand-alone surrounded by grass (Type 1).
ii. Six additional monuments are surrounded by shrubs (type 2) to various heights and in need of pruning or shrub removal. The type 2 monuments, in general, appear surrounded by overgrown shrubs.

Bay Estates Preserve
South gate

Trimming to instructions required

Bay Estates Preserve
North gate

Trimming to standard required

iv. Trimming

1) Type 2 monuments shrub height instruction is two inches below the monument lower-trim surround.

2) All shrubs shall be trimmed to maintain a minimum 12-inch standoff from a monument.

3) Related shrubs within 40 feet along the curb of a type 2 monument shall be maintained at a height two inches below the accent trim to provide monument visibility. The accent trim will always have 360-degree visibility.

Bay Breeze monument at Manns Harbor Drive and Winterside Drive

The accent trim will always have 360-degree visibility.
f. Roundabouts and Islands

i. The shrubbery shall be trimmed to provide a 2 or 3 tiered appearance with a minimum of 12-inch height separation between tiers.

ii. Tier 1 and 2 shrubs shall be trimmed to maintain two horizontal planes separated by a minimum of 12 inches.

iii. Shrubbery shall be a continuous line along the curb to prevent children from entering into the roundabout or island interior.

iv. Tier 2 or tier 3 shrubs shall fill any empty space in the interior.

v. The rain shutoff sensor shall be visible above the shrubbery and have a clear opening to the sky.

vi. If a 3 tier trim cannot be differentiated then the middle tier shall be removed and replaced with more lower-tier shrubs while maintaining a minimum of 12-inch separation.

8. Specific instructions by location:

Mirabay Drive entry from /exit to US 41
Harbor Bay CDD
Landscape Mowing and Trimming Instructions

a. Mirabay Drive Entry from and Exit to US 41


   Landscaping can have a significant impact on sight distance. The Design Standards Index 546 indicate that the corridor defined by the limits of clear sight is a restricted planting area. Drivers of vehicles on the intersecting roadway and vehicles on the major roadway must be able to see each other clearly throughout the limits of ‘d’. If, in the Engineer’s judgment landscaping interferes with the line of sight corridor prescribed by these Standards the Engineer may rearrange, relocate or eliminate plantings. FDOT generally recommends that the assumed driver eye position be a minimum of 14.5 feet back from the edge of the traveled way. This distance can be adjusted when documented by a site-specific field study. The third leg of the sight triangle is the actual sightline, which is the hypotenuse connecting the other two legs of the triangle. Thus, all sight obstructions shall be removed from within this area.

   Maintain unobstructed driver line of sight on US 41 for 220 feet north and south of the entry.

2. The Mirabay Bay Sign shall be visible from the beginning of the turn-in lane off of US - 41, both north and south.
b. **Mirabay Drive 100-200 Blocks Roadway and Islands**

1. The lookout tower shall be trimmed to present a welcoming invitation to all. The shrubbery must present our premiere waterfront resort appearance and lifestyle. Landscaping, invoking the casual ambiance of waterfront Florida, shall be compatible with the natural environment that surrounds our district.

2. The ground cover surrounding the Mirabay sign shall never exceed the height maintained in the picture below.

![Image of Mirabay sign with ground cover]

   The ground cover surrounding the Mirabay sign shall never exceed the height maintained in the photo.

3. Annuals, replacing the existing Crown of Thorns and plants, shall be maintained at a height at or below the middle horizontal decoration on the lighthouse door, including the planters adjacent to the lighthouse. The annuals shall be maintained to emphasize the lighthouse. Annuals in the planters will tie the ground level annuals to the lookout tower, while opening better views to the surrounding park.

![Image of lighthouse with annuals]

4. The maximum shrubbery height in island-1 shall allow vehicle occupants to observe the water on both sides of the entry.
5. The masonry on both sides, and in island-1, shall be pressured washed to retain an attractive appearance. Shrubbery shall be removed, as required, to provide a better sunset viewing area on the South entrance pond wall.
6. The Mirabay south, outbound side requires replacement of two missing palm trees.

   ![Image of the Mirabay south, outbound side](image)

   The Mirabay south, outbound side requires replacement of two missing palm trees.

vii. The monument gates on both the inbound and outbound sides of Mirabay Drive require clean-up. Both sides need shrubs trimmed front and back to the height of the bottom of the lower band around the monuments.

   ![Image of the Inbound side](image)

   ![Image of the Outbound side](image)
c. Manns Harbor Drive 100-300 block roadway  
   i. Safety issue to limit pedestrians crossing the roadway away from the intersections, Manns Harbor Drive 100 block shall be a continuous row of Mammy Croton shrubbery located on both sides of the roadway, trimmed to 24 inches height with the tops parallel to the ground.

The area in the foreground shall be filled in with matching shrubs to provide continuity at the corner of Mirabay Blvd.

ii. Manns Harbor Drive Bridge-1 is often the site of wedding and other special occasion photography. To accommodate these events, there shall be an unobstructed view of the entire body of water when standing on the bridge. This stormwater retention pond shall be kept free of vegetation. This is a Cardno contracted responsibility.

All shrubs shall be trimmed to 24 inches height. So as to not obscure the water, the tree in the center shall be removed to open and balance the view.

This is a Cardno contracted responsibility.
iii. Manns Harbor Drive Bridge-2

1. The location offers views to both the stormwater retention pond and the lagoon, as well as Bridge-1.

   The landscape design must link the bridge on both sides, providing expansive pond and lagoon visibility.

2. Safety and Warning
   a) Currently, pedestrians move from one side of the bridge to the other stepping on the shrubs lining the street.
   b) A single safe crossing, with warnings marked or posted must be designed and implemented to allow only one crossing at the center of the bridge.
   c) A means needs to be designed and implemented to make drivers aware of people crossing the bridge and slowing their vehicles.
   d) The shrubbery lining Manns Harbor Drive from the bridge-1 to gatehouse shall be uniform and continuous to limit pedestrian entry into the street while allowing vehicle drivers visibility of pedestrian activity. The existing shrubbery shall be trimmed to 30 inches height and manicured to close any space between the individual plants.
iv. Manns Harbor Drive Gatehouse Area

1. Gatehouse shrub height shall not exceed the lower edge of the lower decorative trim around the gatehouse and trimmed to be 12 inches away from the building.

2. Shrubs shall be trimmed so as not to block security cameras views to the entry stations.
v. Monuments

1. Shrub height shall be maintained below the lower trim bottom.

2. The shrubs around these monuments shall be trimmed to the height cited sub paragraph 1 above.

vi. Monument Gates

1. Shrub height shall be maintained below the lower trim bottom.
2. Mammy croton shall be removed and replaced with tier 1 shrubs.
vii. Island

1. The island shall be trimmed in two tiers.
   a. The top tier shall be trimmed to a height that does not obstruct visibility of North bound vehicles nor visibility of vehicles making a u turn from South to North.
   b. The lower tier top shall be 12 inches below the upper tier.

---

d. Mirabay Drive

I. US 41 intersection to Golf and Sea Blvd intersection.
   a. To ensure a safe left turn from Manns Harbor Drive onto Mirabay Blvd, clear line of sight visibility of vehicles traveling east along on the south side of Mirabay Blvd island-2. Looking east from Manns Harbor Drive, Island-1 shrubs must be trimmed to 24 inches height to prevent line of sight blockages of vehicles traveling west from US 41 on Mirabay Blvd.
b. Traveling west from US 41 on Mirabay Blvd turning left onto Manns Harbor Drive, to ensure a safe left turn clear line of sight visibility along the island-1 and island-2 curves on Mirabay Blvd looking west must be maintained island shrubs to 24 inches height.

c. Vehicles exiting the Tennis Courts to (1) proceed across Mirabay Blvd to enter Manns Harbor Drive or (2) turn left onto Mirabay Blvd or (3) turn right onto Mirabay Blvd must have clear visibility above Islands 1 and 2 shrubs of on-coming traffic from the US 41 intersection and vehicles traveling eastbound on Mirabay Blvd toward US 41.

2. MiraBay Drive Gatehouse

a. The island preceding the gatehouse shall be maintained as pictured below.

b. The shrubbery around the gate house shall be trimmed to below the trim bar around the building.

c. The entry and exit islands and the walking path gates shrubbery shall be trimmed to below the trim bar around the columns.

d. The monument west of the gatehouse shrubbery shall be trimmed to below the trim bar around the column.
3. Aberdeen Pond Drive blue piping needs investigation regarding trimming.

e. Clubhouse

1. Landscape shrubs shall not exceed a height twelve inches below a fence top and stand-off from the fence twelve inches.

2. Where multiple types of shrubs are in the same location, they shall be planted in rows parallel to the walkway. Shrubs shall be trimmed to provide a 2 or 3 tiered appearance.

3. Traffic turning right to exit the one-way parking lot in front of the home sales building must have clear visibility along the sidewalk looking for 100 feet looking west into the Mirabay Club driveway. Shrubbery height adjacent to this sidewalk must be no higher than 24 inches along the line of sight.

4. Traffic turning right to exit the one-way parking lot in front of the home sales building must have clear visibility to traffic traveling on Manns Harbor Drive toward the gatehouse. Shrubbery on the east end of the clubhouse entry island must be maintained at no higher than 24 inches along the line of sight toward the first Manns Harbor Drive bridge.

5. The shrubbery on the north end of the island between the sales-building sales building west and central parking lots forces pedestrians to walk in the clubhouse exit street to continue to the east parking lot or Manns Harbor Drive sidewalk. To remove the pedestrian hazard, four feet of the island north end shrubbery must be replaced with equal width of concrete sidewalk.

f. US 41 Walls

1. Shrubbery on both the inside and outside of the wall along US 41 shall be trimmed to be no higher than the bottom of the wall cap.

2. The wall cap shall be visible at all times.
g. Landings Park

1. Landing Park higher cut shrub fence along Mirabay Drive provides additional safety factor form children playing in the open field. This level of trim shall remain the standard.

2. Shrubs along the entry shall be maintained at a height of 18 inches.

3. Shrubs surrounding Tiki huts shall be trimmed to 42 inches.
4. Shrubs at the street side of the parking lot shall be groomed to fill-in between plants and 12 inches height

h. Boat Lift Common Property – The landscaping objective for the boat lift area is to shield the machinery from view from Balibay Drive

i. Admiral Pointe Clubhouse Area

1. The CDD area behind the shrubs in the clubhouse parking lot, adjacent to 5242 Admiral Pointe Drive, shall maintain three inches of mulch applied to the existing grass line.

2. The grass at that location shall be mowed regularly to three feet from the house wall.
3. Pool parking lot shrubs, at the east side of the pool fence, shall be trimmed to the height as shown, while filling in-between the plants to form a continuous visual line. The large shrub on the right shall be trimmed to remain inside of the planter box and be no higher than the roof bottom edge.

4. Shrub height in front of the Admiral Pointe Clubhouse shall not exceed the height of the porch floor.

j. Admiral Pointe entry landscaping
   a. Landscaping along the East, center and west fences shall be maintained per paragraph 7d v2 - Shrubs in-front or behind an iron fence shall be trimmed, on both sides, to a height a minimum of twelve inches below the top. The horizontal height shall be maintained along the entire fence line location.
b. Per paragraph 7d, all shrubs shall be trimmed to maintain a minimum 12-inch standoff from a fence, wall, bridge or building, with mulch, three inches deep, covering the exposed ground.

c. The shrubbery shall be trimmed to provide a 2 or 3 tiered appearance with a minimum of 12-inch height separation between tiers. If a 3 tier trim cannot be differentiated then the middle tier shall be removed and replaced with more lower-tier shrubs while maintaining a minimum of 12-inch separation.

d. Shrubbery adjacent to monuments shall be trimmed to the height level with the lower trim.
e. The CDD area adjacent to the fence extends to 5 feet from the house wall. At the north end, the point where the iron fence turns 90 degrees to the north also marks the boundary. It shall be maintained as directed under paragraph 6D above.
Left, right and center view of the gate island from inside Admiral Point shall be trimmed to the 7d general instructions above.

j. Admiral Point exterior wall along Villemaire Drive and the new Sports Leadership Art Management (SLAM) 1-8 grade Charter School
   i. Villemaire Drive

   1) As shown above, the shrubbery is trimmed to a flat top in alternating heights of two feet and 6 feet, each approximately 24 feet long. The palm trees, in groups of 2 or 3, are always in a two foot high shrub segment.
   2) The exterior side of the shrubbery shall align with the sidewalk
   3) The exterior side of the shrubbery shall be covered with mulch three inches deep.
   4) The internal side, next to the wall, shall be trimmed to one foot away from the wall to prevent wall damage and to allow painting, when required.
   5) The interior side shall be covered with mulch three inches deep.
ii. Property adjacent to SLAM
   1) Plat map 0542070274: 33 feet from fence to border with swage (+ or - 5 feet?) at dividing line
   2) Harbor Bay CDD portion of land shall be regularly mowed and maintained along the entire length of the wall.

9. Instructions Modification:
   a. This document may be updated as required and reviewed annually before the next year’s budget is approved.
   b. Requests for landscape general standard modification will be approved by the Clubhouse Manager. Changes will be documented in this document.
   c. Request for a specific standard modification will be approved by the Clubhouse Manager. Changes will be documented in this document.
   d. Any approved changes to specific instructions must be signed by the Clubhouse manager and landscaping contractor.
Florida Intersection Design Guide 2007  
Chapter 6 Objects and Amenities

6.2 Landscaping “Landscape” or “Landscaping” means any vegetation, mulches, irrigation systems, and any site amenities; such as street furniture, decorative paving, fences and lighting (excluding public utility street and area lighting). Plans for landscape projects must be prepared by a landscape architect licensed by the State of Florida. The central objective of highway beautification is to create safe, low maintenance, attractive landscapes within the rights of way of the State's transportation corridors. In addition to beautifying the highway, selective or well-designed landscaping can help make roads safer for pedestrians, make roads more pedestrian-friendly, reduce Objects and Amenities maintenance costs, reduce stormwater runoff, increase habitat connectivity and promote community values. It is important that plants not be allowed to infringe on the motorist's ability to see other vehicles and objects that could present a hazard or complicate the driving task. The geometric criteria that affect driver visibility are covered in Chapter 3.

The concepts of horizontal clearance and clear zone are covered in Section 3.10.2, and Section 3.14 covers sight distance requirements. Additional requirements are provided in PPM Volume I, Chapter 2 and FDOT Design Instructions, Index 546 Sight Distance at Intersections. All landscaping must comply with these requirements.

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Sunsets are proof
That no matter what happens
Every day can end beautifully

-Kristen Butler
Tab 5
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2019 ("Effective Date"), 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., 9428 Camden Field Parkway, Riverview, Florida 33578 ("District"); and

Capital Land Management Corporation, a Florida corporation, whose address is P.O. Box 130, Matlacha, Florida 33993 (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:

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

2. 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 Maintenance Areas Exhibit attached hereto as EXHIBIT B ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as EXHIBIT B ("Maintenance Area Map") 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 Contractor’s Bid Form attached hereto as EXHIBIT D and incorporated herein ("Pricing Schedule"). 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. 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.

3. 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 8.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 UF, IFAS, etc. The Contractor shall document all Work using the Weekly Work Form attached hereto as part of EXHIBIT C, or such alternative form as approved by the District’s Board of Supervisors. 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.

4. 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 the District Manager, Field Services Manager and the MiraBay Club Director 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. The Contractor agrees to meet with a District Representative no
less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. Once per quarter, the Field Services Manager will compile a pictorial report of landscape related contractual maintenance items (Quarterly Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide a written response explaining what actions shall be taken to remedy those findings as well as a timeline to complete those actions. Written response shall be returned along with all requested diagnoses, treatment programs and proposals within the specified amount of time as requested by the District (typically seven (7) calendar days). If the Contractor does not respond 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; the third offense may terminate this contract for cause at the District’s discretion. If the deficient items have not been rectified to the District’s satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance longer than a one (1) month 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. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work performed pursuant to this Agreement. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

5. 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.

6. EFFECTIVE DATE. This Agreement shall be binding and effective as of the Effective Date and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. 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 for two (2) additional one (1) year terms on the same terms provided herein, in the District’s sole discretion.

   b. As compensation for the Work, the District agrees to pay Contractor pursuant to the Pricing Schedule set forth in EXHIBIT D, as further provided in this Section 7. For the Work specified in Parts 1 and 4 of the Pricing Schedule, the District agrees to pay Three Hundred Fifty-One Thousand Six Hundred Dollars ($351,600) per year (the “Annual Contract Amounts”), payable in twelve (12) equal monthly installments of Twenty-Nine Thousand Three Hundred Dollars ($29,300). Additionally, for the Work specified in Parts 2, 3, 5, and 6 of the Pricing Schedule, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor for such actual Work rendered using
the pricing specified in the Pricing Schedule in the month after the Work is performed as further provided in Section 7.d. below. 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 as Work pursuant to this Agreement 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 based upon a payment amount derived from the prices set forth in the Pricing Schedule (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 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.

8. 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
      ii. Employer’s Liability – $1,000,000
      iii. 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.
      iv. Automobile Liability: for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, nonowned, or hired automobiles, trailers, or other equipment required to be licensed
      v. Contractual Liability Insurance:
         1. General Aggregate $2,000,000
         2. Bodily Injury and Property Damage Combined Each Occurrence $2,000,000
      vi. 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 (“State”), 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.

9. INDEMNIFICATION.

a. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District’s percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

10. 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.

11. 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.

12. 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.
13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
19. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval is void.

20. 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.

21. 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.

22. AGREEMENT. This instrument, together with Exhibits 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 Exhibit A (Scope of Services) and/or Exhibit D (Pricing Schedule), this document shall control.

23. 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.

24. 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.

25. 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.

26. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, 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: District Manager
With a copy to: Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: District Counsel

B. If to Contractor: Capital Land Management Corp.
P.O. Box 130
Matlacha, Florida 33993
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.

27. 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.

28. CONTROLLING LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

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

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

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, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

33. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the
Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:  

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

____________________________  ______________________________  
Secretary/Assistant Secretary  Chairman, Board of Supervisors

WITNESS:  

CAPITAL LAND MANAGEMENT CORP., a Florida corporation

_______________________________  _______________________________  
________________________________  Its: ____________________________
(Print Name)

Exhibit A:  Scope of Services
Exhibit B:  Maintenance Area Map
Exhibit C:  Forms
Exhibit D:  Pricing Schedule
EXHIBIT A:

SCOPE OF SERVICES
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1A) 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 and St. Augustine grass at a height of three and one half (3 1/2) to four (4) inches, and Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches. Reel type mowers are required for all Celebration Bermudagrass. Celebration Bermudagrass at the District has been maintained at heights 1” or lower since inception. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. To further minimize the spread of disease, all mowing equipment used at the District, but not exclusively at the District, shall be disinfected prior to being used on any turf within the District. The District requires mowers to be equipped with a mulching type deck. Clippings are never to be blown down curb inlets, pond water or plant beds of any type. They are to be blown back into turf areas ONLY. 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 and equipment shall be disinfected between healthy and unhealthy turf areas. 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 and 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.

1B) POND MOWING - All pond banks identified as such (green) on the overall Maintenance Area Map 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 and 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 AND 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 work is to be performed in accordance with ANSI A-300 and Z133.1 standards and associated Best Management Practices for Tree Pruning and safety as well as Hillsborough County and FDOT requirements. 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 four inch (4”) diameter and up to a fifteen foot (15’) height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences and 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 right-of-way’s (“ROW”), 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 District-maintained trees on an as-needed basis. All planted trees in the areas colored “green” on the Maintenance Area Map are District-maintained trees. There are planted trees along the edges of the Wetland Conservation Area along the back sides of the tennis courts. These must be included in the regular maintenance routine. During the dormant season, ALL Crape Myrtles (and other small, flowering and non-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, including the removal of old seed pods, 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 the current aesthetics of the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

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 be maintained at or below the required heights (typically twenty-four inch (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 Representative, 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. All sidewalks, and other pedestrian passages, shall be kept completely free of encroaching shrubbery, groundcover and ornamental grasses.

Palms: All work is to be performed in accordance with ANSI A-300 and Z133.1 standards and associated Best Management Practices for Tree Pruning and safety as well as Hillsborough County and FDOT requirements. 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 and 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 (requiring a minimum of two (2) sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary and 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 and 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- and 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 Agreement 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 or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced, repetitive dead patches behind the curb or sidewalk.

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) **DELAYS** - 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.

9) **STORM CLEANUP** – The Contractor shall not be responsible for cleaning after, or removing the debris as a result of damage caused by major flooding or hurricanes, as part of this Agreement, but otherwise shall be responsible for ordinary clean-up after storms (e.g., picking up palm fronds, leaves, debris, etc.) Contractor is asked to provide an hourly price with submittal of proposal in the event such services are required for damage caused by major flooding or hurricanes, or extraordinary clean-up activities.
**Reporting: Notice**

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas. 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.

Contractor shall attend the District’s Board of Supervisors meetings in-person from October 1, 2019, to April 1, 2020. Thereafter, Contractor shall attend the District’s Board of Supervisors meetings in-person upon request by the District.

Except in cases of emergency, Contractor shall provide forty-eight (48) hours advance notice to the District should it need to close any portion of the District’s amenities to perform its services hereunder.

The District requests, upon entering into the Agreement, an Emergency Preparedness Plan to be provided by the successful Contractor. Such plan should include, but not be limited to:

1. Prior to personnel being dispatched for cleanup purposes, an assessment of the property to ensure the property is safe and sanitary for work to be performed.
2. No personnel shall be allowed to work on site when maximum sustained winds exceed 39 mph.
3. Contractor agrees to coordinate with a Storm Emergency Preparedness Coordinator (SEPC) should one be designated by the District as well as a Regional Emergency Council/Group (“Council”) should one be designated by the District.
4. Contractor is expected to place the District in a priority position and the Contractor shall commit to having labor and equipment on site within twelve (12) hours of the storm passing to begin cleanup and restoration operations.
5. Contractor shall bring in additional equipment and labor, if needed, with the approval of the SEPC.
6. The Contractor shall submit a Labor and Equipment Rate Schedule annually for review and approval by the SEPC.
7. All preparedness action items shall be in addition to the Scope of Services identified in the Agreement and shall be provided by the Contractor at no additional cost.
8. It is expected that the Contractor will also monitor the weather for tropical storms, hurricanes, and other weather events that may create emergency conditions throughout the year.

The Contractor shall provide:

1. **Emergency Supplies**, which shall include, at minimum, necessary medical supplies, apparel, food and water, lighting, landscape maintenance equipment (large and small), tarps (5-10), nylon rope, scaffold and boards, generators and safety zone demarcations, etc.
2. **A 5 Day Action Plan**, which shall include, at minimum:
   a. An established communication with the SEPC
   b. Monitoring of storm’s progress
   c. Communication of conditions and plans with their company’s Safety Team as required
3. **A 3-Day Action Plan**, which shall include at minimum preparations to secure the jobsite:
   a. Continued Communication relating to storm conditions/position, etc.
   b. Meeting with SEPC to discuss the proposed action plan
c. Ensure all materials, tools, containers, motorized equipment, chemicals are securely stored indoors, and all loose plant material are stored as securely as possible.
d. Police the property for any objects that could become projectiles.
e. All tree and palm staking shall be re-checked to ensure they are securely fastened.
f. Top off all equipment with fuel. All equipment and all fuel cans should be filled to capacity.
g. Take photos of your site prior to storm to record landscape conditions.
h. Park trucks and other motorized equipment in an open area that will be easy to clear and near a major roadway, if possible, to easily access after storm.
i. All uninstalled landscape materials shall be secured in the best possible way.

4. **A 1-Day Plan**, which shall include, at minimum, communication regarding the eminence of a storm event and the review of site-specific protocols to be utilized by the SEPC and the Contractor including communication options should (cellular or wired) services be lost:
   a. Secure all small equipment in storage containers or secure building.
   b. All large, heavy equipment is parked surrounding smaller yard equipment to help form a perimeter barrier.
   c. Ensure first aid kits are fully stocked.
   d. Generators are placed in a point of easy access and topped off with gas as all other emergency equipment and gas cans should be in case there is a shortage of fuel.
   e. Take photos of secured jobsite.

5. **After the Storm**, which shall include, at minimum:
   a. Assessment of the property for safety.
   b. Organize manpower.
   c. Evaluate site conditions and determine earliest time for commencement of cleanup work.
   d. Return plant material to its original location and position as early as possible.
   e. Make passages clear.
   f. Photo-document any and all damage to landscape and hardscape.
   g. Assess all repairs within seven (7) days after the storm has passed with follow-up assessments sixty (60) days and six (6) months thereafter.

[END OF PART 1]
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 the District representative with submission of bids.

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.

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 THIRTY-SIX (36) HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO TWO (2) INCHES IN A TWENTY-FOUR (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 and Vero Beach. The District 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 the District.

All St. Augustine Sod:

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

**All Bahia Sod:**

March  A complete fertilizer based on soil tests + PreM for Bahia
April  Second application of PreM (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 District 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 and Groundcover Fertilization:**

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 a minimum 1 ½ pounds of 8N-0P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September and 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 six inches (6”) from the palm trunk.

[END OF PART 2]
PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control 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 responsible for the diagnosis and treatment of preventable afflictions. Although not a cure and without a 100% effectiveness guarantee, there is a preventative treatment for Lethal Bronzing and Lethal Yellowing; OTC injections. At the District’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 trunk of each multi-trunk Reclinata Palm shall receive an injection. 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 and labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District 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 in this manual), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide and chemical 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 Area Map. 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.

[END OF PART 3]
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 audit period has expired and under the assumption the repair/replacement proposal was approved by the Board of Supervisors, Contractor shall assume responsibility for any and all further maintenance costs not part of the initial audit proposal, 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 Representative(s) 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 Representative(s) 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 ensure 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, currently 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 unless pursuant to an ASO as provided in Section 7.c. of the Agreement. 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 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.

[END OF PART 4]
PART 5

INSTALLATION OF MULCH

After prior approval of a proposal by the Board of Supervisors or District Representatives, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds and 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” and 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 the District.

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 Annual Contract Amount. Mulch top-dressing shall be invoiced separately the month after service is rendered. Contractor’s price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) are provided in Exhibit D. The price per cubic yard provided in the Contractor’s Pricing Schedule 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.

[END OF PART 5]
PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval of a proposal by the Board of Supervisors or 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 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 the Agreement in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove and 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. All old potting mix shall be removed, and a new potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and shall be covered with an approximate 1” depth of Pine fines after annuals have been installed. Beds should be beveled at the edge of all concrete to help hold soil and Pine fines in. **All this shall be provided at no additional cost to the District.**

**This item will not be included in the Annual Contract Amount. Contractor’s price per 4” annual to be installed is provided in Exhibit D. This work shall be invoiced separately in the month after service is rendered.**

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

[END OF PART 6]

[END OF EXHIBIT A]
EXHIBIT C:

FORMS

(ADDITIONAL SERVICES ORDER)
(WEEKLY WORK JOURNAL)
HARBOR BAY CDD
ADDITIONAL SERVICES ORDER (ASO)

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

Date: MM/DD/YYYY
ASO #: 01

Contractor's Name: ______________________
Project Manager: ______________________ District Manager: Joe Roethke
Project Manager's Email: ______________ District Manager's Email: jroethke@rizzetta.com
Contractor's Address: ______________________ District Address: 9428 Camden Field Parkway
Riverview, Florida 33578
Contractor's Phone: ______________ District Phone: (813) 533 – 2950
Contractor's Facsimile: None District Facsimile: (813) 533 – 2922

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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 and Irrigation Maintenance Services Agreement

Effective Date: October 1, 2019
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.

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<tr>
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<th>CONTRACTOR:</th>
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<tr>
<td>By:</td>
<td>By:</td>
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<tr>
<td>Name:</td>
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<td>Title:</td>
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</table>
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 this week: ______________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

LOCATIONS: ____________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

ISSUES REQUIRING ATTENTION: _________________________________
(Please notify District Rep. if any) ______________________

________________________________________________________________________

________________________________________________________________________

END
EXHIBIT D:

PRICING SCHEDULE
Tab 6
RESOLUTION 2019-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT CAPITAL
IMPROVEMENT REVENUE BONDS, SERIES 2019A-1 AND THE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT CAPITAL
IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2019A-2;
RATIFYING, CONFIRMING AND APPROVING THE ACTIONS OF THE
CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY,
ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING
THE SALE AND CLOSING OF THE HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE
BONDS, SERIES 2019A-1 AND THE HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE
REFUNDING BONDS, SERIES 2019A-2; AND DETERMINING SUCH
ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION
GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is authorized to
construct, install, operate and/or maintain systems and facilities for certain basic infrastructure,
including, but not limited to, stormwater management, roadways, landscaping, open space and
recreation, subdivision infrastructure and other infrastructure projects and services necessitated
by the development of, and serving lands within, the District; and

WHEREAS, the District on August 23, 2019, executed a Bond Purchase Agreement
agreeing to the sale of its $18,200,000 Harbor Bay Community Development District
(Hillsborough County, Florida) Capital Improvement Revenue Bonds, Series 2019A-1 (the
“Series 2019A-1 Bonds”) and its $9,975,000 Harbor Bay Community Development District
(Hillsborough County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2019A-
2 (the “Series 2019A-2 Bonds,” together with the Series 2019A-1 Bonds, the “Series 2019
Bonds”), at the terms and conditions provided therein; and

WHEREAS, the District has previously considered and adopted a number of resolutions
relating to the issuance of the Series 2019 Bonds and the imposition of special assessments
securing the Series 2019 Bonds, including, but not limited to, Resolutions 1999-19, 2001-04;
2001-05; 2001-06; 2002-07; 2002-08; 2003-03; 2016-02; 2016-03; 2016-04; 2019-08 and 2019-
12; and
WHEREAS, the District, on August 30, 2019, closed on the sale of its Series 2019 Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2019 Bonds, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff, including the District Manager, District Methodology Consultant, District Engineer, and District Counsel, were required to execute and deliver various documents including, but not limited to: a Third Supplemental Trust Indenture; a Bond Purchase Agreement; a Preliminary Limited Offering Memorandum; a Limited Offering Memorandum; a Continuing Disclosure Agreement (the “Continuing Disclosure Agreements”); a Notice of Series 2019A-1 Assessments; a Notice of Series 2019A-2 Area One Assessments; a Notice of Series 2019A-2 Area Two Assessments; an Agreement between the District and Park Square Enterprises, LLC (the “Developer”) Regarding the True-Up and Payment of the Series 2019A-1 Assessments (“2019A-1 True-Up”); an Agreement between the District and the Developer Regarding the True-Up and Payment of the Series 2019A-2 Area Two Assessments (“2019A-2 Area Two Trust Up,” and together with the 2019A-1 True Up, the “True Up Agreements”); specimen(s) of the Series 2019 Bonds; various certificates of the District; an Order to Authenticate and Deliver the Series 2019 Bonds; a Certificate of the District Manager and Methodology Consultant to the District; a Certificate of the District Engineer; a Final Supplemental Special Assessment Allocation Report, Capital Improvement Revenue Bonds Series 2019A-1, Capital Improvement Revenue and Refunding Bonds Series 2019A-2, dated August 23, 2019; a Supplemental Engineer’s Report for the Series 2019 Project, dated July 30, 2019; an Escrow Deposit Agreement; opinions of counsel to the District; and Internal Revenue Service Form 8038-G (collectively, the “Closing Documents”); and

WHEREAS, the District finds that the sale, closing, and issuance of the Series 2019 Bonds was in the best interests of the District, and the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff in closing the issuance of the Series 2019 Bonds; and

WHEREAS, the District has incurred or will incur certain expenses in finalizing the sale, closing, and issuance of the Series 2019 Bonds, the costs of which are reflected in Exhibit A attached hereto (the “Costs of Issuance”); and

WHEREAS, the District finds the expenses incurred in finalizing the closing and issuance of the Series 2019 Bonds to be reasonable and in the best interests of the District, and the District desires to ratify payments made in relation to the closing and issuance of the Series 2019 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2019 Bonds and the adoption of resolutions relating to the Series 2019 Bonds under the terms and conditions set forth in the Bond Purchase Agreement serve a public purpose and are in the best interests of the District and are hereby ratified, approved, and confirmed.
SECTION 2.  The resolutions levying and imposing the special assessments securing the Series 2019 Bonds remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 3.  The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2019 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on August 30, 2019, are hereby ratified, approved, and confirmed in all respects. Copies of the Continuing Disclosure Agreement; specimen(s) of the Series 2019 Bonds; and the Bond Purchase Agreement are attached hereto as Composite Exhibit B. Said documents are specifically ratified, confirmed, and approved in all respects.

SECTION 4.  The Costs of Issuance listed in Exhibit A to this Resolution reflects reasonable costs that have been or will be incurred in finalizing the sale, closing, and issuance of the Series 2019 Bonds necessary for financing the installation and construction of District infrastructure. The costs reflected in Exhibit A are hereby ratified and approved.

SECTION 5.  The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution or any part of this Resolution not held to be invalid or unenforceable.

SECTION 6.  This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of September, 2019.

ATTEST:  

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT 

_____________________________  _______________________________ 
Secretary/Assistant Secretary   Paul Curley, Chairman 

Exhibit A:  Costs of Issuance 

Composite Exhibit B:  Continuing Disclosure Agreements; Specimen(s) of the Series 2019 Bonds; and Bond Purchase Agreement.
## Exhibit A

**Harbor Bay Community Development District**  
Costs of Issuance Series 2019 Bonds

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<th>Item</th>
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<td>Rizzetta &amp; Company, Inc.</td>
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<td>Hopping Green &amp; Sams, P.A.</td>
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<td>Nabors, Giblin &amp; Nickerson, P.A.</td>
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CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated August 30, 2019, is executed and delivered by the Harbor Bay Community Development District (the "Issuer"), Park Square Enterprises, LLC (the "Developer") and Rizzetta & Company, Inc., as Dissemination Agent (the "Dissemination Agent") in connection with the issuance by the Issuer of its $18,200,000 aggregate principal amount of Capital Improvement Revenue Bonds, Series 2019A-1 and its $9,975,000 aggregate principal amount of Capital Improvement Revenue Refunding Bonds, Series 2019A-2 (collectively, the "Series 2019A Bonds"). The Series 2019A Bonds are being issued pursuant to a Master Trust Indenture dated as of August 1, 2001 (the "Master Indenture") by and between the Issuer and U.S. Bank National Association (as successor in trust to SunTrust Bank), as trustee (the "Trustee"), as amended and supplemented from time to time, and as particularly supplemented by a Third Supplemental Trust Indenture by and between the District and the Trustee and dated as of August 1, 2019 (the "Third Supplemental Indenture," and, together with the Master Indenture, the "Indenture"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2019A Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Series 2019A Bonds pursuant to the Indenture.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2019A Bonds (including persons holding Series 2019A Bonds through nominees, depositories or other
intermediaries), or (b) is treated as the owner of any Series 2019A Bonds for federal income tax purposes.

"Business Day" means any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

"Developer" shall mean Park Square Enterprises, LLC.

"Developer Report" shall mean any Developer Report provided by the Developer, its successors or assigns, pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Development" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Dissemination Agent" shall mean, initially, Rizzetta & Company, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer and Trustee a written acceptance of such designation.

"District Manager" shall mean Rizzetta & Company, Inc., or a successor District Manager.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Issuer Disclosure Representative" shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Trustee and the Dissemination Agent from time to time.

"Limited Offering Memorandum" shall mean the final offering document relating to the Series 2019A Bonds.
"Listed Events" shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

"Obligated Person" shall mean any person, including the Issuer and the Developer, and its successors and assigns, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more of the Assessments) of the obligations on the Series 2019A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriter" shall mean the original underwriter of the Series 2019A Bonds required to comply with the Rule in connection with offering of the Series 2019A Bonds.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC’s website at "http://www.sec.gov/info/municipal/nrmsir.htm." As of the date hereof, the Repository recognized by the SEC for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "http://emma.msrb.org."

"State" shall mean the State of Florida.

3. **Provision of Annual Reports.**

   (a) The Issuer shall, or shall cause the Dissemination Agent to, by April 1 of the calendar year following the end of each Fiscal Year of the Issuer (the "Annual Filing Date"), beginning April 1, 2020 with respect to the Annual Report for the Fiscal Year ending September 30, 2019, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law (currently within nine (9) months of the end of the Issuer’s Fiscal Year), for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 7(a).

   (b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a) above. Upon such reminder, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section
3(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the anticipated date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(17) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer’s Annual Report.

(a) The Issuer’s Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the Fiscal Year the Annual Report represents:

(i) The amount of Assessments levied.

(ii) The amount of Assessments collected from property owners.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners with respect to Assessments billed and collected directly by the Issuer and with respect to Assessments collected by the County Tax Collector, unless such information is not available from the County Tax Collector.

(iv) The amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2019A Bonds. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information more frequently than annually and, in such case, shall provide such information within thirty (30) days of the written request of the Beneficial Owners.

(vi) The total amount of Series 2019A Bonds Outstanding.
(vii) The amount of principal and interest due on the Series 2019A Bonds.

(viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(ix) Any amendment or waiver of the provisions hereof as described in Section 12 hereof.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the audited financial statements referred to in subsection (viii) above, they do not have to be separately set forth.

(c) The Issuer represents and warrants that it will supply, in a timely fashion, any information available to the Issuer and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent’s duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository’s website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.


(a) The Developer shall, or shall cause the Dissemination Agent to, for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year (each a "Quarterly Filing Date"), beginning February 1, 2020, with respect to the Developer Report for the quarter ending December 31, 2019, provide to any Repository in electronic format as prescribed by such Repository a Developer Report which is consistent with the requirements of Section 6(b) of this Disclosure Agreement.
(b) If on the fifteenth (15th) day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Developer Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Developer in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Developer Report pursuant to this Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Developer Report in accordance with Section 5(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Developer Report within the time required under this Disclosure Agreement and state the anticipated date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Developer Report that contains the information in Section 6(b) of this Disclosure Agreement by 12:00 noon on the first Business Day following each Quarterly Filing Date, a Listed Event described in Section 7(a)(17) shall have occurred and the Issuer and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the Issuer. The Dissemination Agent shall file such notice no later than ten (10) days following the applicable Quarterly Filing Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the Issuer stating that the Developer Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.


(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall file, or cause to be filed by the Dissemination Agent, a Developer Report no later than each Quarterly Filing Date. At such time as the Developer is no longer an Obligated Person, Developer will no longer be obligated to prepare any quarterly Developer Report pursuant to this Disclosure Agreement; provided, however, if the Developer was an Obligated Person at any time during a quarter, the Developer shall report for the remainder of that quarter indicating in such report the date that the Developer ceased being an Obligated Person.

(b) Each quarterly Developer Report shall contain the following information for the quarter the Developer Report represents:

(i) The number of assessable units owned by the Developer and planned on property subject to the Assessments;
(ii) The number of assessable units owned by the Developer and closed with retail end users;

(iii) The number of assessable units owned by the Developer and under contract with retail end users;

(iv) The number of lots owned by the Developer and under contract with builders, together with the name of each builder, if applicable;

(v) The number of lots owned by the Developer and closed with builders, together with the name of each builder, if applicable;

(vi) The estimated date of complete build-out of assessable units owned by the Developer;

(vii) Whether the Developer has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;

(viii) Materially adverse changes or determinations to permits/approvals/entitlements for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(ix) Updated plan of finance (i.e., change in status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and

(x) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repository or the SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the Issuer and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term "Developer" shall be deemed to
include the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from its obligations hereunder.

7. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2019A Bonds and the Developer shall give, or cause to be given, notice of the occurrence of numbers 10, 12, 13, 16, and 17 of the following events as they pertain to the Developer (and the Issuer shall not be responsible therefor), to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2019A Bonds, or other material events affecting the tax status of the Series 2019A Bonds;
7. modifications to rights of the holders of the Series 2019A Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2019A Bonds, if material (sale of individual lots by Developer, builders,
or homeowners to end users shall not be material for purposes of this Disclosure Agreement);

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a financial obligation (as defined by the Rule) of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect holders of the Series 2019A Bonds, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Obligated Person, any of which reflect financial difficulties.

17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof or of the Developer to meet the requirements of Section 5 hereof.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but shall not be limited to:

(a) the category of information being provided;

(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the Issuer;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

9. **Termination of Disclosure Agreement.** The Issuer’s obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2019A Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. The Developer’s obligations shall terminate at such time as the Developer is no longer an Obligated Person.

10. **Dissemination Agent.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Rizzetta & Company, Inc. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent may terminate its role as Dissemination Agent upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate its agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

11. **Dissemination Agent Disclaimer.** Rizzetta & Company, Inc, does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.

12. **Amendment.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2019A Bonds, after
taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer shall describe such amendment in its next Annual Report or Developer Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding anything to the contrary herein requiring consent of the Developer, the Issuer may amend this Disclosure Agreement without the consent of the Developer with respect to any provision hereof that does not affect the Developer.

13. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Developer Report or notice of occurrence of Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or Developer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Developer Report or notice of occurrence of a Listed Event.

14. Default. In the event of a failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or
the Owners of more than 50% aggregate principal amount of Outstanding Series 2019A Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2019A Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

15. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

16. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2019A Bonds, and shall create no rights in any other person or entity.

17. **Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

18. **Governing Law.** This Disclosure Agreement shall be governed by the laws of the State of Florida and federal law.

19. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and directs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports that are in the possession of and readily available to the Trustee that the Dissemination Agent requests that the Issuer has a right to request from the Trustee (inclusive of balances, payments, etc.).

[End of document – signatures to follow]
IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

CONSENTED TO AND AGREED TO BY:

RIZZETTA & COMPANY, INC., and its successors and assigns, as Issuer Disclosure Representative

By: ____________________________
Name: William J. Rizzetta
Title: President

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, as Issuer

By: ____________________________
Name: [Signature]
Title: Vice Chair, Board of Supervisors

JOINED BY U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR PURPOSES OF SECTIONS 14, 16 AND 19 ONLY

By: ____________________________
Name: Leanne M. Duffy
Title: Vice President

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company

By: ____________________________
Name: Scott Johnston
Title: Vice-President Land Development & Acquisition

RIZZETTA & COMPANY, INC., as Dissemination Agent

By: ____________________________
Name: William J. Rizzetta
Title: President

[Signature page to Continuing Disclosure Agreement]  
S-1
EXHIBIT A

NOTICE TO REPOSITORIES
OF FAILURE TO FILE [ANNUAL] [DEVELOPER] REPORT

Name of Issuer: Harbor Bay Community Development District

Name of Bond Issue: $18,200,000 Capital Improvement Revenue Bonds, Series 2019A-1
$9,975,000 Capital Improvement Revenue Refunding Bonds, Series 2019A-2

Date of Issuance: August 30, 2019

Obligated Persons: Harbor Bay Community Development District
Park Square Enterprises, LLC

CUSIPS:

NOTICE IS HEREBY GIVEN that the [Issuer] [Developer] has not provided an [Annual Report] [Developer Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated August 30, 2019, among the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer] [Developer] has advised the undersigned that it anticipates that the [Annual Report] [Developer Report] will be filed by ______________, 20____.

Dated: _________________ ________________, Dissemination Agent

cc: [Issuer] [Developer]
United States of America  
State of Florida  
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BOND,  
SERIES 2019A-1

<table>
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<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
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</thead>
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<td>May 1, 2024</td>
<td>August 30, 2019</td>
<td>411466 AD7</td>
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Registered Owner: CEDE & CO.

Principal Amount: ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above.

Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
United States of America
State of Florida
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND,
SERIES 2019A-1

Interest Rate  Maturity Date  Dated Date  CUSIP
3.300%  May 1, 2029  August 30, 2019  411466 AE5

Registered Owner:  CEDE & CO.
Principal Amount:  TWO MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
United States of America  
State of Florida  
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BOND,  
SERIES 2019A-1

Interest Rate: 3.875%  
Maturity Date: May 1, 2039  
Dated Date: August 30, 2019  
CUSIP: 411466 AF2

Registered Owner: CEDE & CO.

Principal Amount: SIX MILLION FORTY-FIVE THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
United States of America
State of Florida
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND,
SERIES 2019A-1

Interest Rate  Maturity Date  Dated Date  CUSIP
4.100%        May 1, 2048  August 30, 2019  411466 AG0

Registered Owner: CEDE & CO.

Principal Amount: SEVEN MILLION NINE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"); provided, however, that no presentment shall be required during the period this Series 2019A Bond shall be registered in the name of Cede & Co., as nominee of DTC. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than $1,000,000 in aggregate principal amount of the Series 2019A Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Harbor Bay Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2019A" in the aggregate principal amount of $28,175,000 (the "Series 2019A Bonds"), as further designated "Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2019A-1" (the "Series 2019A-1 Bonds") in the initial aggregate principal amount of $18,200,000 and "Harbor Bay Community Development District Capital Improvement Revenue Refunding Bonds, Series 2019A-2" (the "Series 2019A-2 Bonds") in the initial aggregate principal amount of $9,975,000, consisting of one or more Series 2019A-2 Term Bonds (Area One) in the aggregate principal amount of $2,200,000 (the "Series 2019A-2 Area One Term Bonds") and Series 2019A-2 Term Bonds (Area Two) in the aggregate principal amount of $7,775,000 (the "Series 2019A-2 Area Two Term Bonds") (the Series 2019A Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, the "Bonds"), under a Master Trust Indenture, dated as of August 1, 2001 (the "Master Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), as amended and supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2019 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), as amended and supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2019 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2019A Bonds are issued, together with other funds of the District, to: (i) finance the Cost of acquiring, constructing and equipping the Series 2019 Project; (ii) currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2001A and Capital Improvement Revenue Bonds, Series 2002; (iii) pay certain costs associated with the issuance of the Series 2019A Bonds; (iv) pay a portion of the interest first coming due on the Series 2019A Bonds; and (v) make a deposit into the Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH
IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2019A PLEDGED REVENUES AND THE SERIES 2019A PLEDGED FUNDS PLEDGED TO THE SERIES 2019A BONDS.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2019A Bonds are equally and ratably secured by the Series 2019A Trust Estate, without preference or priority of one Series 2019A Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds which pledge the Series 2019A Trust Estate on parity with the lien thereof of the Series 2019A Bonds without the prior written consent of the Majority Owners.

The Series 2019A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2019A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of Authorized Denominations in excess of $100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for
an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2019A-1 Bonds may at the option of the District be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029, at the Redemption Price of the principal amount of the Series 2019A-1 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

The Series 2019A-1 Bonds maturing on May 1, 2024 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$365,000</td>
</tr>
<tr>
<td>2021</td>
<td>375,000</td>
</tr>
<tr>
<td>2022</td>
<td>390,000</td>
</tr>
</tbody>
</table>

*Final Maturity

The Series 2019A-1 Bonds maturing on May 1, 2029 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>$400,000</td>
</tr>
<tr>
<td>2024*</td>
<td>415,000</td>
</tr>
</tbody>
</table>

The Series 2019A-1 Bonds maturing on May 1, 2039 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>$425,000</td>
</tr>
<tr>
<td>2026</td>
<td>440,000</td>
</tr>
<tr>
<td>2027</td>
<td>455,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2028</td>
<td></td>
</tr>
<tr>
<td>2029*</td>
<td>485,000</td>
</tr>
</tbody>
</table>

*Final Maturity
<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2030</td>
<td>$505,000</td>
</tr>
<tr>
<td>2031</td>
<td>525,000</td>
</tr>
<tr>
<td>2032</td>
<td>545,000</td>
</tr>
<tr>
<td>2033</td>
<td>565,000</td>
</tr>
<tr>
<td>2034</td>
<td>590,000</td>
</tr>
<tr>
<td>2035</td>
<td>$615,000</td>
</tr>
<tr>
<td>2036</td>
<td>635,000</td>
</tr>
<tr>
<td>2037</td>
<td>660,000</td>
</tr>
<tr>
<td>2038</td>
<td>690,000</td>
</tr>
<tr>
<td>2039*</td>
<td>715,000</td>
</tr>
</tbody>
</table>

*Final Maturity

The Series 2019A-1 Bonds maturing on May 1, 2048 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2040</td>
<td>$745,000</td>
</tr>
<tr>
<td>2041</td>
<td>775,000</td>
</tr>
<tr>
<td>2042</td>
<td>810,000</td>
</tr>
<tr>
<td>2043</td>
<td>840,000</td>
</tr>
<tr>
<td>2044</td>
<td>875,000</td>
</tr>
<tr>
<td>2045</td>
<td>$ 915,000</td>
</tr>
<tr>
<td>2046</td>
<td>950,000</td>
</tr>
<tr>
<td>2047</td>
<td>990,000</td>
</tr>
<tr>
<td>2048*</td>
<td>1,035,000</td>
</tr>
</tbody>
</table>

*Final Maturity

As more particularly set forth in the Indenture, any Series 2019A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2019A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2019A-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2019A-1 Bonds, as set forth in the Supplemental Indenture.

The Series 2019A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2019 Project, by application of moneys transferred from the Series 2019A-1 Acquisition and Construction Account and any Subaccount therein to the Series 2019A-1 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2019A-1 Prepayment Principal, deposited or transferred into the Series 2019A-1 Prepayment Subaccount as provided for in the Indenture; or
(c) from amounts transferred to the Series 2019A-1 Prepayment Subaccount resulting from a reduction in the Series 2019A Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2019A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2019A Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2019A Bonds of a Series shall be called for redemption, the particular Series 2019A Bonds or portions of Series 2019A Bonds of a Series to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2019A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2019A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2019A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2019A Bonds or such portions thereof on such date, interest on such Series 2019A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2019A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2019A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2019A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.
Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2019A Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2019A Bonds as to the Series 2019A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, Harbor Bay Community Development District has caused this Bond to bear the signature of the Vice Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Board of Supervisors.

Attest:  

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

[Official Seal]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as successor in trust to SunTrust Bank, as Trustee

Date of Authentication:  
August 30, 2019

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Hillsborough County, Florida on May 11, 2017.

Vice Chairman, Board of Supervisors, Harbor Bay Community Development District
ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - ________ Custodian ________ under Uniform Transfer to Minors Act ________ (Cust.) ________ (State) ________ (Minor)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ________________ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ________________, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.
United States of America
State of Florida
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,
SERIES 2019A-2, TERM BOND (AREA ONE)

Interest Rate Maturity Date Dated Date CUSIP
3.100% May 1, 2024 August 30, 2019 411466 AH8

Registered Owner: CEDE & CO.

Principal Amount: SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,
SERIES 2019A-2, TERM BOND (AREA ONE)

Interest Rate: 3.300%
Maturity Date: May 1, 2029
Dated Date: August 30, 2019
CUSIP: 411466 AJ4

Registered Owner: CEDE & CO.
Principal Amount: SEVEN HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal amount has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
United States of America  
State of Florida  
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,  
SERIES 2019A-2, TERM BOND (AREA ONE)  

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.700%</td>
<td>May 1, 2033</td>
<td>August 30, 2019</td>
<td>411466 AK1</td>
</tr>
</tbody>
</table>

Registered Owner:  
CEDE & CO.

Principal Amount:  
SEVEN HUNDRED FORTY THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
United States of America  
State of Florida  
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
capital improvement revenue refunding bond,  
series 2019A-2, term bond (area two)  

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.100%</td>
<td>May 1, 2024</td>
<td>August 30, 2019</td>
<td>411466 AL9</td>
</tr>
</tbody>
</table>

Registered Owner: CEDE & CO.

Principal Amount: TWO MILLION ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
No. 2019A-2R-5 $2,550,000

United States of America
State of Florida
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,
SERIES 2019A-2, TERM BOND (AREA TWO)

Interest Rate  Maturity Date  Dated Date  CUSIP
3.300%  May 1, 2029  August 30, 2019  411466 AM7

Registered Owner:  CEDE & CO.

Principal Amount:  TWO MILLION FIVE HUNDRED FIFTY THOUSAND
AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community
development district duly established and existing pursuant to Chapter 190, Florida
Statutes, as amended (the "District"), for value received, hereby promises to pay (but only
out of the sources hereinafter mentioned) to the registered Owner set forth above, or
registered assigns, on the maturity date shown hereon, unless this Bond shall have been
called for redemption in whole or in part and payment of the Redemption Price (as defined
in the Indenture hereinafter mentioned) shall have been duly made or provided for, the
principal amount shown above and to pay (but only out of the sources hereinafter
mentioned) interest on the outstanding principal amount hereof from the most recent
Interest Payment Date to which interest has been paid or provided for, or, if no interest has
been paid, from the Dated Date shown above on May 1 and November 1 of each year (each,
an "Interest Payment Date"), commencing on November 1, 2019, until payment of said
principal sum has been made or provided for, at the rate per annum set forth above.
Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as
defined in the Indenture hereinafter mentioned), then all amounts due on such Interest
Payment Date shall be payable on the first Business Day succeeding such Interest Payment
Date, but shall be deemed paid on such Interest Payment Date. The interest so payable,
and punctually paid or duly provided for, on any Interest Payment Date will, as provided in
the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of
business on the regular Record Date for such interest, which shall be the fifteenth (15th)
day of the calendar month next preceding such Interest Payment Date or, if such day is not a
Business Day, on the Business Day immediately preceding such day; provided, however,
that on or after the occurrence and continuance of an Event of Default under clause (a) of
Section 902 of the Master Indenture (hereinafter defined), the payment of interest and
principal or Redemption Price or Amortization Installments shall be made by the Paying
Agent (hereinafter defined) to such person who, on a special record date which is fixed by
the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior
to the date of such proposed payment, appears on the registration books of the Bond
Registrar as the registered Owner of this Bond. The Trustee will cause notice of the
proposed payment of such defaulted interest and the special record date therefor to be
mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to
such mailing, at his address as it appears on the registration books of the Bond Registrar
not less than ten (10) days prior to such special record date. Any payment of principal,
United States of America  
State of Florida  
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,  
SERIES 2019A-2, TERM BOND (AREA TWO)

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Dated Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.750%</td>
<td>May 1, 2034</td>
<td>August 30, 2019</td>
<td>411466 AN5</td>
</tr>
</tbody>
</table>

Registered Owner: CEDE & CO.

Principal Amount: THREE MILLION FORTY-FIVE THOUSAND AND NO/100 DOLLARS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears on the registration books of the Bond Registrar not less than ten (10) days prior to such special record date. Any payment of principal,
Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"); provided, however, that no presentment shall be required during the period this Series 2019A Bond shall be registered in the name of Cede & Co., as nominee of DTC. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than $1,000,000 in aggregate principal amount of the Series 2019A Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Harbor Bay Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2019A" in the aggregate principal amount of $28,175,000 (the "Series 2019A Bonds"), as further designated "Harbor Bay Community Development District Capital Improvement Revenue Bonds, Series 2019A-1" (the "Series 2019A-1 Bonds") in the initial aggregate principal amount of $18,200,000 and "Harbor Bay Community Development District Capital Improvement Revenue Refunding Bonds, Series 2019A-2" (the "Series 2019A-2 Bonds") in the initial aggregate principal amount of $9,975,000, consisting of one or more Series 2019A-2 Term Bonds (Area One) in the aggregate principal amount of $2,200,000 (the "Series 2019A-2 Area One Term Bonds") and Series 2019A-2 Term Bonds (Area Two) in the aggregate principal amount of $7,775,000 (the "Series 2019A-2 Area Two Term Bonds") (the Series 2019A Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, the "Bonds"), under a Master Trust Indenture, dated as of August 1, 2001 (the "Master Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), as amended and supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2019 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2019A Bonds are issued, together with other funds of the District, to: (i) finance the Cost of acquiring, constructing and equipping the Series 2019 Project; (ii) currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2001A and Capital Improvement Revenue Bonds, Series 2002; (iii) pay certain costs associated with the issuance of the Series 2019A Bonds; (iv) pay a portion of the interest first coming due on the Series 2019A Bonds; and (v) make a deposit into the Series 2019A Reserve Account to be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH
IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2019A PLEDGED REVENUES AND THE SERIES 2019A PLEDGED FUNDS PLEDGED TO THE SERIES 2019A BONDS.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2019A Bonds are equally and ratably secured by the Series 2019A Trust Estate, without preference or priority of one Series 2019A Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds which pledge the Series 2019A Trust Estate on parity with the lien thereof of the Series 2019A Bonds without the prior written consent of the Majority Owners.

The Series 2019A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2019A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of $100,000 or integral multiples of Authorized Denominations in excess of $100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for
an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2019A-2 Bonds may at the option of the District be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2029, at the Redemption Price of the principal amount of the Series 2019A-2 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

The Series 2019A-2 Area One Term Bonds maturing on May 1, 2024 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$125,000</td>
</tr>
<tr>
<td>2021</td>
<td>130,000</td>
</tr>
<tr>
<td>2022</td>
<td>135,000</td>
</tr>
</tbody>
</table>

*Final Maturity

The Series 2019A-2 Area One Term Bonds maturing on May 1, 2029 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>$140,000</td>
</tr>
<tr>
<td>2024*</td>
<td>145,000</td>
</tr>
</tbody>
</table>

*Final Maturity

The Series 2019A-2 Area One Term Bonds maturing on May 1, 2033 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>$145,000</td>
</tr>
<tr>
<td>2026</td>
<td>150,000</td>
</tr>
<tr>
<td>2027</td>
<td>155,000</td>
</tr>
<tr>
<td>2028</td>
<td></td>
</tr>
<tr>
<td>2029*</td>
<td>170,000</td>
</tr>
</tbody>
</table>

*Final Maturity
The Series 2019A-2 Area Two Term Bonds maturing on May 1, 2024 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$410,000</td>
</tr>
<tr>
<td>2021</td>
<td>420,000</td>
</tr>
<tr>
<td>2022</td>
<td>435,000</td>
</tr>
</tbody>
</table>

*Final Maturity

The Series 2019A-2 Area Two Term Bonds maturing on May 1, 2029 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<table>
<thead>
<tr>
<th>Year (May 1)</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>$475,000</td>
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<tr>
<td>2026</td>
<td>495,000</td>
</tr>
<tr>
<td>2027</td>
<td>510,000</td>
</tr>
</tbody>
</table>

*Final Maturity

The Series 2019A-2 Area Two Term Bonds maturing on May 1, 2034 are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:
As more particularly set forth in the Indenture, any Series 2019A-2 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2019A-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2019A-2 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2019A-2 Bonds, as set forth in the Supplemental Indenture.

The Series 2019A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) with respect to the Series 2019A-2 Area One Term Bonds, from amounts, including Series 2019A-2 Area One Prepayment Principal, deposited or transferred into the Series 2019A-2 Area One Prepayment Subaccount, as provided for in the Indenture; or

(b) with respect to the Series 2019A-2 Area One Term Bonds, from amounts transferred to the Series 2019A-2 Area One Prepayment Subaccount resulting from a reduction in the Series 2019A Reserve Account Requirement as provided for in the Indenture; or

(c) with respect to the Series 2019A-2 Area Two Term Bonds, from amounts, including Series 2019A-2 Area Two Prepayment Principal, deposited or transferred into the Series 2019A-2 Area Two Prepayment Subaccount, as provided for in the Indenture; or

(d) with respect to the Series 2019A-2 Area Two Term Bonds, from amounts transferred to the Series 2019A-2 Area Two Prepayment Subaccount resulting from a reduction in the Series 2019A Reserve Account Requirement as provided for in the Indenture; or

(e) on the date on which the amount on deposit in the Series 2019A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2019A Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2019A Bonds of a Series shall be called for redemption, the particular Series 2019A Bonds or portions of Series 2019A Bonds of a Series to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.
Notice of each redemption of Series 2019A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2019A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2019A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2019A Bonds or such portions thereof on such date, interest on such Series 2019A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2019A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2019A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2019A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.
If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2019A Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2019A Bonds as to the Series 2019A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, Harbor Bay Community Development District has caused this Bond to bear the signature of the Vice Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Board of Supervisors.

Attest: 

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

______________________________  ______________________________
Assistant Secretary               Vice Chairman, Board of Supervisors

[Official Seal]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as successor in trust to SunTrust Bank, as Trustee

______________________________  ______________________________
Date of Authentication:     By: Vice President
August 30, 2019

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which refunds Bonds which were validated by judgment of the Circuit Court for Hillsborough County, Florida on March 21, 2000.

______________________________
Vice Chairman, Board of Supervisors, Harbor Bay Community Development District
ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - __________ Custodian __________ under Uniform Transfer to Minors Act __________ (Cust.) __________ (Minor) (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto __________ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints __________, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.
As requested by Harbor Bay CDD, Cardno has prepared the following memo detailing our inspection and maintenance recommendations for the seawalls throughout the Mirabay community.

For the purposes of this memo, the seawalls have been divided into two main categories referred to as “Original Seawalls” for the original vinyl sheet pile walls and “Retrofit Seawalls” for the repaired FRP sheet pile walls. The maintenance and inspection process provided below includes both categories throughout the community with an approximate total length of 32,000 linear feet.

Original Seawalls

For the “Original Seawall” category, an inspection is recommended every six months to evaluate the overall conditions and to measure cap rotations. The seawall at each lot should be inspected in detail utilizing hands-on and visual methods. The basic elements of inspection should include the vinyl sheet pile, weep holes, concrete cap, and backfill settlement. Photographs and measurements of deficiencies should be taken as necessary to document issues.

Based on the issues observed during the inspection, maintenance should be recommended as necessary to address the individual issues. This maintenance may include filling voids behind the wall or installing new weep holes. There are no standard maintenance activities that need occur outside of addressing specific issues as they occur.

Retrofit Seawalls

For the “Retrofit Seawall” category, an inspection is recommended once every two years to evaluate the overall conditions and performance. The seawall at each lot should be inspected in detail utilizing hands-on methods and visual methods. The basic elements of inspection should include the FRP sheet pile, weep holes, drain holes, concrete cap, backfill settlement, and canal depth measurements. Photographs and measurements of deficiencies should be taken as necessary to document issues.

In addition to descriptive notes and deficiency measurements, the seawall at each lot should be individually rated with a condition state assessment. The condition states should be
based on the following table derived from the FDOT Bridge Management System Coding Guide. Condition States range from 0 “Failed” to 9 “Excellent”.

<table>
<thead>
<tr>
<th>CONDITION STATE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Excellent</td>
<td>No Deficiencies.</td>
</tr>
<tr>
<td>8 Very Good</td>
<td>No noticeable or noteworthy deficiencies which affect the condition of the seawall. Insignificant or cosmetic wear may be present.</td>
</tr>
<tr>
<td>7 Good</td>
<td>Shrinkage cracks, light scaling, and insignificant/cosmetic spalling which does not expose reinforcing steel. Insignificant damage caused by drift with no misalignment and not requiring corrective action. Some minor scouring. Occasional drain hole blockage.</td>
</tr>
<tr>
<td>6 Satisfactory</td>
<td>Surface deterioration, minor chloride contamination, cracking with some leaching, or minor spalls on concrete. Local minor scouring. Drain hole blockages are common.</td>
</tr>
<tr>
<td>5 Fair</td>
<td>Moderate to major deterioration or disintegration, extensive cracking and leaching, or spalls on concrete. Minor settlement or misalignment. Noticeable scouring or erosion. Consistent drain hole blockages.</td>
</tr>
<tr>
<td>4 Poor</td>
<td>Large spalls, heavy scaling, wide cracks, considerable efflorescence, or opened joint permitting loss of backfill. Considerable settlement or misalignment. Considerable scouring or erosion. Isolated minor sheet pile seam separation.</td>
</tr>
<tr>
<td>3 Serious</td>
<td>Any condition described in Code 4 but which is excessive in scope. Severe movement or differential settlement with loss of fill. Significant sheet pile seam separation. Severe scour or erosion. Horizontal cracks in sheet piles. Closure of area should be evaluated.</td>
</tr>
<tr>
<td>2 Critical</td>
<td>Wall near collapsing, severe settlement due to loss of fill. Section of wall may have failed and can no longer support embankment. Undermining at walls. Emergency corrective action may be required. Close area.</td>
</tr>
<tr>
<td>1 “Imminent” Failure</td>
<td>Significant lengths of wall near or partially collapsing compromising public safety. Emergency corrective action required. Close Area.</td>
</tr>
<tr>
<td>0 Failed</td>
<td>Significant lengths of wall fully collapsed compromising safety of public. Emergency action required. Close Area.</td>
</tr>
</tbody>
</table>

Based on the issues observed during the inspection, maintenance should be recommended as necessary to address the individual issues. This maintenance may include cleaning drain holes or filling depressions behind the wall. There are no standard maintenance activities that need occur outside of addressing specific issues as they occur.
<table>
<thead>
<tr>
<th>Estimated Dates</th>
<th>Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thurs., Jul. 11, 2019</td>
<td>District and Florida Structural Group (FSG) execute contract</td>
</tr>
<tr>
<td>Thurs., Jul. 18, 2019</td>
<td>District passes Resolution 2019-08 (Delegated Award Resolution)</td>
</tr>
<tr>
<td>Aug. 30, 2019</td>
<td>District closes on revenue bonds</td>
</tr>
<tr>
<td>Wed., Sept. 18, 2019</td>
<td>FSG obtains payment and performance bonds</td>
</tr>
<tr>
<td>Fri., Sept. 20, 2019</td>
<td>FSG records notice of commencement with payment and performance bonds and provides certified copies of same to the District</td>
</tr>
<tr>
<td>Mon., Sept. 23, 2019</td>
<td>District issues Notice to Proceed and pays $595,650 deposit to FSG</td>
</tr>
<tr>
<td>Thurs., Oct. 3, 2019</td>
<td>Per Contract, FSG submits a schedule of design and construction activities to the District</td>
</tr>
</tbody>
</table>
| Thurs., Oct. 17, 2019  | Per Contract, FSG submits all of the following to District Engineer for approval no later than this date (14 days) before beginning construction:  
  - Final design plans  
  - Final design calculations  
  - Final construction quality control plan  
  - Unit pricing schedule |
<p>| Thurs., Oct. 17, 2019  | FSG provides District negotiated but unsigned purchase order agreement for CMI sheet pile, which District executes to direct purchase CMI sheet pile with an anticipated delivery date that is no later than December 2, 2019 (4-6 weeks after order is placed) |</p>
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct. 23, 2019</td>
<td>FSG provides the District an updated Certificate of Insurance no later than this date, which confirms that FSG has satisfied insurance requirements</td>
</tr>
<tr>
<td>Mon., Dec. 2, 2019</td>
<td>CMI sheet pile is delivered to site no later than this date</td>
</tr>
<tr>
<td>Mon, Dec. 2, 2019</td>
<td>FSG mobilizes equipment and material and begins construction</td>
</tr>
<tr>
<td>Jul. 2020</td>
<td>FSG completes approximately half of seawall project</td>
</tr>
<tr>
<td>Fri., Apr. 23, 2021</td>
<td>FSG meets substantial completion date for seawall project (19 months after District issues Notice to Proceed and pays $595,650 deposit to the District) and submits a statement of compliance signed and sealed by the Design-Build Engineer</td>
</tr>
<tr>
<td>Sun., May 23, 2021</td>
<td>FSG meets final completion date for seawall project</td>
</tr>
<tr>
<td>May 2021</td>
<td>All of the following occur prior to final payment:</td>
</tr>
<tr>
<td></td>
<td>• FSG to provide the District with as-built plans signed and sealed by the Design-Build Engineer</td>
</tr>
<tr>
<td></td>
<td>• FSG to provide recommended inspection/maintenance plan</td>
</tr>
<tr>
<td></td>
<td>• FSG to identify all requirements specified by any warranties</td>
</tr>
<tr>
<td>Estimated Dates</td>
<td>Milestone</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Thurs., Jul. 11, 2019</td>
<td>District and Florida Structural Group (FSG) execute contract</td>
</tr>
<tr>
<td>Thurs., Jul. 18, 2019</td>
<td>District passes Resolution 2019-08 (Delegated Award Resolution)</td>
</tr>
<tr>
<td>Jul. 2019</td>
<td>District staff to request information from FSG regarding their sheet pile supplier in order to initiate credit application, as necessary, for sheet-pile direct purchase</td>
</tr>
<tr>
<td>Aug. 30, 2019</td>
<td>District closes on revenue bonds are marketed and sold on District’s behalf (pre-closing is scheduled for Aug. 27, and closing is scheduled for Aug. 30)</td>
</tr>
<tr>
<td>Wed., Sept. 18, 2019</td>
<td>FSG obtains payment and performance bonds</td>
</tr>
<tr>
<td>Fri., Sept. 20, 2019</td>
<td>FSG records notice of commencement with payment and performance bonds and provides certified copies of same to the District</td>
</tr>
<tr>
<td>Mon., Sept. 23, 2019</td>
<td>District issues Notice to Proceed and pays $595,650 deposit to FSG</td>
</tr>
<tr>
<td>Tues., Sept. 3, 2019</td>
<td>FSG provides District negotiated but unsigned purchase order agreement for CMI sheet pile, which District executes to direct purchase CMI sheet pile with an anticipated delivery date that is no later than October 3, 2019</td>
</tr>
<tr>
<td>Mon., Sept. 9, 2019</td>
<td>Per Contract, FSG submits a schedule of design and construction activities to the District (no later than 10 days after Notice to Proceed)</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Thurs., Oct. 17, 2019      | Per Contract, FSG submits all of the following to District Engineer for approval no later than this date (14 days) before beginning construction:  
  - Final design plans  
  - Final design calculations  
  - Final construction quality control plan  
  - Unit pricing schedule                                                                                                                                                                                                                                                  |
| Thurs., Sept. 19, 2019     | FSG provides District negotiated but unsigned purchase order agreement for CMI sheet pile, which District executes to direct purchase CMI sheet pile with an anticipated delivery date that is no later than December 2, 2019 (4-6 weeks after order is placed)                                                                                     |
| Oct. 23, 2019              | FSG provides the District an updated Certificate of Insurance no later than this date, which confirms that FSG has satisfied insurance requirements                                                                                                                                 |
| Mon., Dec. 2, 2019         | All of the following occur on or before this date:  
  - CMI sheet pile is delivered to site no later than this date  
  - FSG provides the District certified copies of the recorded payment and performance bonds  
  - FSG provides the District an updated Certificate of Insurance confirming that it has satisfied insurance requirements                                                                                                                                 |
<p>| Thurs., Oct. 3, 2019       | FSG mobilizes equipment and material and begins construction                                                                                                                                                                                                                   |
| Fri., Oct. 4, 2019         | FSG completes approximately half of seawall project                                                                                                                                                                                                                        |
| Jul. 2020                  |                                                                                                                                                                                                                                                                               |
| Fri., Apr. 23, 2021        | FSG meets substantial completion date for seawall project (19 months after District issues Notice to Proceed and pays $595,650 deposit to the District) and submits a statement of compliance signed and sealed by the Design-Build Engineer                                                                                                                                 |
| Fri., Apr. 2, 2021         |                                                                                                                                                                                                                                                                               |
| Sun., May 23, 2021         | FSG meets final completion date for seawall project                                                                                                                                                                                                                         |
| Mon., May 3, 2021          |                                                                                                                                                                                                                                                                               |</p>
<table>
<thead>
<tr>
<th>May 2021</th>
<th>All of the following occur prior to final payment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• FSG to provide the District with as-built plans signed and sealed by the Design-Build Engineer</td>
</tr>
<tr>
<td></td>
<td>• FSG to provide recommended inspection/maintenance plan</td>
</tr>
<tr>
<td></td>
<td>• FSG to identify all requirements specified by any warranties</td>
</tr>
</tbody>
</table>
Tab 8
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 received signed settlement agreement from resident 1/18/18 - BOS directed staff to rescind settlement agreement 1/28/19 - re-sent rescind letter to resident 7/19/19 - received letter from resident’s attorney</td>
<td>N/A</td>
<td>Upland Counsel - coordinating additional review of the property</td>
</tr>
<tr>
<td>McKelligott</td>
<td>433 Mirabay Blvd.</td>
<td>$15,955.00</td>
<td>Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent intake form and protocol to the resident 1/28/18 - received intake form from resident, need insurance 2/19/18 - received insurance docs from resident 5/6/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident 7/25/19 - received letter from resident’s attorney 8/15/19 - the Board approved a revised settlement amount</td>
<td>5/6/18 - inspection report completed</td>
<td>Upland Counsel - needs to draft updated settlement agreement</td>
</tr>
<tr>
<td>O’Leary</td>
<td>450 Islebay Dr.</td>
<td>$11,625.00</td>
<td>Priority A</td>
<td>4/20/18 - resident sent intake form, but no insurance 5/11/18 - resident sent insurance docs 5/30/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident 8/15/19 - Board re-approved settlement offer 8/16/19 - updated settlement agreement sent to resident</td>
<td>5/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Heinz</td>
<td>5731 Sea Turtle Pl.</td>
<td>$20,500.00</td>
<td>Priority A</td>
<td>4/21/19 - resident sent intake form but no insurance 4/30/19 - resident sent insurance 8/15/19 - Board approved settlement offer 8/16/19 - settlement agreement sent to resident</td>
<td>6/17/19 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Nargi</td>
<td>5632 Skimmer Dr.</td>
<td>$21,285.00</td>
<td>Priority B</td>
<td>11/2/18 - resident sent intake form, needs to send insurance 11/12/18 - received insurance, needs to update intake form 3/18/19 - resident sent updated intake form 6/20/19 - Board approved settlement amount 6/24/19 - sent settlement agreement to resident</td>
<td>4/26/19 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Williams</td>
<td>439 Mirabay Blvd.</td>
<td>$18,567.00</td>
<td>Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/26/17 - sent letter to resident to use new protocol 1/23/18 - resident sent intake form but no insurance 1/28/18 - received insurance documents 3/15/18 - Board approved settlement amount of $18,567 3/22/18 - sent settlement agreement to resident</td>
<td>2/5/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Nicholson</td>
<td>432 Islebay Dr.</td>
<td>$11,150.00</td>
<td>Priority A</td>
<td>8/23/17 - requested homeowners’ insurance from resident, resident will not submit homeowners’ claim and they are named on the litigation 10/12/17 - sent follow-up to resident for insurance policy 10/23/17 - sent additional request for insurance policy 1/18/18 - settlement amount approved by the Board 1/23/18 - sent settlement agreement to resident</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Law</td>
<td>5720 Sea Turtle Pl.</td>
<td>$15,150.00</td>
<td>Repaired</td>
<td>11/15/17 - received intake form and insurance documents 2/8/18 - BOS approved settlement of $15,150 2/19/18 - sent settlement agreement to resident</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------</td>
<td>------------</td>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Lilly</td>
<td>435 Mirabay Blvd.</td>
<td>$14,973.00</td>
<td>Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 2/2/18 - resident sent intake form, needs to send insurance 2/19/18 - resident sent insurance docs 4/30/18 - engineer inspection report completed 6/21/18 - Board approved settlement offer 6/28/18 - sent settlement agreement to resident</td>
<td>4/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Warner</td>
<td>611 Islebay Dr.</td>
<td>$15,095.00</td>
<td>Priority B</td>
<td>2/19/18 - received intake form, requested insurance docs 3/6/18 - received insurance 3/12/18 - insurance incomplete, resident to send entire policy 3/13/18 - insurance docs submitted 4/30/18 - engineer inspection report completed 6/21/18 - Board approved settlement offer 6/28/18 - sent settlement agreement to resident</td>
<td>4/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>McGuire</td>
<td>503 Mirabay Blvd.</td>
<td>Priority B</td>
<td>6/4/19 - resident sent intake form but insufficient insurance 6/7/19 - resident sent insurance docs</td>
<td>7/23/19 - inspection report completed</td>
<td></td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Blaeuer</td>
<td>528 Islebay Dr.</td>
<td>Priority A</td>
<td>6/5/19 - resident sent intake form but insufficient insurance 6/11/19 - resident sent insurance docs</td>
<td>7/23/19 - inspection report completed</td>
<td></td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Carley</td>
<td>446 Islebay Dr.</td>
<td>Priority A</td>
<td>7/1/19 - resident sent intake form, insurance, and photos</td>
<td>8/23/19 - inspection report completed</td>
<td></td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Glazer</td>
<td>507 Islebay Dr.</td>
<td>Priority B</td>
<td>7/17/19 - resident sent intake form, insurance, and photos</td>
<td>8/23/19 - inspection report completed</td>
<td></td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Montello</td>
<td>452 Islebay Dr.</td>
<td>Priority A</td>
<td>7/31/19 - resident sent incomplete intake form 8/1/19 - resident sent updated intake form and insurance</td>
<td>8/23/19 - inspection report completed</td>
<td></td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Dolsen</td>
<td>5619 Skimmer Dr.</td>
<td>Repaired</td>
<td>8/5/19 - resident sent intake form, insurance, and photos</td>
<td>8/23/19 - inspection report completed</td>
<td></td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Wainman</td>
<td>5730 Sea Turtle Pl.</td>
<td>Reaired</td>
<td>7/30/19 - resident sent intake form, but no insurance 8/12/19 - resident sent insurance</td>
<td>District Engineer - needs to schedule inspection</td>
<td></td>
<td>District Engineer - needs to schedule inspection</td>
</tr>
<tr>
<td>Lawrence</td>
<td>625 Ballbay Rd.</td>
<td>Priority C</td>
<td>9/3/19 - resident sent intake form, but no insurance 9/3/19 - resident sent insurance</td>
<td>District Engineer - needs to schedule inspection</td>
<td></td>
<td>District Engineer - needs to schedule inspection</td>
</tr>
<tr>
<td>Lucas</td>
<td>5613 Skimmer Dr.</td>
<td>Reaired</td>
<td>9/2/19 - resident sent intake form &amp; photos 9/6/19 - resident sent insurance</td>
<td>District Engineer - needs to schedule inspection</td>
<td></td>
<td>District Engineer - needs to schedule inspection</td>
</tr>
<tr>
<td>Cassano</td>
<td>711 Islebay Dr.</td>
<td>Priority C</td>
<td>8/27/19 - resident sent intake form, but no insurance 9/3/19 - resident sent incomplete insurance 9/10/19 - resident sent insurance</td>
<td>District Engineer - needs to schedule inspection</td>
<td></td>
<td>District Engineer - needs to schedule inspection</td>
</tr>
<tr>
<td>Cross</td>
<td>412 Islebay Dr.</td>
<td>Priority B</td>
<td>8/29/19 - resident sent intake form, but no insurance 9/10/19 - resident sent insurance</td>
<td>District Engineer - needs to schedule inspection</td>
<td></td>
<td>District Engineer - needs to schedule inspection</td>
</tr>
<tr>
<td>Katz</td>
<td>529 Islebay Dr.</td>
<td>Priority A</td>
<td>9/9/19 - resident sent intake form but no insurance 9/10/19 - resident sent insurance</td>
<td>District Engineer - needs to schedule inspection</td>
<td></td>
<td>District Engineer - needs to schedule inspection</td>
</tr>
<tr>
<td>Davis</td>
<td>5721 Tortoise Pl.</td>
<td>Reaired</td>
<td>9/9/19 - resident sent intake form but no insurance</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Hess</td>
<td>617 Ballbay Rd.</td>
<td>Priority C</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 9/9/19 - resent sent intake form but no insurance</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Do</td>
<td>411 Islebay Dr.</td>
<td>Reaired</td>
<td>7/17/19 - resident sent intake form, but no insurance</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Lacey</td>
<td>5626 Skimmer Dr.</td>
<td>Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident 12/28/17 - sent request to resident for insurance docs</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Owens</td>
<td>5717 Sea Trout Pl.</td>
<td>Reaired</td>
<td>8/21/17 - requested homeowners’ insurance policy from resident 10/12/17 - sent follow-up to resident for insurance policy</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Pullara</td>
<td>5621 Skimmer Dr.</td>
<td>Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 8/27/18 - resident sent intake, needs to submit insurance</td>
<td>Resident - needs to submit insurance docs</td>
<td></td>
<td>Resident - needs to submit insurance docs</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>Parry</td>
<td>5617 Seagrass Pl.</td>
<td>Repeated</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent updated intake form and protocol to the resident</td>
<td>Resideant - needs to submit intake form and insurance docs</td>
<td></td>
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</tr>
<tr>
<td>Kirbach</td>
<td>440 Islebay Dr.</td>
<td>Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resideant - needs to submit intake form and insurance docs</td>
<td></td>
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<tr>
<td>Jaehe</td>
<td>509 Islebay Dr.</td>
<td>Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resideant - needs to submit intake form and insurance docs</td>
<td></td>
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<tr>
<td>Baker</td>
<td>521 Islebay Dr.</td>
<td>Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resideant - needs to submit intake form and insurance docs</td>
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<tr>
<td>Weber</td>
<td>5628 Skimmer Dr.</td>
<td>Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resideant - needs to submit intake form and insurance docs</td>
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<tr>
<td>Preston</td>
<td>5704 Sea Trout Pl.</td>
<td>Priority B</td>
<td>11/15/17 - sent intake form and protocol to resident</td>
<td>Resideant - needs to submit intake form and insurance docs</td>
<td></td>
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<tr>
<td>Cavin</td>
<td>601 Islebay Dr.</td>
<td>Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident</td>
<td>Resideant - needs to submit intake form and insurance docs</td>
<td></td>
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</tr>
<tr>
<td>Norstrom</td>
<td>5711 Sea Trout Pl.</td>
<td>$44,720.63</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A COMPLETED</td>
<td></td>
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</tr>
<tr>
<td>Carter</td>
<td>513 Islebay Dr.</td>
<td>$23,600.00</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A COMPLETED</td>
<td></td>
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</tr>
<tr>
<td>Goldstone</td>
<td>5714 Tortoise Pl.</td>
<td>$10,000.00</td>
<td>10/5 - requested homeowners' insurance claim from resident, resident responded with issues, email forwarded to MPD Legal 10/12 - sent follow-up to resident for insurance policy 10/16 - resident sent insurance documents 11/16 - BOS approved settlement of $10,000 11/21 - sent settlement agreement to resident 12/14 - settlement agreement signed 1/15 - all completed, check mailed to resident</td>
<td>4/26 - inspection report completed COMPLETED</td>
<td></td>
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</tr>
<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 COMPLETED</td>
<td></td>
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</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 COMPLETED</td>
<td></td>
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</tr>
<tr>
<td>Gibbons</td>
<td>5710 Sea Turtle Pl.</td>
<td>$30,867.00</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 - settlement agreement to resident 1/31 - settlement agreement signed 3/12 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed 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>
<td>Current Ownership</td>
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<tr>
<td>Gao</td>
<td>5722 Tortoise Pl.</td>
<td>$10,750.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td>COMPLETED</td>
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<td></td>
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<td>10/12 - sent follow-up to resident for insurance policy</td>
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<td>10/13 - resident sent insurance documents</td>
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<td>12/14 - settlement amount approved by the Board</td>
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<td>1/3 - sent settlement agreement to resident</td>
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<td>1/18 - settlement agreement signed</td>
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<td>2/16 - all completed, check mailed to resident</td>
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<tr>
<td>Lawson</td>
<td>523 Islebay Dr.</td>
<td>$32,794.00</td>
<td>10/12 - sent intake form and protocol to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td>COMPLETED</td>
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<td>10/14 - resident sent insurance documents</td>
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<td>12/14 - settlement amount approved by the Board</td>
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<td>1/3 - sent settlement agreement to resident</td>
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<td>1/23 - received incomplete settlement agreement</td>
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<td>2/1 - settlement agreement fully executed</td>
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<td>3/12 - all completed, check mailed to resident</td>
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<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</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED - received as-buils</td>
<td>COMPLETED - received as-buils</td>
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<td>1/18 - settlement amount approved by the Board</td>
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<td>1/23 - sent settlement agreement to the resident</td>
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<td>1/28 - settlement agreement fully executed</td>
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<td>3/23 - requisition signed</td>
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<td>3/29 - 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>Sheikh</td>
<td>5727 Sea Turtle Pl.</td>
<td>$10,600.00</td>
<td>10/23 - sent intake form and protocol to resident 11/7 - resident sent intake form but did not submit the complete insurance policy documents 11/17 - resident sent insurance documents 1/18 - settlement amount approved by the Board 1/23 - sent settlement agreement to resident 3/15 - settlement agreement fully executed 3/29 - requisition signed 4/8 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Diana</td>
<td>527 Islebay Dr.</td>
<td>$49,835.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident 10/12 - sent follow-up to resident for insurance policy 10/23 - sent additional request to resident for insurance policy 1/18 - settlement amount approved by the Board 1/23 - sent settlement agreement to resident 3/26 - settlement agreement fully executed 4/27 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Gao</td>
<td>526 Islebay Dr.</td>
<td>$12,000.00</td>
<td>11/7 - sent previous intake form and documents to counsel 12/28 - sent intake form and insurance docs to counsel 3/15 - Board approved settlement amount of $12,000 3/22 - sent settlement agreement to resident 4/16 - settlement agreement fully executed 5/10 - requisition signed 5/16 - all completed, check mailed to resident</td>
<td>1/10 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Bennett</td>
<td>5611 Skimmer Dr.</td>
<td>$52,398.00</td>
<td>10/12 - received intake form and proposals from resident, requested insurance documents from resident 10/13 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - sent settlement agreement to resident 3/15 - Board approved new settlement amount of $52,398 3/22 - sent settlement agreement to resident 5/14 - settlement agreement fully executed 6/18 - requisition signed 6/21 - all completed, check mailed to resident</td>
<td>11/7 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Woodard</td>
<td>517 Islebay Dr.</td>
<td>$12,500.00</td>
<td>8/22 - requested homeowners’ insurance claim from resident, resident will not submit homeowners’ claim 10/12 - sent follow-up to resident for insurance policy 10/20 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - sent settlement agreement to resident 5/21 - sent updated settlement agreement to resident 5/25 - settlement agreement fully executed 6/18 - requisition signed 6/22 - all completed, check mailed to resident</td>
<td>11/7 - inspection report completed</td>
<td>COMPLETED - received as-builtts</td>
<td></td>
</tr>
<tr>
<td>Krumme</td>
<td>5624 Skimmer Dr.</td>
<td>$13,250.00</td>
<td>11/7 - sent previous intake form and documents to counsel 12/28 - sent letter to resident to use new protocol 1/23 - resident sent photos but no intake form or insurance 1/28 - resident sent intake form but no insurance docs 2/5 - resident sent insurance docs 2/22 - 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>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</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>3/27 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2/20 - resident sent intake form and insurance</td>
<td>2/27 - engineer inspection completed</td>
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<td>3/27 - engineer inspection report completed</td>
<td>5/17 - settlement amount approved by the Board</td>
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<td>5/21 - settlement agreement sent to resident</td>
<td>6/18 - settlement agreement fully executed</td>
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<td></td>
<td>6/21 - requisition signed</td>
<td>6/21 - all completed, check mailed to resident</td>
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<tr>
<td>Hodgskin</td>
<td>5710 Tortoise Pl.</td>
<td>$12,325.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td>3/6 - received insurance</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>3/12 - insurance docs insufficient, resident to send entire policy</td>
<td>3/21 - resident re-sent full insurance policy</td>
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<td></td>
<td></td>
<td></td>
<td>3/22 - resident re-sent full insurance policy</td>
<td>4/30 - engineer inspection report completed</td>
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<td></td>
<td></td>
<td>6/21 - Board approved settlement offer</td>
<td>7/12 - settlement agreement fully executed</td>
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<td></td>
<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Smolenski</td>
<td>539 Islebay Dr.</td>
<td>$12,325.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td></td>
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<td>1/17 - resident sent intake form, DM requested insurance</td>
<td>3/28 - resident sent insurance docs</td>
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<td></td>
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<td></td>
<td>3/30 - resident sent insurance docs</td>
<td>5/6 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
<td>7/12 - settlement agreement fully executed</td>
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<td></td>
<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Constantinou</td>
<td>5724 Sea Trout Pl.</td>
<td>$11,375.00</td>
<td>3/21 - sent intake form and protocol to resident</td>
<td>5/27 - resident sent intake form and photos, but no insurance</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
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<td>3/30 - resident sent insurance docs</td>
<td>5/6 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
<td>7/12 - settlement agreement fully executed</td>
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<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Stumpf</td>
<td>609 Islebay Dr.</td>
<td>$15,095.00</td>
<td>3/29 - resident sent intake form and insurance docs</td>
<td>5/6 - engineer inspection report completed</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>6/21 - Board approved settlement offer</td>
<td>6/28 - sent settlement agreement to resident</td>
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<td></td>
<td></td>
<td>7/19 - settlement agreement fully executed</td>
<td>8/23 - all completed, check mailed to resident</td>
<td></td>
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</tr>
<tr>
<td>Rybak</td>
<td>430 Islebay Dr.</td>
<td>$16,500.00</td>
<td>8/21 - requested homeowners’ insurance claim from resident</td>
<td>10/4 - followed up with resident for insurance information</td>
<td>4/20 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
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<td>10/12 - sent another follow-up to resident for insurance policy</td>
<td>10/24 - resident sent incomplete insurance documents</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>11/21 - received insurance documents from resident</td>
<td>2/8 - BOS approved settlement of $16,500</td>
<td></td>
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<td></td>
<td></td>
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<td>3/6 - sent settlement agreement to resident</td>
<td>5/31 - sent updated settlement agreement to resident</td>
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<td></td>
<td>7/27 - settlement agreement fully executed</td>
<td>8/23 - all completed, check mailed to resident</td>
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<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>O'Connell</td>
<td>5719 Sea Turtle Pl.</td>
<td>$13,575.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td>3/22 - resident sent insufficient insurance docs</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>3/23 - resident sent full insurance policy</td>
<td>5/6 - engineer inspection report completed</td>
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<td>7/19 - Board approved settlement offer</td>
<td>7/25 - sent settlement agreement to resident</td>
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<td></td>
<td></td>
<td></td>
<td>7/31 - settlement agreement fully executed</td>
<td>8/23 - all completed, check mailed to resident</td>
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<td>Collins</td>
<td>437 Mirabay Blvd.</td>
<td>$20,393.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2/19 - received intake form but no insurance</td>
<td>3/7 - sent insurance policy to upland counsel</td>
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<td></td>
<td>4/30 - engineer inspection report completed</td>
<td>6/21 - Board approved settlement offer</td>
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<td>6/28 - sent settlement agreement to resident</td>
<td>8/15 - settlement agreement fully executed</td>
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<td></td>
<td>8/30 - all completed, check mailed to resident</td>
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<td>Cyhaniuk</td>
<td>5701 Tortoise Pl.</td>
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<td>Section I - Priority A</td>
<td>3/2/18 - received intake form and insurance docs</td>
<td>4/30/18 - inspection report completed</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3/12/18 - insurance incomplete, resident to send entire policy</td>
<td>3/15/18 - received full policy and photos from resident</td>
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<td>4/30/18 - engineer inspection report completed</td>
<td>7/19/18 - Board approved settlement offer</td>
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<td>7/25/18 - sent settlement agreement to resident</td>
<td>9/5/18 - settlement agreement fully executed</td>
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<td></td>
<td>9/25/18 - all completed, check mailed to resident</td>
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<tr>
<td>Shanberg</td>
<td>5715 Sea Trout Pl.</td>
<td>$16,846.00</td>
<td>Repaired</td>
<td>5/3/18 - resident sent intake form, but no insurance</td>
<td>5/30/18 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>5/7/18 - resident sent insurance and photos</td>
<td>5/30/18 - engineer inspection report completed</td>
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<td>7/19/18 - Board approved settlement offer</td>
<td>7/25/18 - sent settlement agreement to resident</td>
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<td>9/5/18 - settlement agreement fully executed</td>
<td>9/25/18 - all completed, check mailed to resident</td>
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<td>Sardino</td>
<td>5608 Skimmer Dr.</td>
<td>$12,325.00</td>
<td>Repaired</td>
<td>6/7/18 - resident submitted intake form but insurance documentation was insufficient</td>
<td>7/2/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td></td>
<td></td>
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<td>6/13/18 - resident sent insurance docs</td>
<td>7/2/18 - engineer inspection report completed</td>
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<td>8/16/18 - Board approved settlement offer</td>
<td>8/20/18 - sent settlement agreement to resident</td>
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<td></td>
<td>9/21/18 - settlement agreement fully executed</td>
<td>10/10/18 - all completed, check mailed to resident</td>
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<tr>
<td>Smith</td>
<td>429 Mirabay Blvd.</td>
<td>$21,104.00</td>
<td>Section I - Priority B</td>
<td>7/25/18 - resident sent intake form but no insurance docs</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td></td>
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<td></td>
<td>8/14/18 - resident sent insurance docs</td>
<td>11/15/18 - Board approved settlement offer</td>
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<td>11/20/18 - settlement agreement sent to resident</td>
<td>12/18/18 - settlement agreement fully executed</td>
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<td></td>
<td>1/11/19 - all completed, check mailed to resident</td>
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<tr>
<td>Cirillo</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</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>7/25/18 - resident submitted insurance docs</td>
<td>10/18/18 - settlement amount approved by the Board</td>
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<td>11/15/18 - Board approved settlement offer</td>
<td>11/20/18 - settlement agreement sent to resident</td>
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<td>12/18/18 - settlement agreement fully executed</td>
<td>1/11/19 - all completed, check mailed to resident</td>
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</tr>
</tbody>
</table>

Note: The table above is a summary of the Upland Claims Tracking for various properties, detailing the status of insurance claims and inspection reports along with relevant dates and actions taken. The properties include O'Connell, Collins, Cyhaniuk, Shanberg, Sardino, Smith, and Cirillo (Foresman/Roberts).
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>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>
<td>9/1/18 - resident sent full insurance policy</td>
<td>COMPLETED</td>
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<tr>
<td></td>
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<td></td>
<td>10/18/18 - settlement amount approved by the Board</td>
<td>10/23/18 - sent settlement agreement to resident</td>
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<td></td>
<td>1/9/19 - settlement agreement fully executed</td>
<td>1/28/19 - all completed, check mailed to resident</td>
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<td></td>
<td>10/1/18 - inspection report completed</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 docs</td>
<td>7/2/18 - resident to confirm ownership of property</td>
<td>COMPLETED</td>
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<td></td>
<td>7/2/18 - engineer inspection report completed</td>
<td>8/16/18 - Board approved settlement offer</td>
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<td></td>
<td>8/20/18 - resident to confirm ownership of property</td>
<td>8/27/18 - sent settlement agreement to resident</td>
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<td></td>
<td>11/15/18 - Board approved new settlement offer</td>
<td>11/20/18 - sent new settlement agreement to resident</td>
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<td>1/11/19 - settlement agreement fully executed</td>
<td>1/28/19 - all completed, check mailed to resident</td>
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<td>7/2/18 - inspection report completed</td>
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<td>Vickers</td>
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<td>$57,834.00</td>
<td>Repaired</td>
<td>10/12/17 - received intake form from resident, requested proposals and</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td></td>
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<td>insurance documents from resident</td>
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<td>6/14/18 - resident sent incomplete insurance policy</td>
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<td></td>
<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>11/20/18 - sent settlement agreement to resident</td>
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<td>1/11/19 - settlement agreement fully executed</td>
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<td>1/18/19 - 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>4/16/18 - resident sent intake form but no insurance docs</td>
<td>COMPLETED</td>
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<td>4/16/18 - resident sent intake form but no insurance docs</td>
<td>9/17/18 - resident sent incomplete insurance docs</td>
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<td>9/20/18 - resident sent full insurance policy</td>
<td>9/20/18 - resident sent full insurance policy</td>
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<td>1/17/19 - Board approved settlement offer</td>
<td>1/17/19 - Board approved settlement offer</td>
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<td>1/28/19 - settlement agreement sent to resident</td>
<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>2/14/19 - all completed, check mailed to resident</td>
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<td>10/12/18 - inspection report completed</td>
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<tr>
<td>Lane</td>
<td>5711 Tortoise Pl.</td>
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<td>Emergency</td>
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<td>1/21/19 - Board approved no settlement amount</td>
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<td></td>
<td>12/14/18 - resident sent intake form docs</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td></td>
<td>2/6/19 - engineer inspection report completed</td>
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<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>10/16/18 - resident sent complete insurance docs</td>
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<tr>
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<td></td>
<td>10/18/18 - resident sent complete insurance docs</td>
<td>11/16/18 - resident sent complete insurance docs</td>
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<td>11/16/18 - resident's report completed</td>
<td>11/16/18 - resident's report completed</td>
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<td>1/17/19 - Board approved settlement offer</td>
<td>1/17/19 - Board approved settlement offer</td>
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<td>1/28/19 - settlement agreement sent to resident</td>
<td>1/28/19 - settlement agreement sent to resident</td>
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<td>3/12/19 - settlement agreement fully executed</td>
<td>3/12/19 - settlement agreement fully executed</td>
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<td>3/16/19 - all completed, check mailed to resident</td>
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<td>11/16/18 - inspection report completed</td>
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<td>1/9/19 - resident sent intake form and insurance</td>
<td>2/6/19 - engineer inspection report completed</td>
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<td></td>
<td></td>
<td></td>
<td>2/6/19 - engineer inspection report completed</td>
<td>2/22/19 - settlement amount approved</td>
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<td></td>
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<td>3/26/19 - settlement agreement sent to resident</td>
<td>3/26/19 - settlement agreement fully executed</td>
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<td>4/24/19 - all completed, check mailed to resident</td>
<td>4/24/19 - all completed, check mailed to resident</td>
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<td>2/6/19 - inspection report completed</td>
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<tr>
<td>Winegrad</td>
<td>5616 Skimmer Dr.</td>
<td>$22,895.00</td>
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<td>12/18/18 - resident sent intake form but no insurance docs</td>
<td>1/9/19 - resident sent insurance docs</td>
<td>COMPLETED</td>
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<td>1/9/19 - resident sent insurance docs</td>
<td>2/6/19 - engineer inspection report completed</td>
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<td></td>
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<td>3/3/19 - settlement amount approved</td>
<td>3/22/19 - settlement agreement sent to resident</td>
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<td></td>
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<td>3/26/19 - settlement agreement fully executed</td>
<td>3/26/19 - settlement agreement fully executed</td>
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<td>4/24/19 - all completed, check mailed to resident</td>
<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>
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<td>Repaired</td>
<td>1/23/19 - resident sent intake form, needs to send insurance&lt;br&gt;1/29/19 - resident sent insurance and photos&lt;br&gt;4/18/19 - Board approved settlement amount&lt;br&gt;6/4/19 - settlement agreement sent to resident&lt;br&gt;6/14/19 - all completed, check mailed to resident</td>
<td>3/8/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Welch</td>
<td>413 Islebay Dr.</td>
<td>$0.00</td>
<td>Repaired</td>
<td>3/22/19 - resident sent intake form, needs to send insurance&lt;br&gt;4/1/19 - resident sent insurance&lt;br&gt;6/20/19 - Board denied upland claim</td>
<td>4/26/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Lionet</td>
<td>5716 Tortoise Pl.</td>
<td>$0.00</td>
<td>Repaired</td>
<td>6/14/19 - resident sent intake form but insufficient insurance&lt;br&gt;6/18/19 - resident sent insurance docs&lt;br&gt;7/18/19 - Board rejected upland claim</td>
<td></td>
<td>COMPLETED</td>
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<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&lt;br&gt;12/28/17 - sent letter to resident to use new protocol&lt;br&gt;1/22/18 - resident sent intake form but no insurance&lt;br&gt;3/15/18 - Board approved settlement amount of $52,398&lt;br&gt;3/22/18 - sent settlement agreement to resident&lt;br&gt;6/20/19 - Board approved updated settlement amount&lt;br&gt;6/24/19 - resident sent settlement agreement to resident&lt;br&gt;7/15/19 - sent revised settlement agreement to resident&lt;br&gt;8/12/19 - settlement agreement fully executed&lt;br&gt;8/28/19 - all completed, check mailed to resident</td>
<td>2/5/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
</tbody>
</table>

TOTAL PAID $841,962.63  
TOTAL UNPAID $167,900.00  
GRAND TOTAL $1,009,862.63
Tab 9
To: Board and Staff
From: Paul Curley
Subject: Capital projects next steps

Background
At the September meeting, for each capital project, I would like the Board to have sufficient information to estimate the ballpark cost for the District and to define next steps. Requested background information for each project should be sent to Joe Roethke by September 10, so Joe has time to develop his summary document. If the proposed actions and time line are not achievable for a specific project, please email Joe R and me by Sept 4.

Projects I would like to address include:
- Pickle ball courts
- Outfitters conversion
- Dockers expansion
- Maintenance shed
- Refurbishment of cul de sacs and islands
- Palm replacement
- Shrub replacement
- Irrigation installation, repairs or replacements

Pickle ball courts
At the August 29 meeting, Park Square agreed to pay for and handle the installation of 4-6 courts behind Court 2 of the tennis courts.

District Counsel, would you be prepared to discuss what Agreements are needed between the District and Park Square to facilitate this process.

Cardno, would you be prepared to forward to Park Square all of the background work you have already done for this project.

WTS, in the agenda packet, would you provide a written document summarizing your recommendations on project specifications.

Everyone, assuming Park Square handles the construction, what, if any, costs do you believe will need to be covered by the District?

Outfitters conversion to “restaurant”
At the August 29 meeting, Park Square agreed to pay for and handle the conversion of Outfitters into a “restaurant”.

District Counsel, would you be prepared to discuss what Agreements are needed between the District and Park Square to facilitate this process.

Cardno, would you be prepared to forward to Park Square all of the background work you have already done for this project.

WTS, in the agenda packet, would you provide a written document summarizing your recommendations on project specifications. For now, what you did assuming Outfitters would be converted to a Tiki Bar is fine.

Everyone, assuming Park Square handles the construction, what, if any, costs do you believe will need to be covered by the District? We also need to better understand the project scope being considered by Park Square, e.g., size of building footprint, kitchen and seating capacity.

Dockers expansion
Cardno, during the last Board discussion of the Dockers expansion, I believe you agreed to reevaluate the cost estimate you provided to the Board. In the agenda packet, would you provide an updated, ballpark cost estimate and be prepared to describe next steps, e.g., engage architect, and associated costs.

WTS, in the agenda packet, would you provide a written document summarizing your recommendations on project specifications. An update of what you sent previously is fine.

Maintenance shed
Miguel, in the agenda packet, would you outline the specifications for the maintenance shed as well as location requirements, i.e., how close does it need to be to the clubhouse. If possible, include a ballpark estimate of cost.

Refurbishment of cul de sac and islands
Miguel, at the Aug 29 meeting, I believe Michael Maurer indicated he was working with you on defining the need and requirements for the repair of each area. In the agenda packet, would you include the following:

- A description or drawing of what you plan to install
- How you have confirmed the new design will minimize damage, e.g., should you discuss the change with several truck drivers?
• The ballpark difference in cost if we refurbish all areas at once versus in a piece meal fashion after they are damaged.

**Irrigation installation, repairs or replacements**  
Miguel, at the Aug 29 meeting, I believe Michael Maurer indicated he was working with you on defining the need and requirements for the repair. In the agenda packet, would you include the locations where work is needed and the associated cost.

**Palm replacement**  
Joe, in the agenda packet, would you insert the map defining each of the areas where palms are needed and either on the map or via a separate document include the CLM cost estimate for each area.

**Shrubbery replacement**  
Miguel, I believe you and John Toborg have already defined where replacements are needed. Would you identify the locations and associated cost.

**Estimated cost versus available funds**  
Joe, in the agenda packet, would you include this document, a spreadsheet summarizing available funds and the estimated cost of each of the aforementioned projects.
To: Board of Supervisors
From: WTS International, Ashley Adkins & Holly Faldetta

RE: Capital Projects Next Steps (Pages 1-5)

Summary: WTS was asked to provide recommendations and project specifications on Pickle Ball Courts, Outfitters conversion to “restaurant and Dockers expansion.

Pickle Ball Courts

WTS recommends following the United States of American Pickleball Association (USAPA) guidelines for court specifications, see below. Following USAPA’s specifications are more recommendations provided by WTS and the Pickle Ball Club.

![Pickle Ball Court Diagram]  

[Type here]
A. Court Specifications

The dimensions and measurements for the standard pickleball court are:

A.1. The court shall be a rectangle 20 feet wide (6.10 m) and 44 feet long (13.41 m) for both singles and doubles matches.

A.2. A total playing area 30 feet wide (9.14 m) and 60 feet long (18.28 m) is the minimum size that is recommended. A total size of 34 feet by 64 feet is preferred.

A.3. Court measurements shall be made to the outside of the lines. The lines should be 2 inches (5.1 cm) in width and the same color, clearly contrasting with the color of the court surface.

B. Lines and Areas

The lines and areas of the standard pickleball court are:

B.1. Baselines. The baselines are the lines parallel to the net at each end of the court.

B.2. Sidelines. The sidelines are the lines perpendicular to the net on each side of the court.

B.3. Non-Volley Line. The non-volley line is the line on each side of the net between the sidelines and parallel to the net. These lines are located 7 feet (2.13 m) from the net.

B.4. Non-Volley Zones. The non-volley zone is the area of the court bounded by the two sidelines, the non-volley line, and the net. The non-volley line and the sidelines are included in the non-volley zone.

B.5. Centerlines. The centerline is the line on each side of the net bisecting the area between the non-volley line and the baseline.

B.6. Service Courts. The service courts are the areas on either side of the centerline, bounded by the non-volley line, the baseline, and the sideline.

C. Net Specifications

C.1. Material. The net may be made of any netted material.

C.2. Net Size. The net length shall be at least 20 feet (6.1 m) extending from one sideline to the other. The net width shall be at least 2 feet (0.8 m).

C.3. Mesh Size. The net’s mesh size must be sufficiently small to prevent a ball from passing through it.

C.4. Height. The net shall be suspended over the center of the court and shall be 36 inches (0.914 m) high at the sidelines and 34 inches (0.86 m) high at the center of the court.

C.5. Center Strap. A center strap may be placed at the center of the net to enable easy adjustment to the 34 in. (0.86 cm) requirement at center.

C.6. Net Edge. The top of the net should be edged with a 2 inch (5 cm) white binding over a cord or cable running through the binding. This binding must rest upon the cord or cable.

C.7. Posts. Net posts should be placed outside the sidelines. Recommended placement is 12 inches (30.48 cm) from the sideline.
Fencing

Fencing has two main purposes:

– To contain the ball within the playing area.

– To provide security.

There are several different types of fencing. The wire type is commonly used because it allows maximum light to pass through and people to see in and out, it’s a relatively cost-effective option, and it contains the ball within the court boundaries (the effectiveness of this will depend in part on the height of the fence).

Fencing should be constructed of (or covered with) rust resistant material, and should be free of protrusions that would increase the risk of injury to players.

Plastic-coated chain-link netting is normally used. The mesh size needs to be sufficiently small to stop the ball going through. The ball is about 65 mm in diameter, so 45 mm or 50 mm mesh is often specified. The mesh should be fixed to the court side of the mounting posts to minimize erratic bounces.

Backstop

The height of the backstop depends on what is behind it. The minimum fence height is dependent on the location of the court and the problems and dangers associated with the ball going outside of the court confines. A minimum height would normally be 3.0 m, although certain conditions may require something higher, for example, if the court is close to a road or residential area.

Sidestop

The sidestop should be the same height as the backstop for at least 6.0 m from the backstop, with 9.0 m being recommended. Where a sidestop is used, it should not be less than 0.9 m in height.

Gates

Enough gates should be installed to allow entrance and exit at both ends of the court, to allow retrieval of balls. There should also be access for wheelchair players and any required maintenance equipment.

Windbreaks

While their primary role is to reduce and/or deflect the effects of wind, they provide a background against which the ball can be seen. Thus, they should be of a sufficiently contrasting color to the ball (see section on color). They also reduce glare and provide privacy. A single color piece of fabric is often used for this purpose.
The image below is where Park Square verbally committed to building Pickle Ball courts. Please see the second image below for a closer view.

This image is a closer look at the blue rectangle above. If the space allows it, we would recommend putting 6 courts in. We would also recommend a covered bench area, a water station and a storage bin for gear.
**Outfitters Conversion to “restaurant”**

Please note that only high-ticket items are listed below and we currently have some of them, they would just need to be moved. We recommend a large flat top grill with a vent hood, fryer, sandwich press, a turbo oven and a walk-in freezer/cooler for kitchen capabilities. For bar capabilities, we recommend an ice machine, reach in cooler, beer taps, blenders and soda guns. For both operations, we would need a 3-compartment sink and a hand washing sink. We recommend bar seating inside along with a few high-top tables against the walls. Capacity of 20-25 people. The majority of seating would be outside along the building and also down the steps along the wood deck. Capacity of 40-50 people. For audio visual capabilities, we would like a sound system with speakers inside and outside. We would like TV’s hung on the walls inside and outside of the building that can also be played over the sound system. We would recommend putting at least one more restroom in the area.

**Dockers**

We recommend a room with occupancy of no less than 50 people. Ideally, this room will provide open flexible space for camp/afterschool programs and events/rentals. The room would also have a small kitchenette and a storage room to house tables, chairs, etc. We envision separate areas for pre-school aged children, tweens/teens and open event space. If an expansion puts us close to the water, we recommend fencing along it.
### Unallocated Funds

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<td>2019/2020 Gen Fund contingency</td>
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Total $$700,000

Park Square funding commitment TBD

Grand Total $$700,000

### New Capital Projects

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<th>CDD funds committed</th>
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Total (potential projects) $682,900

**Total CDD commitments** $352,000

**Remaining unallocated funds** $348,000

*placeholder estimate; may change dramatically*
Tab 10
MEMORANDUM

To: Joe Roethke, Harbor Bay District Manager

From: Greg Woodcock, Cardno Inc.

Project: Dockers Expansion

Date: March 8, 2019

At the February 21, 2019 Harbor Bay Community Development Meeting the Board requested Cardno prepare an estimated cost to design, permit and construct an expansion to the existing Dockers building. Currently the building is being used for children and afterschool programs. The existing building area is approximately 480 square feet and does not have an interior restroom. Children and staff have to exit the Dockers building and to use the existing pool restroom facilities. Staff has indicated a concern with this and would like to have an internal restroom for children. I have provided a summary of costs associated with two scenarios: (1) increase the Dockers building area by 1,320 SF (50 occupants) and (2) increase the Dockers building area by 2,145 SF (75 occupants). I have also attached WTS wish list of items to be included in the expansion. This estimate does not include an outdoor covered/screen area.

Below is an outline of next steps and estimated timeline for construction start date.

1. Scope was defined by WTS March 8, 2019, and has been incorporated into the estimated costs.
2. Develop estimated costs for the project. District staff developed estimated costs associated with the project design, permitting and construction. This is where we currently are in the process. Initial scope for design, permitting and construction will be approved at the March 21, 2019 CDD meeting.
3. Professionals provide scope and fee to be approved by the CDD board. There are two options to engage with professionals;
   a. Direct contract with Architectural and Engineers to complete the work. (Recommended if contract thresholds are not exceeded). This process takes approximately 30 days.
   b. Request for Qualification based on solicitation. This process can be more costly to the District and can take additional time. This process takes approximately 60 days.
4. The District contracts with appropriate professionals to prepare drawings and specifications for permitting and construction. Professionals prepare permitting and construction documents. (60 to 90 days)
5. Permit applications are submitted to government agencies. Since we do not have control over permit review times or request for information we would allow a minimum of 60 to 90 days for completion of this step.
6. Solicit Request for Proposals (RFP) for project. This is usually a 60-90 day process.
7. Contract preparation. District Council prepares contract and contractor reviews and signs. (30 days)

In summary from the time the scope is developed it is approximately 330 days until construction start date.
### OPINION OF PROBABLE DESIGN & CONSTRUCTION COSTS

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

DOCKERS EXPANSION - 50 OCCUPANTS

ESTIMATE DATE: MARCH 8, 2019

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Notes:
1. Existing Dockers Size is +/- 480 square feet
2. Estimate based on Dockers Expansion of 1320 SF.
3. Estimate includes a unisex restroom insite the proposed expansion.
4. Floodplain mitigation (if required) is not included.
## OPINION OF PROBABLE DESIGN & CONSTRUCTION COSTS

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**

**DOCKERS EXPANSION - 75 occupants**

**ESTIMATE DATE: MARCH 8, 2019**

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</table>

**Notes:**
1. Existing Dockers Size is +/- 480 square feet
2. Estimate based on Dockers Expansion of 2145 SF.
3. Estimate includes a unisex restroom inside the proposed expansion.
4. Floodplain mitigation (if required) is not included.
Dockers Wishlist:

- Occupancy 50-75 people, no less than 50
- Screened in patio area with lights, fans, water fountain and hooks for wet clothes storage. Need enough space for tables and chairs for “messy” activities
- Ample shelving, storage cabinets with locks and book shelves. A walk-in closet would be ideal.
- Small kitchen area
- Family bathroom that can be accessed from inside Dockers and also from the pool for general use
- Smart TV hung on the wall and DVD player
- Small reception area for check in and out, also need a phone
- Clocks in each room and on outdoor patio
- Flooring: For pre-school area, some sort of padded or commercial carpeting that is good for crawling. For older kids areas, something that can handle high traffic and is easy to clean
- Furniture that is free of sharp edges and easy to clean
- “Play area” that you see in some fast food restaurants
- Different “areas” in the building that are sectioned off
  - Pre-school area
    - This area would ideally be bright and cheerful with an open play area. The room should be designed to allow counselors to have a clear view of all infants in their care. This section needs to have furniture with soft edges with and age appropriate materials. We also need a designated cubby for each child where personal items can be stored. We would also need a changing station, rocking chair and pack n play in this area.
    - Soft playscape
  - School aged area
    - This area will be where Afterschool and camp will primarily reside. This room will need tables (that can be broken down) and chairs (that can be stacked). It will need cubbies so belongings can be stored.
  - Teen area
    - We see this as a game room with a foosball table, ping pong table, indoor basketball hoop and other arcade-like games
    - Couch seating
    - Music system or speaker
Revenue Driving Programs:

- More camp and afterschool registrations
- Rentals: birthday parties, baby showers, bridal showers, etc.
- Teen events and programs
- More childcare offerings

Value Added:

- Covered, indoor space for events already offered on the back lawn
- Better facilities for current programs housed in Dockers
June 10, 2019

Mr. Greg Woodcock
Project Manager - Cardno
20215 Cortez Blvd.
Brooksville, Florida 34601
Greg.Woodcock@cardno.com

Ms. Ashley Adkins
Club Manager
Mira Bay Club
107 Manns Harbor Road
Apollo Beach, Florida 33572
aakins@mirabayclub.com

Re: Architectural services at the Mira Bay club - Dockers

Dear Ashley and Greg,

Thank you for allowing us to assist you on your project. Construction Design Architects, Ltd, proposes professional services for the above referenced project as follows:

**Project Information:**
The Mira Bay Leadership has prepared a needs document that will be used in the initial planning and programming of the new space. In general, the Architect shall design the new space with the following highlights:

1. Provide open flexible space for Day School and after hours events like small parties, Bridal showers etc.
2. Provide a small kitchenette.
3. Provide a storage room to house tables, chairs.
4. Study raising the floor elevation by at least one foot.
5. The space for day school should accommodate teens, afterschool aged children, and preschoolers.

The project consists of two phases:

**Phase 1 - Project programming and Schematic Design - Preliminary budget cost**
Services for phase one include a site visit for discovery and measuring the existing conditions of the Dockers facility. This task has already been completed. The Architect prepared an initial
floor plan study as depicted on CDA drawing SK 5-14-19 (attached for reference). This plan has envisioned a 1,219 square foot addition. I was determined that a smaller addition could accommodate the project needs and be positioned to fit into a cost budget that the HOA had in mind. We are proposing a new area of study in the range of a 576 square foot addition that will better fit the existing building, landscape, mature trees and utility infrastructure. The new size will be more affordable.

The Architect shall provide the following work in this phase:

1. Prepare base CAD plans based upon field measurements taken on recent visit.
2. Prepare several schematic floor plans to satisfy the project program.
3. Make revisions to the selected floor plan and prepare building elevation studies.
4. Based upon the approved schematic design, the architect shall prepare a budget estimate with a range of cost and consult with a local builder to verify assumptions on cost.
5. Once the steps above have been satisfied by the Mira Bay leadership, the Architect shall prepare a detailed Architectural and Engineering proposal for the work necessary to complete the Design, Construction documents and Permit documents.

Phase 2 – Architectural/Engineering’s plans ready for permitting and construction

Based upon findings from Phase 1, the Architect, shall prepare a detailed proposal to provide for the final Architectural, MEP, Engineering Civil Engineering.

Construction Design Architects, Ltd. shall provide the following services:

Architectural Services: Typical full scope.

A. PreDesign Phase 1
   I. Architect shall visit the site, take current inventory of general configuration of existing site, provide general field inspection and verify rough dimensions of existing conditions. Owner may provide a CAD background of existing work area for Architect’s use.
   II. No Agency or city reviews/meetings included in this phase.
   III. Architect shall review the Owner’s requirements and project programming.
   IV. Compare the physical conditions for compatibility of the addition.

B. Schematic Design part of future Phase 2 NOT INCLUDED IN CURRENT FEE FOR PHASE 1
   I. Schematic Design shall include at least three preliminary space plans. Architect will deliver to client a floor plan incorporating the general
intent of the project needs and review same in detail. This review shall be in person or via on screen live image conferencing.

II. Architect will deliver the client approved schematic design drawings to a local Construction company for review and preparation of Preliminary budget pricing.

III. The preparation of the budget Pricing shall conclude Phase 1 Work.

The Phase 2 work shall include the following and will be described in detail once the scope of work in Phase 1 is prepared.

**Design Development**

IV. Design Development shall include the preparation of more detailed design drawings showing the configuration of the interior partitions, reflected ceiling plans, general interior millwork, other details. Architect shall deliver to client plans conveying this information for client approval and signature prior to beginning Construction documents.

V. Full building code analysis shall be prepared.

VI. Provide specific MEP Design definition and coordination.

VII. Architect shall deliver approved Design Development drawings to the Owner’s preferred General contractor for preparation of a more detailed price Proposal.

VIII. Architect shall coordinate Interior Design selections.

**C. Construction Documents**

I. Construction Documents shall include the plans, elevations, sections, schedules, details, and notes as necessary to provide and convey general intent and information necessary for construction of the Scope of Work.

II. Mechanical, Electrical, and Plumbing, and Fire Protection Design Consultants shall be contracted as Sub-Consultants by Construction Design Architects, and shall deliver design drawings with plans, notes, schedules, and other pertinent information necessary for the construction of applicable systems. Architect shall provide backgrounds to each consultant and verify and coordinate all designs prior to permit submittal and issuance for construction.

III. Architect shall, at Mira Bay’s direction, submit permit plans and documents as necessary to the municipality for a building Permit.

**D. Administration of Contract of Construction.**

I. Architect shall provide additional and supplemental information upon reasonable requests for information and clarifications.

II. Architect will receive and review Project shop drawing submittals.

III. Architect shall conduct on site job meetings and prepare minutes.

IV. Architect shall prepare a punch list and review final job closeout documents.
The fee investment will be as follows: **FOR PHASE 1 ONLY**

<table>
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<tr>
<th>Architectural Services:</th>
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<tr>
<td>A. Pre Design Phase 1 included</td>
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<td>B. Schematic Design Phase 1 included</td>
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<tr>
<td>C. Design Development Phase 2 not included at this time</td>
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<td>D. Interior Design coordination</td>
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<td>E. Construction Documents</td>
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<td>F. Administration of Contract of Construction</td>
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**Architectural Totals**: $4,040.00

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<tr>
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<td>Electrical Design:</td>
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<tr>
<td>Plumbing Design:</td>
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<td>Sprinkler Design:</td>
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</table>

**Consultants Design Totals**:

Total Design Fees: $4,040.00

**REIMBURSABLE ARCHITECTURAL COST**

In addition to the fees quoted above, normal and customary reimbursable expenses will be billed to the Owner (including Consultants retained at the Owners Expense) at the actual cost x 1.15 (+15%). Reimbursable expenses include, but are not limited to, all printing and blueprinting and reproduction, photographs, express mail, messenger service, model, out of town travel, . This applies to all actual third-party reasonable and customary expenses. All in-house plotting will be billed at $8.00 per 24 x 36 sheet (Black and White), $5.00 for 11x17 Color Prints, and $.50 for 8½”x11” Laser Prints.

The Architects will be compensated for additional architectural services described below at the rates specified below:

- **Principle Architect**: $175/hr
- **Project Manager**: $100/hr
- **Administration**: $55/hr

**ADDITIONAL SERVICES TO BE CONSIDERED OUTSIDE OF THE BASIC ARCHITECTURAL SERVICES**

We would like to note the following specific items, which are not considered to fall under the scope of basic Architectural Service and proposed fees:
• The Architect will not perform additional services without prior authorization.
• Job safety, means or methods of construction, and third party lawsuits for which we have no control.
• Any revisions during the Contract Document or Administration phase in the drawings or specifications inconsistent with the approval of instructions previously given by the Owner, including revisions due to changes in the Owner's program, scope of work, level of construction and finish quality, or due to the Owner's budgetary concerns, will be performed only upon the Owner's written request and will be billed hourly per the attached fee schedule.
• This proposal and contract is for the sole use of the party to whom it is addressed. No other party may use or rely upon this proposal, or associated drawings and/or specifications, without the written consent of Construction Design Architects, Ltd.

IN CONCLUSION

If you find the foregoing proposal satisfactory, please sign and return a copy as authorization to proceed. This agreement may be changed by written agreement signed for the Architects and for the Owner.

We would very much enjoy working with you to realize the potential of your project. Everything in our power will be done to satisfy your requirements, and to make the project enjoyable for you as well. We look forward to hearing from you soon.

If you have any questions, please do not hesitate to contact us.

Sincerely,

CD Group Companies
Construction Design Architects, Ltd.
Construction Design Services, Ltd.

__________________________________________        Date:  __6-10-2019________________

Thomas (Ted) D. Eckhardt, Sr. A.I.A.
President

__________________________________________        Date:  ___________________

Accepted: Greg Woodcock
Ashley Adkins for Mira Bay club
Tab 11
Attached is the scope and estimated cost for a 20 x 30 maintenance shed. The proposal was obtained from CDS Group, Inc (located in Apollo Beach). The placement locations for a shed of this type in Mira Bay are very limited. A potential location could be in Landings Park, possibly replacing a tiki hut with the shed. There has also been some discussion about adding a maintenance shed to the west end of the Clubhouse structure (where the dumpster is currently located) but, the cost of that project could run at least $85,000.00.
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<td>Roofing</td>
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<td>Roof Framing - Engineered Trusses</td>
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<td>Siding - Ext Wall Finish</td>
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<td><strong>SUB TOTAL</strong></td>
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Based on Building Size of 20'X30'
Based on County Approval
This document gives an in-depth survey of the current conditions of each roundabout and island within the MiraBay Community. It is to be used as a guide for the Board, Management and Engineers. The purpose of this survey is to better identify where the immediate focus should be in order to adequately and promptly remedy the issues.
Sunset at Beacon Sound Way

Harbor Bay CDD
Round-Abouts
and
Street Islands
Survey

9/11/2019
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<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
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<tbody>
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<td>Survey Finding</td>
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<td>Fisher Sound Lane</td>
<td>4</td>
</tr>
<tr>
<td>Manns Harbor Drive at Boatlift</td>
<td>5</td>
</tr>
<tr>
<td>Loon Nest Court</td>
<td>6</td>
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<tr>
<td>Point Harbor Lane</td>
<td>7</td>
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<td>Covesound Lane</td>
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<td>Skimmer Drive</td>
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<td>Seagrass Place</td>
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<td>Sea Turtle Place</td>
<td>11</td>
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<td>Tortoise Place</td>
<td>12</td>
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<td>Sea Trout Place</td>
<td>13</td>
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<tr>
<td>Golden Isles Drive North End</td>
<td>14</td>
</tr>
<tr>
<td>Golden Isles Drive South End</td>
<td>15</td>
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<tr>
<td>436 Islebay Drive Island</td>
<td>16</td>
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<tr>
<td>833 - 835 Islebay Drive</td>
<td>17</td>
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<tr>
<td>Mirabay Blvd and Tybee Island Dr.</td>
<td>18</td>
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<tr>
<td>West End of Mirabay Blvd</td>
<td>19</td>
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<tr>
<td>Tybee Island Drive</td>
<td>20</td>
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<tr>
<td>Bali Bay Road</td>
<td>22</td>
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<tr>
<td>Merritt Island Drive</td>
<td>23</td>
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<tr>
<td>Beacon Sound Way</td>
<td>24</td>
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</tbody>
</table>
Survey Finding

- Number of roundabouts: 20
- Damage levels
  - Significant: 7
  - Minor: 7
  - None: 6
- Landscape issues
  - Major: 9
  - Minor: 11
  - None: 0
- Parking issues: 1
FisherSound Lane

Status: Major truck rollover curb damages
- Loss of shrubby
- Tire marks in circle
- No rain shutoff valve visible
- Minor curb damage

Minor appearance issues
- Lowest level shrubs gaps

No rain shutoff valve visible

SUMMARY
Damage level: Significant
Landscaping: Minor
Manns Harbor Drive at Boatlift

Status: Visible roll over damage to shrubs

Minor appearance issues
  • Lowest level shrubs gaps
  • No curb damage

Minor appearance issues
  • Lowest level shrubs gaps

SUMMARY
Damage level: Minor
Landscaping: Minor
  • No rain shutoff valve visible
Loon Nest Court

Status: Truck rollover curb damage
- Loss of shrubby
- Tire marks on curb

Major appearance issues
- Second tier shrubby coverage gaps

Minor appearance issues
- Lowest level shrubs gaps
- No rain shutoff valve visible

SUMMARY
Damage level: Minor
Landscaping: Minor
Point Harbor Lane

Status: Little to no truck rollover curb damages
   • Loss of shrubby
Minor appearance issues
   • Lowest level shrub gaps
   • Layer two shrubs missing
No curb damage
No rain water controller

SUMMARY
Damage level: Minor
Landscaping: Minor
CoveSound Lane

Status: No truck rollover curb damages
- Tire marks on curb in circle
- No curb damage

Appearance issues
- Tier 2 shrub gaps
- Tier 2 shrubs need standardized height below tier three shrub height

No visible irrigation system nor rain shutoff monitor

SUMMARY
Damage level: None
Landscaping: Minor
Skimmer Drive

Status: Major truck rollover damage to flower beds
- Tire marks on curb in circle
- Cars parked in street prevent large trucks going around turn
- No curb damage

Major appearance issues
- Tier 2 level shrub gaps
- Tier 2 shrubs need standardized height below height of tier three shrubs

No visible irrigation system nor rain shutoff monitor

Resident commented on multiple vehicles parked in round-about daily

SUMMARY
Damage level: Significant
Landscaping: Major
Status: No truck rollover curb damages
  • No tire marks on cur
  • Minor damage

Major appearance issues
  • Tier 2 level shrub gaps
  • Tier 2 shrubs need standardized height below height of tier three shrubs
  • No visible irrigation system nor rain shutoff monitor

Parking issue

SUMMARY
Damage level: Minor
Landscaping: Minor
Sea Turtle Place

Status: Minor truck rollover curb damages
- Tire marks on curb in circle
- Minor curb damage

Major appearance issues
- Tier 2 level shrub gaps
- Tier 2 shrubs need standardized height below level three shrubs height
- No visible irrigation system nor rain shutoff monitor

• SUMMARY
• Damage level: Minor
• Landscaping: Minor
Status: Truck rollover shrub damages
  - Tire marks on curb in circle
  - No concrete curb damage

Major appearance issues
  - Tier 2 level shrubs gaps
  - Tier 2 shrubs need standardized height below of tier three shrub height
  - Rain shutoff valve visible

SUMMARY
  - Damage level: Significant
  - Landscaping: Major
Sea Trout Place

Status: Truck rollover curb damage
- Tire marks on curb in circle
- No concrete curb damage

Major appearance issues
- Tier 2 level shrub gaps
- Tier 2 shrubs need standardized height below height of tier three shrubs

Visible irrigation system rain shutoff monitor

SUMMARY
- Damage level: Significant
- Landscaping: Major
Golden Isles Drive North End

Status: No truck rollover curb damage.
  - No concrete curb damage
  - Major appearance issues:
    - Tier1 level shrub gaps

No visible irrigation system nor rain shutoff monitor

SUMMARY
  - Damage level: None
  - Landscaping: Minor
Golden Isles Drive South End

Status: No truck rollover
curb damage
• No concrete curb
damage

Major appearance issues:
• Tier 1 level shrub gaps

No visible irrigation
system nor rain shutoff
monitor

SUMMARY
• Damage level: None
• Landscaping: Minor
436 Islebay Drive Island

Status: No truck rollover curb damage
- No concrete curb damage

Major appearance issues:
- Tier 1 level shrub gaps
- No visible irrigation system nor rain shutoff monitor

SUMMARY
- Damage level: None
- Landscaping: Minor
833 - 835 Islebay Drive

Status: No truck rollover concrete damage
  - No tire marks on curb in circle

Major appearance issues
  - Significant truck tire damage to shrubs
  - Exposed water tubing
  - Large gaps in tier 2 shrubs
  - Visible irrigation system
  - No rain shutoff monitor

SUMMARY
  - Damage level: Significant
  - Landscaping: Major
Mirabay Blvd and Tybee Island Dr. Round-about

Status: No truck rollover curb damage
• No concrete curb damage

Major appearance issues:
• Tier 1 level shrub gaps
• Tier 2 shrubs conceal empty space

No visible irrigation system nor rain shutoff monitor

SUMMARY
• Damage level: None
• Landscaping: Major
West End of Mirabay Blvd

Status: Truck rollover curb damage
  • Tire marks on curb in circle

Major appearance issues
  • Tier 1 & 2 level shrub voids
  • Tier 2 shrubs need standardized height below height of tier three shrubs
  • No visible irrigation system nor rain shutoff monitor

SUMMARY
  • Damage level: Significant
  • Landscaping: Major
Status: Truck rollover curb damage
  • Tire marks on curb in circle

Major appearance issues
  • Tier 2 level shrub gaps

Cracked curb damage
  • Tier 2 shrubs need standardized height below height of tier three shrubs
  • No visible irrigation system nor rain shutoff monitor

SUMMARY
  • Damage level: Significant
  • Landscaping: Major
Tybee Island Drive
Bali Bay Road

Status: Set the standard
- Crack in curb

Major appearance issues
- Tier2 level shrubs gaps
- Truck rolled over east end breaking decorative stone and destroying shrubs

No visible irrigation system nor rain shutoff monitor

SUMMARY
- Damage level: Minor
- Landscaping: Minor
Merritt Island Drive

Status: truck rollover shrub damage

Major appearance issues
- Missing level 1 shrubs
- Tier 2 level shrub gaps
- Tier 2 shrubs need standardized height below height of tier three shrubs

Visible irrigation system
- No rain shutoff monitor

SUMMARY
- Damage level: Minor
- Landscaping: Minor

East side

West side
Beacon Sound Way

Status: No truck rollover damage

Major appearance issues
- Two palm stumps
- Tier 1&2 level shrub gaps
- Tier 2 shrubs need standardized height below height of tier three shrubs
- No visible irrigation system nor rain shutoff monitor

SUMMARY
- Damage level: None
- Landscaping: Major
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<tr>
<th>LOCATION</th>
<th>DESCRIPTION</th>
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<th>QUANTITY</th>
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<tr>
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# Harbor Bay Community Development District
## Round a bout Brick Paver Repair Cost Estimate

September 10, 2019

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<td><strong>Project Total</strong></td>
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</table>
September 12, 2019

Michael Rodriguez  
Harbor Bay CDD  
107 Manns Harbor Drive  
Apollo Beach, Florida 33572  
813-649-1500

Re: MiraBay Palm Removal & Replacement

Dear Mr. Rodriguez:
Capital Land Management is pleased to provide a proposal for removal and replacement of 4 Medjool Palms, 3 Bismarck Palms and 3 Ribbon Palms for MiraBay. Scope of services shall be limited to palms selected for removal. Please refer to the following pages for our qualifications and exclusions.

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

Sincerely,

Stanley Hinde  
Project Manager  
Design-Build Division
Qualifications:

- All irrigation and plant installations to meet the Hunter Industries, University of Florida and Florida Nursery Growers Association Standard Horticultural Practices

Exclusions:

- Irrigation well, back-flow, pressure switch, pressure tank, and point of connection to be made and installed by others.
- Irrigation controller electrical connection for power to irrigation controller is not included in price below and should be performed by a licensed electrical contractor.
- Unless expressly stated in the aforementioned documents it is neither implied nor understood that the proposal or price below reflects the exporting or importing of soil, soil amendments, backfill, berming, fumigation, or removal of invasive material, tree protection, or filter fabric. These services will be proposed in a separate work order.
- Existing Sod removal is not included in this proposal.

Warranty:

- In addition to all other guarantees contained within the Subcontract Agreement with MiraBay, and the prime contract, upon completion of project, Capital Land Management Corporation will warrant and guarantee that all labor, materials, and workmanship incorporated into the project is in strict compliance and absolute accord with the prime contract and is hereby warranted against any deficiencies and defects in materials and workmanship for a period of one year commencing on the date of substantial completion as shown by the date of final invoice submission. Capital Land Management also warrants that we will diligently (within 72 hours after notification), investigate and perform warranty work, without costs to the owner of the project and/or MiraBay, the prime contractor.

- This warranty will be considered null and void if all invoice payments have not been received within 30 days of date of invoice and/or if another contractor has performed work on the irrigation system without the prior approval of Capital Land Management.
Price includes providing all supervision, labor, equipment, and materials required to install the following:

**Palm Removal**
Existing root balls for Medjool and Bismarck Palms to be removed (7 Total).  - $4,150 Total

**Palm Replacement**
1 - 20’ CT Medjool Palms – $6,000 Each
3 - 25’ CT Medjool Palms – $6,200 Each
1 – 20’ CT Bismarck Palms – $3,200 Each
2 – 25’ CT Bismarck Palms – $3,600 Each
3 – 20’ CT Ribbon Palms - $2,050 Each

*Note: Sod replacement is included in Palm Replacement fees.*

**TOTAL:** $45,300.00  
Forty Five Thousand Three Hundred Dollars.

**Payment Terms:**

- **INITIAL DEPOSIT** - An advance deposit of 50% of the TOTAL PROPOSED FEE is required for the scheduling of the commencement and securing plant material of the proposed work outlined above and shall be submitted with and become a part of this proposed agreement. If work has commenced, the deposit will not be refunded.

- **FINAL PAYMENT** – All remaining amounts due under this proposal agreement and approved change orders 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 feel free to contact us.

Kindest Regards,

Stanley Hinde  
Capital Land Management Corp.
By signing this agreement in the space provided below, Client and Contractor 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**

By: ______________________________
Name: ____________________________
Title: ____________________________
Date: _____________________________
MiraBay Blvd. 2, Tennis Center
S - Sylvester
M - Medjool
B - Bismarck
Q - Queen
F - Foxtail
Re - Reclinata
Ro - Royal
W - Washington
HW - Hardwood

F - Existing
F - To Be Replaced

Islebay
MiraBay Roundabout
Tab 14
MEMORANDUM

To:          Joe Roethke, Harbor Bay CDD Manager
From:      Thomas Burke / Greg Woodcock
Project:   Fishersound Localized Street Flooding Report
Date:   September 3, 2019

On August 20, 2019 Cardno staff visited Harbor Bay CDD to review reported standing water on Fishersound Lane. Cardno staff removed the stormwater structure lids starting at the most upstream structure and observed sediment and trash in the last two structures on Manns Harbor Drive prior to the outfall. Cardno recommends removing the collected sediment and trash from within the structures. The storm pipe should also be cleaned from its discharge point at the pond to the first upstream structure.

Below is an overall location map showing the drainage area associated with the reported localized street flooding.

Location Map
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD Manager

From: Thomas Burke / Greg Woodcock

Project: Manns Harbor Erosion Report

Date: September 3, 2019

On August 20, 2019 Cardno staff visited Harbor Bay CDD to review reported erosion on the side bank of the existing pond located adjacent to 308 Manns Harbor Drive. Cardno staff inspected the eroded area and noted that the potential cause of erosion may be due to runoff from the adjacent residence overtopping the existing retaining wall.

Two ways to approach a repair for this erosion are:

1. The CDD could repair the erosion on the side bank of the existing pond by installing filter fabric and rip rap rubble to eliminate the erosion in this area. Mowers would have to mow and trim around the proposed rip rap.

2. The second approach would be to install a yard drain on the residence side of the wall and install a drain pipe to the existing pond bottom. An edging barrier may be installed next to the wall to direct the water to the proposed yard drain and to eliminate runoff over the existing retaining wall.

Below is an overall location map showing the drainage area associated with the reported localized street flooding.

Location Map
Photo showing eroded pond side bank adjacent to 308 Manns Harbor Blvd.
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD Manager
From: Thomas Burke / Greg Woodcock
Project: Mirabay Blvd. Localized Street Flooding Report
Date: September 3, 2019

On August 20, 2019 Cardno staff visited Harbor Bay CDD to review reported standing water on Mirabay Blvd. between Merritt Island Drive and Tybee Island Drive. Cardno staff removed the stormwater structure lids and observed sediment in the existing structures. It was also noted during the inspection that the water levels in the structures where higher than the outfall ponds indicating that the existing stormwater culvert system is at least partially blocked. Cardno recommends removing the existing sediment from the structures and pipe to the outfalls to ensure the system is clear.

Below is an overall location map showing the drainage area associated with the reported localized street flooding.

Location Map
MEMORANDUM

To:         Joe Roethke, Harbor Bay CDD Manager
From:       Thomas Burke / Greg Woodcock
Project:   Harbor Bay Parcel 8 Runoff from Construction Site
Date:       September 3, 2019

On August 20, 2019 Cardno staff visited Harbor Bay CDD to review the report of runoff from Parcel 8 migrating from the site and into the Harbor Bay CDD stormwater system. During the site visit it was not raining but there was evidence that turbid water carrying silt was leaving the site and entering the existing stormwater drainage system. It was also observed that the pond located north of the north construction entrance contained turbid water. The soil tracking prevention device was not installed at the construction entrance in accordance with the detail for this BMP. Further, the silt fence needs to be extended to the entrance BMP to eliminate runoff from exiting the site.

Location Map
Photo showing turbid water in adjacent pond.

Photo showing construction entrance. Soil tracking/erosion measures were not evident at time of site review.
Photo showing silt fence close to construction entrance.
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD Manager

From: Thomas Burke / Greg Woodcock

Project: Tennis Court Drainage Review

Date: August 20, 2019

On August 19, 2019 Cardno staff visited Harbor Bay CDD to review reported standing water on the tennis courts and associated sidewalks around the courts and supporting facilities. According to a conversation with Dennis Despard during the site visit, the following items were identified as ongoing challenges at the tennis court related to drainage.

1. In general, the tennis courts are bordered by landscape islands which are higher than the adjacent sidewalks which is causing standing water on the sidewalks. In some cases the beds are higher than the courts which results in standing water on the court perimeters.
2. Runoff from the shoe cleaning collects into a yard drain with no outfall. Staff has to periodically empty the drain manually.
3. The tree located on the southwest side of the courts has roots migrating to the tennis courts.
4. Trench drain and associated discharge pipe installed around the perimeter of the center court fills with clay and clogs the discharge pipe frequently.

During the site visit the tennis courts were dry and did not have standing water, although there was evidence (i.e., water marks) of standing water on the courts and accumulated clay in the landscape beds and sidewalk areas. The referenced trench drain around the center court was mostly filled with clay and the discharged pipe clogged.

In the worst areas the existing sidewalk is lower than the adjacent landscape beds which is causing stormwater runoff to collect as it is blocked from reaching the storm drains or pervious areas. Over time the elevation of the existing plant beds has become higher than the adjacent sidewalk due to planting material, mulch and court clay. Further, the landscape hedge row is not allowing the stormwater runoff from the existing tennis courts to drain the existing inlets.

Below is an overall location map and associated photos from the site visit. A typical solution to this issue is to install a trench drain between the tennis courts and the landscaped area or between the sidewalk and the landscape island. It is recommended that a trench drain be installed along the edge of side between the hedge to collect the trapped runoff and convey it to the discharge point. In this location the drain would receive less clay material as it would the runoff would pass through the hedge row prior to entering the drain. An ongoing maintenance program would have to be implemented to remove the clay from all trench drains.

Cardno recommends cleaning the existing trench drain and associated discharge pipe from around the center court. We also recommend either relocating the shoe wash area to the corner of the building to reduce the water supply length and eliminate the limited storage capacity of the existing closed yard drain. In the relocated area the shoe wash machine could be piped to the adjacent grassed area to allow the water to percolate into the ground and not on the slab or stairs of the building. Cardno also recommends root pruning and installation of a root barrier to
prevent root migration and clay cracking/uplifting from the large tree located on the southwest side of the tennis courts.

Location Map

Photos showing hedge row next to existing tennis courts. This court has an existing trench drain around the court to capture the runoff from the courts. The trench drains are clogged with clay from the courts. Existing drains and pipe should be cleaned and inspected to verify the drainage is adequate to capture the runoff from the court without additional modifications.

Photo showing hedge row next to existing tennis courts. Photo also shows existing clay from the
courts migrating and settling into the landscape areas. This court does not have a trench drain system installed around the court. Cardno would recommend installing trench drain along the court edge or sidewalk edge to capture the runoff from the courts and put into the existing drainage system.

Photo showing existing shoe wash and inlet. Inlet does not have an outfall. Inlet fills up with clay from shoes and is an ongoing maintenance item. Provide piping to an inlet in the grassed area adjacent to the building.
Photos showing large tree on southwest side of the courts. Roots from this tree are migrating to the courts and lifting the courts. Recommend installation of root barrier to eliminate root migration to the court.
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD Manager
From: Thomas Burke / Greg Woodcock
Project: Harbor Bay Villemaire Road Drainage
Date: September 3, 2019

On August 20, 2019 Cardno staff visited Harbor Bay CDD to review the drainage on the south side of Villemaire Road. There is an existing drainage swale on the south side of Villemaire Road that conveys the water from west to east then to the south between the school site and Harbor Bay property. The swale was overgrown and the water was not flowing in the swale. We would recommend clearing the existing swale on the south side of the road to allow the water to be conveyed to the west. The sidewalk located between the new school and the Harbor Bay property should be evaluated for lowering or culvert added to allow conveyance of swale flow. The swale is located within the Hillsborough County right-of-way. Cardno recommends contacting the County and having them clear the swale to restore the stormwater conveyance to the west.

Location Map
Photo showing standing water on the existing sidewalk on the south side of Villemaire Rd.

Photo showing Hillsborough County on lid. Inlet is full of sediment.
Photo showing standing water in roadside swale. Also showing water on concrete sidewalk.

Photos showing overgrown vegetation in the swale on the south side of Villemaire Rd.
Tab 15
The Harbor Bay Community Development District has prepared this informational flyer to assist with the understanding of easements within the MiraBay community. Each MiraBay property lot located on a canal, within the area shown below, has several easements along the seawall. The intent of this document is to identify the easements and convey basic information to canal lot owners.

The information provided herein is based on a typical lot. Individual lots may have varying circumstances. Additional information may be obtained from the Hillsborough County Property Appraiser at www.hcpafl.org and the Hillsborough County Clerk at www.hillsclerk.com
MIRABAY COMMUNITY EASEMENT
INFORMATION FOR TYPICAL CANAL LOTS

PLAN VIEW OF EASEMENT LOCATIONS

10'-0" (MIN.)
REAR SETBACK TO POOL

5'-0"
DRAINAGE/ACCESS/SEAWALL EASEMENT

15'-0"
TIEBACK EASEMENT

PROPERTY LINE

FACE OF RETAINING WALL

INSIDE FACE OF ORIGINAL SEAWALL CAP

INSIDE FACE OF RETROFIT SEAWALL CAP

DOCK
CANAL

PATIO OR POOL DECK

HOUSE

POOL

PATIO OR POOL DECK

HOUSE
MIRABAY COMMUNITY EASEMENT
INFORMATION FOR TYPICAL CANAL LOTS

NO PORTION OF THE HOME OR HOME FOUNDATION MAY BE LOCATED IN THE "TIEBACK EASEMENT"

15'-0"
TIEBACK EASEMENT

10'-0" (MIN.)
REAR SETBACK TO POOL

5'-0"
RAILING OR SCREEN ENCLOSURE

4'-2"
GRASS DRAINAGE SWALE

SECTION VIEW OF EASEMENT LOCATIONS

9/9/2019
SHEET 3 OF 4
MIRABAY COMMUNITY EASEMENT INFORMATION FOR TYPICAL CANAL LOTS

DRAINAGE/ACCESS/SEAWALL EASEMENT:

The CDD has a perpetual non-exclusive private easement within the areas designated as "Drainage Easement" for drainage purposes and purposes incidental to drainage.

The CDD and HOA have a perpetual non-exclusive private easement within the areas designated as "Access Easement" for ingress and egress of pedestrians and equipment.

The CDD has a perpetual easement within the areas designated as "Seawall Easement" for installation, ownership, maintenance, and operation of a seawall.

The HOA has a perpetual non-exclusive private easement within the areas designated as "Seawall Easement" for ingress and egress over the top surface of the seawall to maintain any dock that the lot owner fails to maintain.

Lot owners should not construct any improvements that disrupt or alter the drainage areas or seawall without a written agreement with the CDD. Examples of the improvements noted above include the installation of ground pavers, attachments to the seawall, and holes for utilities drilled through the seawall.

TIEBACK ANCHOR EASEMENT:

The CDD has a perpetual easement within the areas designated as "Tieback Easement" for installation, ownership, maintenance, and operation of tiebacks and anchors related to the seawall. Subject to limitations and restrictions imposed herein, pools and pool decks may be located in the portions of the tieback easements. The CDD does not have the right to disturb pools or pool decks that have been installed by the lot owner within the tieback easement area provided that the pools and pool decks were installed in accordance with limitations and restrictions imposed by the developmental guidelines or recorded covenants and restrictions and not installed in a drainage/access/seawall easement.

Lot owners should not construct any improvements that enter, disrupt or alter the tieback areas without a written agreement with the CDD. An example of the improvements noted above include the installation of piles or grout injections under a retaining wall.

Easement information has been obtained from Hillsborough County Plat Book 93 / Page 34-2, Plat Book 94 / Page 41-2, Plat Book 98 / Page 55, Plat Book 98 / Page 69, and Plat Book 105 / Page 13.
Tab 16
As requested by Harbor Bay CDD, this memo represents Cardno’s review of Personal Watercraft (PWC) lifts throughout the Mirabay community in relation to the construction of new seawalls.

Based on a visual inspection and a review of typical PWC lift designs, it is our assessment that PWC lifts should have adequate room to operate after the construction of the new seawall.

Every PWC lift in the community were not inspected and measured. This assessment is based on typical configurations. However, based on the typical construction of PWC lifts, it our assessment that if a conflict were to occur with an atypical lift, modifications or adjustments could be made to restore its operation.

Figure 1 – Typical PWC Lift Installations
Figure 2 – Typical PWC Lift Construction
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<tr>
<th>Project</th>
<th>Cardno Project Manager</th>
<th>Task</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
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<td>Pool Project</td>
<td>Greg Woodcock</td>
<td>Submitted final documents to Health Department</td>
<td>In-Progress</td>
<td>10/1/2019</td>
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<td>Pool Retaining Wall Repair</td>
<td>Chris Gamache</td>
<td>Construction began 9-4-2019</td>
<td>Construction</td>
<td>9/30/2019</td>
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<td>Road Signage Compliance</td>
<td>Greg Woodcock</td>
<td>Work to began August 2019</td>
<td>Construction</td>
<td>9/27/2019</td>
</tr>
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<td>Mangrove Trimming</td>
<td>Eric Ebling - Suncoast Environment</td>
<td>Working with Suncoast Environmental to obtain proposal and schedule</td>
<td>In-progress</td>
<td>9/20/2019</td>
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<td>Seawall Maintenance</td>
<td>Chris Gamache</td>
<td>Memo in September Agenda</td>
<td>Complete</td>
<td>9/9/2019</td>
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<td>Canal Lights and Signage Maintenance</td>
<td>Greg Woodcock</td>
<td>Working with Hecker to obtain a proposal for each sign and light replacement as necessary</td>
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<td>9/20/2019</td>
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<td>Pool Area Palm Planter Updates</td>
<td>Greg Woodcock</td>
<td>Proposal in September Agenda from CLM</td>
<td>In-progress</td>
<td>10/25/2019</td>
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<tr>
<td>Public Facilities Report</td>
<td>Greg Woodcock</td>
<td>Report complete; Review by District Attorneys</td>
<td>In-progress</td>
<td>9/19/2019</td>
</tr>
<tr>
<td>Tennis Court Drainage</td>
<td>Greg Woodcock</td>
<td>Cardno reviewed and memo included in September Agenda. Working with Michael R regarding cleaning drains</td>
<td>In progress</td>
<td>10/10/2019</td>
</tr>
<tr>
<td>Round-a-bout Pavers</td>
<td>Greg Woodcock</td>
<td>Report and cost estimate in September Agenda</td>
<td>In-progress</td>
<td>9/15/2019</td>
</tr>
<tr>
<td>Seawall Easements</td>
<td>Chris Gamache</td>
<td>Flyer in September Agenda</td>
<td>Complete</td>
<td>9/5/2019</td>
</tr>
<tr>
<td>Jet Ski Lifts</td>
<td>Greg Woodcock</td>
<td>Memo in September Agenda</td>
<td>Complete</td>
<td>9/15/2019</td>
</tr>
<tr>
<td>Reserve Study</td>
<td>Greg Woodcock</td>
<td>Cardno to provide update and responsibilities to the Board</td>
<td>In-progress</td>
<td>9/25/2019</td>
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<td>Seawall Prioritization Maps</td>
<td>Chris Gamache</td>
<td>FSG going to provide detailed schedule of where they are going to start. Cardno provided FSG with map showing critical areas.</td>
<td>In-progress</td>
<td>9/25/2019</td>
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### Harbor Bay CDD
#### 2019 Project Tracker

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<th>Project Type</th>
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<th>Comments</th>
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<tr>
<td>Storm Drain Issues</td>
<td>3rd Qtr 2019</td>
<td>ongoing</td>
<td>sourcing vendors - Cardno</td>
</tr>
<tr>
<td>Equipment - HVAC Replace</td>
<td>2nd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>Reserve - unit 3, 10, 11 - waiting quote approval - TARGET DATE October 31, 2019</td>
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<tr>
<td>Flooring - Office/Stairwell</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>Sourcing vendors - TARGET DATE December 31, 2019</td>
</tr>
<tr>
<td>Grounds - Power washing</td>
<td>ongoing</td>
<td>ongoing</td>
<td>Currently working at Admiral Pointe wall, next is Mirabay Blvd past entrance gates</td>
</tr>
<tr>
<td>Grounds - sidewalk repairs</td>
<td>3rd Qtr 2019</td>
<td>1st Qtr 2020</td>
<td>Sourcing vendors - TARGET DATE March 31, 2020</td>
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<tr>
<td>Guard Shack, Doors South</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>Sourcing vendors - TARGET DATE December 31, 2019</td>
</tr>
<tr>
<td>Pavers-landscape</td>
<td>3rd Qtr 2019</td>
<td>1st Qtr 2020</td>
<td>Sourcing vendors - TARGET DATE March 31, 2020</td>
</tr>
<tr>
<td>Playground equipment</td>
<td>3rd Qtr 2019</td>
<td>3rd Qtr 2019</td>
<td>safety modifications - TARGET DATE September 20, 2019</td>
</tr>
<tr>
<td>Pool Bathroooms</td>
<td>3rd Qtr 2019</td>
<td>1st Qtr 2020</td>
<td>Sourcing vendors - TARGET DATE December 31, 2019</td>
</tr>
<tr>
<td>Roof Repairs</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>Quote approved - TARGET DATE September 30, 2019</td>
</tr>
<tr>
<td>Shade sails</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>NOC issued, waiting permits - TARGET DATE October 31, 2019</td>
</tr>
<tr>
<td>Painting Dock Lights</td>
<td>2nd Qtr 2019</td>
<td>8/30/2019</td>
<td>complete</td>
</tr>
</tbody>
</table>

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

Revised 9/10/2019
Tab 19
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: September 19, 2019

RE: Shrubbery Maintenance/Replacement Priorities

Issue:

Shrubbery Maintenance/Replacement Priorities

The Club Director met with a Capital Land Management designer and estimator to discuss proposals for replacing shrubbery in front of the tennis facility and clubhouse. Designs and renderings were provided for both locations and are under review. The Club Director requested additional designs and proposal for various other areas around the clubhouse and all the proposals, along with the total cost, will be provided later this month.

Based on previous proposals and research, estimate the cost to replace shrubbery in the various front areas of the Clubhouse will about $10,000. The estimated cost for shrubbery replacement for the tennis facility will be approximately $4,000.00.
Tab 20
The Club Director has coordinated a Mira Bay irrigation wet-check and inspection with Capital Land Management and LTK. The irrigation inspection is scheduled for September 25, 2019. During the wet-check and inspection, irrigation equipment that requires repair or replacement will be identified. The associated cost for the repairs and replacement of irrigation equipment will be provided following the inspection.
Tab 21
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: September 19, 2019

RE: FMX

Summary:
The maintenance software management system (FMX) will be used to manage work orders, preventative and ongoing maintenance tasks, inventory, as well as amenities scheduling.

Update:

CDD Staff has been working diligently with the FMX administrators this past month to ensure we are actively able to utilize this tool to its fullest potential. We have moved to implementation and are now live with the program, and have completed the following:

- Set up the user and request types
- Configured approval processes for scheduling
- Entered all of the applicable vendors as contacts in which we will assign tasks
- Configured the request form as well as the registration form
- Forwarded the scheduling and rental forms we are currently using
- Advised FMX of the information we want the community members to fill out when registering for an account
- Sent all of our guidelines to FMX
- Reviewed and distributed Training Videos /User guides
- Imported and assigned all of our planned maintenance tasks
- Imported the Google calendar for scheduling purposes
- Notified all Board members and applicable staff of their user names and passwords for monitoring and edited, as the need arises

To date, we:

- Have paid the initial set-up fee (for implementation and training) of $2,500 as well as the annual subscription fee of $4,102.08. These were paid on 5/15/19. There are no monthly fees – it is billed annually.
- Are vigorously working on uploading photos of all of our assets to FMX. There are special barcodes that we will order to place on necessary items
- Are entering all past projects/activities in which documentation may be necessary in the future. We are also uploading contracts, warranty information and expiration on applicable items.
- Are transitioning from the Google calendar to the FMX calendar for schedule integration. Target date to go live with this is 9/20/19.
TO: Board of Supervisors ("Board")
    Harbor Bay Community Development District ("District")
FROM: Harbor Bay Club Director
DATE: September 19, 2019
RE: Painting of Buildings

**Issue:**

Painting of Buildings.

The Club Director last met with paint Contractor representatives on September 9th, and was provided an update on the progress of the project. The project is about 70% complete. Remaining structures to be painted include Outfitters, tennis building, shed (near tennis building) and the guard houses. The project is about two weeks behind schedule due to previous weather conditions; however, completion of painting is still projected for mid-October.

Vendor site visit report is attached.
BASIC INFO

Survey completed by: Renee Cabrera
Site Visit Date: 09/09/2019
Site Visit Date: 09/09/2019
Project Name: Mira Bay
Project Owner Name: HOA
Project Manager Name: Michael Rodriguez
Painting Contractor Name: Siesta Key Decor

MAP & GPS INFO

Map of project location

Web link to project location map

Latitude: 27.7487 Longitude: -82.4177
Project Street Address: Manns Harbor Dr
Project City: Apollo Beach
Project State: Florida
Permit Box or Lot #

Notes
Clubhouse is complete. Front entrance tower is complete as well as walkway to outfitters and pool house.
Notes or comments:
Paint thickness is at proper millage according to specifications. Cut ins are all very neat and clean.
## SUBSTRATE 2

<table>
<thead>
<tr>
<th>Substrate Type:</th>
<th>Vinyl Siding / Shutters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Stage</td>
<td>Paint Application</td>
</tr>
<tr>
<td>Photo</td>
<td></td>
</tr>
</tbody>
</table>

Notes or comments:
Shutters and rafters are all neat and clean. Again, millage is good and according to specification
<table>
<thead>
<tr>
<th>Substrate Type:</th>
<th>Wood - Pressure Treated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Stage</td>
<td>Primer / Sealer Application</td>
</tr>
</tbody>
</table>
ADDITIONAL PHOTOS

Photo 1
Photo 2 Comment
Pool house is being completed today. There are pre-existing roller marks on the underside roofing from previous paint job, no by current punters.
OVERALL COMMENTS

Comments:
Project is approximately 70% complete. Items left are outfitters building, tennis building, golf cart shed and guard house.
According to Jim with siesta key, project is approximately 1 to 2 weeks behind due to previous weather conditions; however, he did state they are on schedule to complete by October.

THANK YOU for giving us the opportunity to serve you. Our goal is to provide you with the highest quality possible in products and services and to do our best to help insure that your overall painting project is a complete success.

Please be advised that Florida Paints and Coatings, LLC. and/or its agents, representatives, or independent contractors (collectively "Florida Paints") are not assuming any duty, express or implied, to supervise the application of Florida Paints products or to assure proper workmanship is performed regarding proper surface preparation, material handling, application techniques, or any factor beyond our control. The information supplied in this report is being furnished by Florida Paints free of charge as a courtesy, and is being provided “AS-IS” and with all faults. Accordingly, Florida Paints can not be liable for any negligently performed inspection, or otherwise.
To: Board of Supervisors ("Board")

Harbor Bay Community Development District

From: Cardno

RE: Pool Restrooms

Pool Restrooms

Due to the total cost of the CDS proposal Cardno recommended that we seek additional proposals for the pool restroom renovations.

The Board authorized Cardno to work with the Club Director to obtain additional proposals.

Proposals anticipated at the November meeting for consideration.
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: September 19, 2019

RE: Wolf Creek Shade Sails

The vendor was provided the deposit, they submitted a Notice of Commencement for the project and we are currently waiting for the permits to begin work. For permitting purposes, the vendor requested a site plan and survey that displays existing playground equipment and property lines. The vendor also advised that the shade structure requires a 25-foot setback from property lines. The District Engineer was informed of these requirements and is working on these two issues.
TO: Board of Supervisors (“Board”)
Harbor Bay Community Development District (“District”)

FROM: Harbor Bay Club Director

DATE: September 19, 2019

RE: Pressure Washing

Project:

Pressure Washing.

The highlighted area below will be the next to be pressure washed. The areas following in the attachment have already been pressure washed since the last Harbor Bay CDD meeting.
Tab 26
To: Board of Supervisors ("Board")
    Harbor Bay Community Development District

From: Cardno

RE: Pool Palm Planters/Landscape

Pool Palm Planters/Landscape

Cardno obtained a proposal from Capital Land Management to remove and reconstruct planters around the pool area in the amount of $50,237.00. This price includes 13 planters and removal of 3 existing palms. If the palms are not removed the cost for the planters is $46,637. Canin estimate was $48,750. Attached are sketches provided by CLM for the planters.
EXISTING PALMS TO REMAIN

LIRIOPE

STONE VENEER
(Veneer to match existing stone at Amenity.)

New paver veneer and precast concrete cap
Existing concrete curbs

Existing palms
August 28, 2019

Michael Rodriguez  
The MiraBay Club  
Harbor Bay CDD  
107 Manns Harbor Drive  
Apollo Beach, Florida 33572  
813-649-1500

Re: MiraBay  
Apollo Beach, Florida

Dear Mr. Rodriguez:
Capital Land Management is pleased to provide a proposal for Planter removal and modification for MiraBay Amenity Revitalization. Scope of services shall be limited to plan sheet LA-01 dated 01/15/2019 by Canin Associates. Please refer to the following pages for our qualifications and exclusions.

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

Sincerely,

Stanley Hinde  
Project Manager  
Design-Build Division
Price includes providing all supervision, labor, equipment, and materials required to install and modify planters. In addition to modification and removals of planters, price also includes removal of 3 palm trees as specified on plans.

**TOTAL PRICING: $50,237.00**
For the sum of Fifty Thousand, Two Hundred Thirty Seven Dollars.

**NOTE:**
Paver price may increase due to availability of matching paver.
Excluded: Replacing/install of Foxtail Palm
Excluded: Existing Planter Repair (If Required)
Included: Any material required for installation (Pavers, Material, Delivery).
Excluded: Bond (if required) are not included in the above price.
Excluded: New landscape for planters.

Total Pricing is limited to plan sheet LA-01 dated 01/15/2019 by Canin Associates and is limited only to planter work. Expanding paver areas, patio areas, new pool fence, shade sails, expanded pool deck, fire pit, etc., are not included in this proposal.

ADD OPTION #001 – Keep 3 palm trees, do not remove: Deduct $3,600.00 from the above total.

**Payment Terms:**

- **DEPOSIT** - An advance deposit of 50% of the TOTAL PROPOSED FEE is required for the scheduling of the commencement and securing material of the proposed work outlined above and shall be submitted with and become a part of this proposed agreement. The DEPOSIT is only refundable prior to the commencement of the work. If work has commenced, the deposit will not be refunded.

- **DUE** – All remaining amounts due under this proposal agreement and approved change orders, other than the DEPOSIT, 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 feel free to contact us.

Kindest Regards,

**Stanley Hinde**

Stanley Hinde
Capital Land Management Corp.
By signing this agreement in the space provided below, Client and Contractor 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: _____________________________

Harbor Bay CDD

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________
Tab 27
To: Board of Supervisors ("Board")

Harbor Bay Community Development District

From: Cardno

RE: Facilities Report

Cardno internal comments incorporated into report. Will send to legal 8/7/2019 for review and comment. The report will be on the agenda for the September meeting.
To: Board of Supervisors ("Board")

Harbor Bay Community Development District

From: Cardno

RE: Pool Mooring Post Repair

Pool Mooring Post Repair

Construction is underway. Remaining Schedule is as follows;

1. 9-12-2019 – Hecker is placing the pool retaining wall side walk/cap.

2. 9-18-2019 – Hecker Construction will have decking re-installed and fence back up so that the pool can be re-opened.

3. 9-25-2019 – Anticipated project completion date.
Tab 29
To:    Board of Supervisors ("Board")

        Harbor Bay Community Development District

From:  Cardno

RE:    Street Signs

Construction is underway. Signage work to be completed by 10-1-2019. Cardno will inspect the modified street signs and provide certification for Hillsborough County Sherriff’s Enforcement agreement. 10-15-2019. Project Complete.
Tab 30
To: Board of Supervisors (“Board”)
   Harbor Bay Community Development District

From: Joe Roethke/Rizzetta

RE: ADA Website Update

New ADA Website

Contract with ADASC has been executed and they are currently working on building the framework for the new website. An amendment may be needed to add hosting to the agreement with ADASC, they are looking into that now. I am compiling documents for the website, and I will send those over to ADASC once they are ready to add those to the new site.
To:  Board of Supervisors (“Board”)

Harbor Bay Community Development District

From: Joe Roethke/Rizzetta

RE: AIG Claim Update

AIG Claim

AIG has assigned this matter to Carlton Fields out of Miami, and Gray Robinson has been in contact with them. They did communicate a desire to resolve this issue, but it is still early on in that process. District Counsel is working on providing sanitized defense invoices to show what was spent by the CDD on this claim, which Carlton Fields will then review.
Tab 32
To: Board of Supervisors ("Board")

Harbor Bay Community Development District

From: Cardno

RE: Canal Navigation Lights

This project has a two part process. Hecker will be providing a proposal to Cardno to review the existing signage and lights and provide a summary of the signage and lights that need repair. Once this part is completed, based on Hecker’s report he will provide a proposal to repair or replace any lights and signs as necessary. Cardno will provide the proposal to the board for step one at the September Board meeting. The report outlining the repairs and proposal for the repairs will be presented at the October Board meeting.
Tab 33
MEMORANDUM

TO: Harbor Bay Community Development District
    Board of Supervisors

FROM: Michael C. Eckert
       Sarah R. Sandy


DATE: September 3, 2019

Please find attached to this memorandum an updated version of the Harbor Bay Community Development District’s (the “District’s”) Rules of Procedure (the “Rules”). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact either of us via e-mail at MichaelE@hgslaw.com, or SarahS@hgslaw.com, or via phone at 850-222-7500.

Costs Associated with Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District’s Financial Disclosure Coordinator (the “Coordinator”) (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.
Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended, or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity, but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.
Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes, but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor’s pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.
Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to $2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of $200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).
Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).
AMENDED AND RESTATED
RULES OF PROCEDURE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF ________, 2019

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Rule 1.0  General.

(1) The Harbor Bay Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Rule 1.1  Board of Supervisors; Officers and Voting.

(1)  Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a)  Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b)  Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c)  Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d)  Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2)  Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a)  The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable
to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District’s manager (“District Manager”) or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District’s behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) **Committees.** The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) **Record Book.** The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) **Meetings.** For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) **Voting Conflict of Interest.** The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.
If the Board member was elected at a landowner’s election or appointed to fill a vacancy of a seat last filled at a landowner’s election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board’s Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member’s vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner’s election or appointed to fill a vacancy of a seat last filled at a landowner’s election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Rule 1.2  District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) **District Offices.** Unless otherwise designated by the Board, the official District office shall be the District Manager’s office identified by the District Manager. If the District Manager’s office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer’s reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) **Public Records.** District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager’s office during regular business hours. Certain District records can also be inspected and copied at the District’s local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed...
as the District’s records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) **Service Contracts.** Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor’s duty to comply with public records laws.

(4) **Fees; Copies.** Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word “extensive” shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce
the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) **Records Retention.** The Secretary of the District shall be responsible for retaining the District’s records in accordance with applicable Florida law.

(6) **Policies.** The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) **Financial Disclosure Coordination.** Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (“Commission”). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District (“Reporting Individual”). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person’s name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person’s e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.
Rule 1.3  Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: “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 (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”

(e) The following or substantially similar language: “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.”
(f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

(2) **Mistake.** In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) **Agenda.** The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment
Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.

Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District’s website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and
published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) **Participation by Teleconference/Videoconference.** District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) **Board Authorization.** The District has not adopted Robert’s Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) **Continuances.** Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) **Attorney-Client Sessions.** An Attorney-Client Session is permitted when the District’s attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District’s attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to
litigation expenses or as may be authorized by law. Only the Board, the District’s attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board’s discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) **Internal Controls.** The District shall establish and maintain internal controls designed to:

(a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and

(b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; and

(c) Support economical and efficient operations; and

(d) Ensure reliability of financial records and reports; and

(e) Safeguard assets.

(2) **Adoption.** The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.


(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing
by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) **Rule Development Workshops.** Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) **Petitions to Initiate Rulemaking.** All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) **Rulemaking Materials.** After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;
(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) **Variances and Waivers.** A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions
raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District’s statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
“Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

“Design-Build Firm” means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

“Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

“Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

“Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds
that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.

(l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
“Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

“Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.
(q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.


(1) **Scope.** The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) **Qualifying Procedures.** In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) **Public Announcement.** Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the
right to reject any and all qualifications, and such reservation shall be included in
the published notice. Consultants not receiving a contract award shall not be
entitled to recover from the District any costs of qualification package preparation
or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the
notice described in section (3) of this Rule regarding qualifications and
performance ability, as well as any statements of qualifications on file. The
Board shall conduct discussions with, and may require public
presentation by consultants regarding their qualifications, approach to the
Project, and ability to furnish the required services. The Board shall then
select and list the consultants, in order of preference, deemed to be the
most highly capable and qualified to perform the required Professional
Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed
by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant’s past performance;

(iv) The willingness of each consultant to meet time and budget
requirements;

(v) The geographic location of each consultant's headquarters, office
and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant;
and

(vii) The volume of work previously awarded to each consultant by the
District.

(b) Nothing in these Rules shall prevent the District from evaluating and
eventually selecting a consultant if less than three (3) Responsive
qualification packages, including packages indicating a desire not to
provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other
than the full Board, the selection made will be presented to the full Board
with a recommendation that competitive negotiations be instituted with the
selected firms in order of preference listed.
(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
(6) **Contracts; Public Records.** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) **Continuing Contract.** Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) **Emergency Purchase.** The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“Committee”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee
determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm’s qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms’ respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) **Contract.** Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) **Notice of Award.** Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Rule 3.3 Purchase of Insurance.

(1) **Scope.** The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) **Procedure.** For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company’s headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase
insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Law Implemented: § 112.08, Fla. Stat.
Rule 3.4 Pre-qualification

(1) **Scope.** In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) **Procedure.** When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or
responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) **Suspension, Revocation, or Denial of Qualification**

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

   i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

   ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

   iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

   iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

   v. The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

   vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor’s pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

   i. Impacts on project schedule, cost, or quality of work;

   ii. Unsafe conditions allowed to exist;

   iii. Complaints from the public;

   iv. Delay or interference with the bidding process;

   v. The potential for repetition;

   vi. Integrity of the public contracting process;

   vii. Effect on the health, safety, and welfare of the public.

Rule 3.5  Construction Contracts, Not Design-Build.

(1) **Scope.** All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) **Procedure.** When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker’s compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in
accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; 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.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) **Sole Source; Government.** Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) **Contracts; Public Records.** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) **Emergency Purchases.** The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) **Exceptions.** This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public’s best interest to perform the project using its own services, employees, and equipment.

Rule 3.6  Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

   a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

   b. Hold all required applicable federal licenses in good standing, if any;

   c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

   d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker’s compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may
be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the
Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified
Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) **Exceptions.** This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public’s best interest to perform the project using its own services, employees, and equipment.

Rule 3.7  Payment and Performance Bonds.

(1) **Scope.** This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) **Required Bond.** Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) **Discretionary Bond.** At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Law Implemented: § 255.05, Fla. Stat.
Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;
(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; 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.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the
lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct
purchase of the goods, supplies, and materials without further competitive selection processes.

(3) **Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6.** There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) **Exemption.** Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) **Renewal.** Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) **Emergency Purchases.** The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.


Rule 3.9 Maintenance Services.

(1) **Scope.** All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) **Procedure.** When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;
(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; 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.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be
entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District’s intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District’s ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District’s ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District’s ranking or intended award. 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District’s intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District’s competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,
3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. 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 the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) **Contract Execution.** Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) **Informal Proceeding.** If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) **Formal Proceeding.** If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;
(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) **Intervenors.** Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) **Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest.** If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District’s best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) **Settlement.** Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 190.033, Fla. Stat.
Rule 4.0  Effective Date.

These Rules shall be effective __________, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

AMENDED AND RESTATED
RULES OF PROCEDURE
COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

(1) The _______________________ Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located, and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and
conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District’s manager (“District Manager”) or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District’s behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

3 Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

4 Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

5 Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

6 Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.
If the Board member was elected at a landowner’s election or appointed to fill a vacancy of a seat last filled at a landowner’s election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board’s Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member’s vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner’s election or appointed to fill a vacancy of a seat last filled at a landowner’s election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager’s office identified by the District Manager. If the District Manager’s office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;
(b) Official minutes of meetings, including adopted resolutions of the Board;
(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
(d) Adopted engineer’s reports;
(e) Adopted assessment methodologies/reports;
(f) Adopted disclosure of public financing;
(g) Limited Offering Memorandum for each financing undertaken by the District;
(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
(i) District policies and rules;
(j) Fiscal year end audits; and
(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager’s office during regular business hours. Certain District records can also be inspected and copied at the District’s local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed...
as the District’s records custodian. Regardless of the form of the request, any
Board member or staff member who receives a public records request shall
immediately forward or communicate such request to the Secretary for
coordination of a prompt response. The Secretary, after consulting with District
Counsel as to the applicability of any exceptions under the public records laws,
shall be responsible for responding to the public records request. At no time can
the District be required to create records or summaries of records, or prepare
opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include
provisions required by law that require the contractor to comply with public
records laws. The District Manager shall be responsible for initially enforcing all
contract provisions related to a contractor’s duty to comply with public records
laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting
person at a charge of $0.15 per page for one-sided copies and $0.20 per page for
two-sided copies if not more than 8 ½ by 14 inches. For copies of public records
in excess of the sizes listed in this section and for outside duplication services, the
charge shall be equal to the actual cost of reproduction. Certified copies of public
records shall be made available at a charge of one dollar ($1.00) per page. If the
nature or volume of records requested requires extensive use of information
technology resources or extensive clerical or supervisory assistance, the District
may charge, in addition to the duplication charge, a special service charge that is
based on the cost the District incurs to produce the records requested. This charge
may include, but is not limited to, the cost of information technology resource,
employee labor, and fees charged to the District by consultants employed in
fulfilling the request. In cases where the special service charge is based in whole
or in part on the costs incurred by the District due to employee labor, consultant
fees, or other forms of labor, those portions of the charge shall be calculated based
on the lowest labor cost of the individual(s) who is/are qualified to perform the
labor, taking into account the nature or volume of the public records to be
inspected or copied. The charge may include the labor costs of supervisory and/or
clerical staff whose assistance is required to complete the records request, in
accordance with Florida law. For purposes of this Rule, the word “extensive”
shall mean that it will take more than 15 minutes to locate, review for confidential
information, copy and re-file the requested material. In cases where extensive
personnel time is determined by the District to be necessary to safeguard original
records being inspected, the special service charge provided for in this section
shall apply. If the total fees, including but not limited to special service charges,
are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing
work on the request, the District will inform the person making the public records
request of the estimated cost, with the understanding that the final cost may vary
from that estimate. If the person making the public records request decides to
proceed with the request, payment of the estimated cost is required in advance.

Should the person fail to pay the estimate, the District is under no duty to produce
the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District’s records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (“Commission”). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District (“Reporting Individual”). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person’s name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person’s e-mail address.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language:- “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 (___) ______. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”

(e) The following or substantially similar language: “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.”
(f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seventy-two (72) hours seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment
(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District’s website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and
(10) **Participation by Teleconference/Videoconference**. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) **Board Authorization**. The District has not adopted Robert’s Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) **Continuances**. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

   (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

   (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

   (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) **Attorney-Client Sessions**. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy.
related to litigation expenses or as may be authorized by law. Only the Board, the District’s attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board’s discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
(b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Rule 2.0  Rulemaking Proceedings.

(1)  Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2)  Notice of Rule Development.

(a)  Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b)  All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.


(a)  Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing.
by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
(6) **Rulemaking Materials.** After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) **Hearing.** The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) **Emergency Rule Adoption.** The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

(9) **Negotiated Rulemaking.** The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
(10) **Rulemaking Record.** In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) **Petitions to Challenge Existing Rules.**

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the
existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;
(ii) Rule upon offers of proof and receive relevant evidence;
(iii) Regulate the course of the hearing, including any pre-hearing matters;
(iv) Enter orders; and
(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;
(ii) The type of action requested;
(iii) The specific facts that would justify a waiver or variance for the petitioner; and
(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) or ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District’s statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District’s action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one two million dollars ($12,000,000), for a study activity when the fee for such Professional Services to the District does not exceed one two hundred thousand dollars ($1200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
(d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) “Design-Build Firm” means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds
that the delay incident to competitive purchase would be detrimental to the
interests of the District. This includes, but is not limited to, instances
where the time to competitively award the project will jeopardize the
funding for the project, will materially increase the cost of the project, or
will create an undue hardship on the public health, safety, or welfare.

(i)  “Invitation to Bid” is a written solicitation for sealed bids with the title,
date, and hour of the public bid opening designated specifically and
defining the commodity or service involved. It includes printed
instructions prescribing conditions for bidding, qualification, evaluation
criteria, and provides for a manual signature of an authorized
representative. It may include one or more bid alternates.

(j)  “Invitation to Negotiate” means a written solicitation for competitive
sealed replies to select one or more vendors with which to commence
negotiations for the procurement of commodities or services.

(k)  “Negotiate” means to conduct legitimate, arm’s length discussions and
conferences to reach an agreement on a term or price.

(l)  “Professional Services” means those services within the scope of the
practice of architecture, professional engineering, landscape architecture,
or registered surveying and mapping, as defined by the laws of Florida, or
those services performed by any architect, professional engineer,
landscape architect, or registered surveyor and mapper, in connection with
the firm's or individual's professional employment or practice.

(m)  “Proposal (or Reply or Response) Most Advantageous to the District”
means, as determined in the sole discretion of the Board, the proposal,
reply, or response that is:

(i)  Submitted by a person or firm capable and qualified in all respects
to perform fully the contract requirements, who has the integrity
and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to
Negotiate, or Competitive Solicitation as determined by the Board;
and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n)  “Purchase” means acquisition by sale, rent, lease, lease/purchase, or
installment sale. It does not include transfer, sale, or exchange of goods,
supplies, or materials between the District and any federal, state, regional
or local governmental entity or political subdivision of the State of
Florida.
(o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.
(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.


(1) **Scope.** The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) **Qualifying Procedures.** In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:

(a) Hold all required applicable federal licenses in good standing, if any;
(b) Hold all required applicable state professional licenses in good standing;
(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
(d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) **Public Announcement.** Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive

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The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant’s past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant’s headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board.
with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.
Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) **Contracts; Public Records.** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) **Continuing Contract.** Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) **Emergency Purchase.** The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the audit selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditors selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, some or all of whom must also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
(i) Hold all required applicable federal, state professional licenses in good standing, if any;

(ii) Hold all required applicable state professional, federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Understanding of scope of work;

(iv) Ability to furnish the required services; and

(v) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
(5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) **Committee’s Evaluation of Proposals and Recommendation.** The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm’s qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) **Board Selection of Auditor.**

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms’ respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm, or document in its public records the reason for not selecting the highest-ranked qualified firm.
(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) **Contract.** Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than **June 30** of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. **The maximum contract period including renewals shall be five (5) years.** A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) **Notice of Award.** Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule
shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company’s headquarters and
offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Law Implemented: § 112.08, Fla. Stat.
Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or
responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold the required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) **Suspension, Revocation, or Denial of Qualification**

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor’s pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

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viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

Rule 3.5  Construction Contracts, Not Design-Build.

(1) **Scope.** All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) **Procedure.** When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as including but not limited to, reemployment assistance, safety, tax withholding, worker’s compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in
accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; 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.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) **Sole Source; Government.** Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) **Contracts; Public Records.** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) **Emergency Purchases.** The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) **Exceptions.** This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract;

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public’s best interest to perform the project using its own services, employees, and equipment.

Rule 3.6  Construction Contracts, Design-Build.

(1) **Scope.** The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) **Procedure.**

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) **Qualifications-Based Selection.** If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) **Competitive Proposal-Based Selection.** If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,
competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
   a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
   b. Hold all required applicable federal licenses in good standing, if any;
   c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
   d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as including but not limited to reemployment assistance, safety, tax withholding, worker’s compensation,
unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand
delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
(3) **Contracts; Public Records.** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) **Emergency Purchase.** The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) **Exceptions.** This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public’s best interest to perform the project using its own services, employees, and equipment.

Rule 3.7  Payment and Performance Bonds.

(1)  **Scope.** This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2)  **Required Bond.** Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3)  **Discretionary Bond.** At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.


Law Implemented: § 255.05, Fla. Stat.
Rule 3.8 Goods, Supplies, and Materials.

1. Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

2. Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

   a. The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

   b. Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

   c. The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

   d. If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

   e. In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

      i. Hold the required applicable state professional licenses in good standing;

      ii. Hold all required applicable federal licenses in good standing, if any;
(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; 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.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the
lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) bids, proposals, replies, Responsive Bids, Proposals, Replies, or responses, Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best
interests of the District, which steps may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Rule 3.9 Maintenance Services.

(1) **Scope.** All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) **Procedure.** When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;
(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; 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.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be
entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer—a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Rule 3.11  **Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**
Rule 3.11 Protests

with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District’s intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District’s ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District’s ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District’s ranking or intended award. 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District’s ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District’s competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require...
any person who files a notice of protest must post the protest bond in the amount equal to 1% of the anticipated contract amount that is the subject of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. 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 the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;
(d) Enter orders; and
(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District’s best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Rule 4.0 Effective Date.

These Rules shall be effective _____________, 2018-2020, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

NOTICE OF RULE DEVELOPMENT BY THE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Harbor Bay Community Development District (“District”) hereby gives notice of its intention to develop Amended and Restated Rules of Procedure to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager, c/o Rizzetta & Company, 9428 Camden Field Parkway, Riverview, Florida 33578, Phone: (813) 533-2950.

Joe Roethke, District Manager
Harbor Bay Community Development District

Run Date: ___________, 2019

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]
NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED RULES OF PROCEDURE OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Harbor Bay Community Development District ("District") on ___________, 2019, at _____ __.m. at the Mirabay Clubhouse, 107 Manns Drive, Apollo Beach, Florida 33572.

In accord with Chapters 120 and 190, *Florida Statutes*, the District hereby gives the public notice of its intent to adopt its proposed Amended and Restated Rules of Procedure. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the ______________________ on ______________, 2019.

The Amended and Restated Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes* (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager’s Office at Rizzetta & Company, 9428 Camden Field Parkway, Riverview, Florida 33578 or by calling (813) 533-2950.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager’s Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Harbor Bay Community Development District
Joe Roethke, District Manager

Run Date: ____________

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]
Tab 34
September 10, 2019

Mr. Greg Woodcock
Project Manager
Cardno
20215 Cortez Blvd.
Brooksville, FL 34601

RE: Proposal for Miscellaneous Consulting Services – Harbor Bay – Bay Breeze Development, Apollo Beach Florida

Pursuant to your request, Cardno is pleased to submit the following technical and cost proposal for conducting review of various environmental site assessment reports previously conducted for the subject property and supplemental assessment activities as necessary. As discussed during our telephone conversation, the following outlines our proposed initial and potential scope of services; however, additional services may be required of Cardno and can be provided at the Clients request.

SCOPE OF SERVICES

Cardno will review the existing documents and coordinate with prospective buyer’s attorney in an effort to evaluate the need for supplemental assessment and/or remedial site cleanup, associated costs, and timeframes. Cardno will help develop strategies that will minimize client’s potential long-term liabilities and impacts for site redevelopment activities.

The following proposal outlines the tasks and associated costs to complete the above scope:

TASK 1: Historical Documentation Review

- Review documentation reports prepared by previous consultants proposals, correspondence and associated reports/data.
- Conduct site visits, telephone conversations and attend various meetings as necessary and;
- Prepare necessary written correspondence.

TASK 2: Conduct Supplemental Site Assessment Activities

- Prepare sampling work plan.
- Conduct limited soil assessment/confirmatory soil sampling and laboratory analysis for contaminants of concern identified in Task 1 above to confirm effectiveness of the previous remedial activities.
- Conduct telephone conversations and attend various meetings as necessary and;
COMPENSATION

Task 1: The above services will be billed on a time and materials basis with a not to exceed budget of $3,500 and will not be exceeded without prior approval.

Task 2: The anticipated supplemental assessment activities range from $12,000 to $20,000; a detailed scope and fee will be prepared based on the results of the Task 1 review and provided to the client for review and authorization prior to implementation.

We appreciate your consideration of our firm for this work and look forward to working with you on this project. If you have any questions or need any additional information, please do not hesitate to call me at 727-639-5565 or email at rick.hagberg@cardno.com.

Sincerely,

Acceptance / Notice to Proceed:

Richard L. Hagberg, PG
Senior Principal,
Environmental Practice Group Leader

Date:______
Tab 35
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: August 27, 2019

RE: Pond Fountain Replacements

Over the course of the last year the District has spent over $11,500.00 on fountain service repairs and maintenance for the two pond fountains located at the entrance of Mira Bay.

Instead of spending District funds on future fountain repairs, the Harbor Bay Club Director recommends replacing them with Aqua Master fountains, as recommended by the District's fountain maintenance vendor.

The advantages the Aqua Master fountains have over the old Aqua Control fountains include the following:

- The intake screen is located closer to the surface and it has two semicircular sections. This allows for better accessibility and more effective cleaning.
- The drive shaft is shorter and less likely to have shell fragments jam it. This expensive issue has occurred in the past.
- The Captiva display pattern is created by a nozzle with no small orifices to clog (unlike the old fountains).

The total cost for two new fountains is $33,880.00 ($16,940.00 per fountain).

Warranty Information:
- Manufacturer warrants each fountain for four (4) years from the date of installation against any defects in materials and workmanship.
- Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
- Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.

Attached is the fountain replacement proposal.
FOUNTAIN INSTALLATION CONTRACT

PROPERTY NAME: Harbor Bay CDD
CONTRACT DATE: August 15, 2019
SUBMITTED TO: Elliot Moseley
SUBMITTED BY: Chris Bryne
SPECIFICATIONS: Sites #1 and #2

Fountain Installation:
1. Contractor will install the following floating surface aerators:
   2. AquaMaster Masters Series 7.5 HP (208-240V/3PH)**
      Each Includes: Captiva Nozzle
                      Standard Stainless Steel Intake Debris Screen
                      175 ft. of underwater power cable
                      Underwater Oil Cooled motor w/ Thermal Protection
                      Control Panel (UL Listed / NEMA Rated)
                      GFCl Protection Breaker
                      Control Breaker
                      Motor Starter / Contactor
                      Motor Overload Protection Assembly
                      Automatic Digital Programmable Timer*
                      Control Fuse Protection
                      Motor Start & Run Capacitors**
      All labor and parts necessary for proper installation

* Automated digital timer that includes complete daily programmability, automatic adjustments for daylight savings time, battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.

   Easy programming with daily, weekly & impulse programming (up to 20 events)
   LED power indicator
   LCD screen display
   Lithium battery for memory backup
   Three-way operation manual
   Digital Electronics time switch
   One touch, multi-functional keys

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SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)
Motor capacitors being placed in the fountain control panel instead of being built into the fountain motor power unit helps to provide much simpler and cost-effective ongoing maintenance and improves overall durability and long term performance of the fountain motor.

For all three-phase units customer must provide 208/240V power source with a 3-pole breaker for fountain control panel electrical connection, and a suitable structure adjacent to the power source to which the control panel will be mounted. Power Source must be configured with 4 wire (3 hots + 1 neutral) and 1 ground wire for Control Panel to be connected. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

**Lighting Installation:**

1. Floating Fountains will include the AquaMaster LED Lighting Package
   Each Includes:
   - 4 Underwater Lights (35 Watt)
   - Lighting Controls mounted in the Fountain Control Panel
   - GFCI Protection Breaker
   - Control Breaker
   - **Automatic Digital Programmable Timer**
     - Control Fuse Protection
     - 175 ft. of underwater power cable
   - All labor and parts necessary for proper installation

   * Automated digital timer that includes complete daily programmability, automatic adjustments for daylight savings time, battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.
     - Easy programming with daily, weekly & impulse programming (up to 20 events)
     - LED power indicator
     - LCD screen display
     - Lithium battery for memory backup
     - Three-way operation manual

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)
Digital Electronics time switch
One touch, multi-functional keys

General:
1. Contractor is an AquaMaster Certified Sales, Service, and Repair Company.
2. All electrical work performed as part of the above installation will be done in accordance with all state and local codes, by a person licensed to perform such work.
3. All AquaMaster Fountains & Aerators are total component UL LISTED (includes control panel, underwater cable, and power unit).
4. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
5. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
6. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
7. Contractor will maintain general liability and workman’s compensation insurance.
8. While SÖLitude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remediing. By signing this agreement, the customer acknowledges that they have informed SÖLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.
9. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.
10. The customer covenants and agrees to pay reasonable attorney’s fees and all other related costs and expenses SÖLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.
Warranty:

1. Contractor warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants each fountain for four (4) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
5. Contractor warrants all labor and parts necessary for installation of the fountain aeration system for a period of one year from the date of installation.
6. The manufacturer’s warranty and the SÔLitute Lake Management® warranty will be voided if:
   a. Any person not specifically authorized by the manufacturer and by SÔLitute Lake Management® performs any service, repair, or other work to the fountain aeration system.
   b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer’s instructions.
AquaMaster 7.5HP Masters Series Installation Contract
Harbor Bay CDD (197688) - SG
Page 5 of 5

CONTRACT PRICE: $33,880.00*  ($16,940.00 per fountain)  Plus applicable sales tax

*Price includes freight charges. Contract is valid until December 31 of the calendar year in which it was written.

PAYMENT TERMS:
1. A deposit of 50% of the contract price will be due upon approval of the contract.
2. The remaining 50% balance will be payable upon completion of the contract work. For any work completed or materials in storage on the customer’s behalf at the end of each month, the contractor will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid.
3. Remit Payment To: 1320 Brookwood Drive, Suite H, Little Rock, AR 72202

APPROVED:

______________________________
(Authorized Signature)

______________________________
(Print Name and Title)

______________________________
Harbor Bay CDD

______________________________
(Date)

SŌLitude Lake Management®

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SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)
Tab 36
TO:        Board of Supervisors ("Board")
        Harbor Bay Community Development District ("District")
FROM:     Harbor Bay Club Director
DATE:     September 19, 2019
RE:       Concrete Sidewalk Replacement

Since May 2019, the Club Director has been made aware of at least three residents suffering
significant injuries caused by tripping and falling due to raised sidewalks, the latest occurring
September 5, 2019. Due to resident safety concerns caused by this issue, the Club Director
recommends that attached proposal be approved. **Total cost is $31,358.80.**

The CDD maintenance staff and the vendor surveyed the community and primarily focused on
the sidewalks where there was significant uplifting and/or damage. The following criteria for
grinding and replacement was utilized:

- If the sidewalk is uplifted 1" or less, it will be grinded down.
- If the sidewalk is uplifted 1" or more, it will be replaced.
- If the sidewalk has already been grinded down but has lifted again or moved/displaced, it will
be replaced.

Of note, ADA general guidelines considers a sidewalk not accessible if there is a change in
level of a half inch or higher. A change of level less than ¼ inch is acceptable.

The vendor will not install root barriers but, he will cut the roots out of the areas where the
sidewalks are replaced. The vendor advised that oak tree roots can run deep and eventually
can uplift the sidewalks again. As a reminder, when dealing with oak trees and their roots,
grinding sidewalks is a temporary solution, but for resident safety reasons, a necessary
solution.

Attached is the proposal from WCP Construction INC.
(Since obtaining this quote in July, the maintenance staff has identified additional areas that
need to be replaced and the vendor has agreed that he will do additional work at his current
rates if requested).
TO Harbor Bay CDD
107 Manis Harbor Dr
Apollo Beach FL 33572

ATTN: Michael Rodriguez

Description
Scope: Concrete sidewalks

Remove sections of lifted concrete sidewalk due to oak tree roots lifting.
Dispose of concrete.

Pool area
Cut and Remove 25 sqft of concrete and excavate and install 5 " Drain Install
3000 psi concrete with fiber.
Front Clubhouse
Remove and replace 10 sections sidewalks with 1 section with radius
Grind 5 sections of raised edge concrete to acceptable height.
Bridge Manns Harbor
Remove and replace 26 sections of sidewalks
Grind 10 sections of raised edge to acceptable height.
Wolf creek
Remove and replace 3 sections of sidewalks
Grind 3 sections of sidewalks.
Tennis Court area
Remove and replace 34 sections of concrete.
Grind 8 sections of raised edge of concrete sidewalks
Saw cut 4 sections for removal.
Ibisview Dr.
Remove and replace 26 sections of concrete sidewalks.
Grind 10 sections of raised edge of sidewalks.
Replace 1 section apron with treads for crosswalk.
Seatout
Remove and replace 2 sections of concrete sidewalks
Grind 2 sections of raised edge of sidewalks.
Tortoise
Grind 3 sections of sidewalks raised edge.
Mirabay Blvd.
Grind 1 section of raised edge sidewalk.
Tybee Island Dr.
Saw cut 2 sections
Replace section of apron Grind 5 sections of raised edge sidewalks.
Bailbay
Remove and replace 7 sections of concrete sidewalks
Grind 3 sections of raised concrete sidewalks
Boat lift area
Remove and replace 2 sections with radius concrete sidewalks.
Acres Cove
Remove and replace 6 sections of concrete sidewalks
Pour 4 sections 6” thick for vehicle crossing
Grind 1 section of raised concrete sidewalk.

All areas clearly marked and walk with Perry as to indicate and verify which to grind and which is to be removed and replaced.
Remove and dispose of old concrete
Remove roots under concrete (not responsible for oak trees after cutting roots).
Form and level area removed.
Install new concrete 3000 psi with fiber and expansion joints cut to existing lengths.
All areas to be marked and clearly closed off while under construction to public
Work to be done in multiple pours and a section removed and completed before next section started.

Invoiced to be billed as work sections completed

Bill Payne/WCP Construction, Inc.

Total $31,358.80

Make all checks payable to WCP CONSTRUCTION INC
If you have any questions concerning this invoice, contact Bill Payne | 813-426-2171 | wcpconstruction@yahoo.com

Thank you for your business!
TO:        Board of Supervisors ("Board")
          Harbor Bay Community Development District ("District")
FROM:      Harbor Bay Club Director
DATE:      September 19, 2019
RE:        A/C Split System Replacements, Main Clubhouse

The Club Director recommends the A/C split systems in the Fitness Center (Unit 3), the pool
bathrooms (Unit 10) and Outfitters (Unit 11) be replaced. All systems are the original units at
their respective locations and have exceeded life expectancies. All units are currently
operational but there is no telling how much longer they will remain that way. Of note, Unit 3
has recently experienced several outages and has required repairs and maintenance on
several occasions over the past year.

The Club Director recommends the Board accept and approve the attached proposal provided
by Gulf Coast to replace all three units. Total replacement cost for all three units is $26,638.00.

Also attached are service agreement proposals from Gulf Coast and Pelican Aire to provide
HVAC maintenance services and refrigeration maintenance services, respectively. Air Masters
currently provides the District both services; however, the Club Director and staff are not
satisfied with Air Masters’ work performance over the past year. On numerous occasions Air
Masters failed to resolve or repair ongoing HVAC and refrigeration issues. They have billed
the District for unsuccessful repairs and unapproved work, and discrepancies have been noted
in invoices. In addition, at times they have been slow or unresponsive to service calls and
emails and have even departed the Mira Bay facilities without correcting/repairing problems.

The Club Director recommends the Board approve and deliver a 30-day contract termination
letter to Air Masters. The Club Director also recommends the Board approve the service
agreements submitted by Gulf Coast and Pelican Aire for HVAC maintenance and refrigeration
maintenance services. Total annual cost for both maintenance services is $6,448.00.

Attached are Gulf Coast HVAC replacement proposals, Gulf Coast and Pelican Aire service
maintenance proposals and an HVAC / Refrigeration Bid Comparison spreadsheet.
To: Mira Bay Club  
107 Mansos Harbor Dr.
Apollo Beach, FL 33572

Proposed System: Heat Pump Changeout for Residence

Scope of work to include:
- recovering & refrigerant
- removing old equipment
- installing new equipment
- connect to utilities  

Equipment: CARRIER

<table>
<thead>
<tr>
<th>Equipment</th>
<th>UNIT # 3 Fitness Center</th>
<th>UNIT # 10 Pool Bathrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1--90RUA12 10 Ton Air Handler</td>
<td>1-Feb4CNP030 2.5 Ton Air Handler</td>
<td></td>
</tr>
<tr>
<td>1--59AQA12 10 Ton Condenser</td>
<td>1-25HE4305 2.5 Ton Condenser</td>
<td></td>
</tr>
<tr>
<td>1-C4LHEAT007 15 KW Heater</td>
<td>1-CE0901N05 5 KW Aux Htr</td>
<td></td>
</tr>
<tr>
<td>Existing Thermostat to Remain</td>
<td>Existing Thermostat to Remain</td>
<td></td>
</tr>
</tbody>
</table>

PRICE $14,260.00

Location of equipment: Same As Existing

Ductwork: Trunk lines to be fabricated from rigid anti-microbial fiberglass ductboard
Branch lines to be fabricated from rigid anti-microbial fiberglass ductboard

Air Distribution Supplies 0 Returns 0

Indoor Air Quality Filter Type:
Frequency of Change/Media Cost:

Miscellaneous: Price Includes: Removing existing equipment, installing new, connect to existing ductwork, copper, electrical, drains, new hurricane tie downs, start up

General:
1. Electric beyond the scope of our license will be subcontracted.
2. Any alteration or deviation from these specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Price: $SEE ABOVE

Terms: Progress Payment (per schedule)
60% Rough-In, 40% Trim out
Balance on completion: 50% Down Payment, Balance on completion, or Financed

Customer Acceptance:
The above prices, specifications, and conditions are satisfactory and are hereby accepted. Gulf Coast Air Systems, Inc. is authorized to do the work as specified and will not be responsible for costs or delays caused by conditions beyond its control. All unpaid balances thirty- (30) days past due shall accrue interest at 1.5% per month simple interest. This proposal, when signed by an authorized agent of Gulf Coast Air Systems, and accepted and signed by the customer, constitutes an entire and binding contract between the customer and Gulf Coast Air Systems, Inc., and if any obligation hereunder is enforced by action at law or in equity, the prevailing party in such action shall be entitled to recover all of its costs, including all reasonable attorneys fees, from the non-prevailing party. Until the total sales price is paid, the customer grants a security interest in lien to Gulf Coast Air Systems, Inc. in the above-mentioned equipment and agrees that such equipment is and shall remain personal property (and shall not be characterized as a fixture). In the event that customer fails to timely pay under this contract, Gulf Coast Air Systems, Inc. shall have the right, without further notice or demand by process of law, or other wise, to take possession of said equipment wherever located.

Accepted: Customer

Signature ____________________________ Printed Name/Title TED RICHARDS--INSTALL MANAGER
Date ________________________________

Gulf Coast Air Systems, Inc.

UNLESS ACCEPTED, THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE
PROPOSAL

To: Mira Bay Club
107 Mariners Harbor Dr
Apollo Beach, FL 33572

From: Gulf Coast Air Systems, Inc.

Scope of work to include:

- Recover refrigerant
- Remove old equipment
- Install new equipment
- Connect to utilities
- New condensate pump
- New copper lines
- New disconnect(s)
- New equipment foundation
- Meet all code requirements
- Parts warranty 1 Yr
- Labor warranty 1 Yr
- Compressor/Cooling warranty 5 Yr

Equipment: CARRIER

UNIT # 11 Outfitters

1-FB4CNP042A 3.5 Ton Air Handler
1-2SHCE442A5 3.5 Ton Condenser
1-CE0901N05 5 Kw Aux Htr

PRICE............$ 6,506.00

Location of equipment: Same As Existing

Ductwork:

- Trunk lines to be fabricated from rigid anti-microbial fiberglass ductboard
- U/L 181 listed flex duct
- Galvanized metal, wrapped

Branch lines to be fabricated from rigid anti-microbial fiberglass ductboard
- U/L 181 listed flex duct
- Galvanized metal, wrapped

Air Distribution:

- Supplies 0
- Returns 0

Indoor Air Quality:

Filter Type: Frequency of Change/Media Cost:

Miscellaneous:

Price Includes: Removing existing equipment, Installing New, Connect to existing Ductwork, Copper, Electrical, Drains, New Hurricane Tie Downs, Start Up.

General:

1. Electric beyond the scope of our license will be subcontracted.
2. Any alteration or deviation from these specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Price: $ SEE ABOVE

Terms:

- Progress Payment (per schedule)
- 60% Rough-In, 40% Trim-out
- Balance on completion 50% Down Payment, Balance on completion, or Financed

Customer Acceptance:
The above prices, specifications, and conditions are satisfactory and are hereby accepted. Gulf Coast Air Systems, Inc. is authorized to do the work as specified and will not be responsible for costs or delays caused by conditions beyond its control. All unpaid balances thirty (30) days past due shall accrue interest at 5.5% per month simple interest. This proposal, when signed by an authorized agent of Gulf Coast Air Systems, and accepted and signed by the customer, constitutes an entire and binding contract between the customer and Gulf Coast Air Systems, Inc. and if any obligation hereunder is enforced by action at law or in equity, the prevailing party in such action shall be entitled to recover all of its costs, including all reasonable attorneys' fees, from the non-prevailing party. Until the total sales price is paid, customer grants a security interest and lien to Gulf Coast Air Systems, Inc. in the above-mentioned equipment and agrees that such equipment is and shall remain personal property (and shall not be characterized as a fixture). In the event that customer fails to timely pay under this contract, Gulf Coast Air Systems, Inc. shall have the right, without further notice or demand by process of law, or other-wise, to take possession of said equipment wherever located.

ACCEPTED: CUSTOMER

Printed Name/Title TED RICHARDS--INSTALL MANAGER

FL# CAC036826
Quality HVAC Systems--over 20,000 systems installed

Mail to: P.O. Box 1070
Valrico, FL 33595

Physical Address: 5411 Comfort Dr.
Tampa, FL 33610

Phone: (813) 689-2082
Fax: (813) 627-9071

Date: 8/29/19

UNLESS ACCEPTED, THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE
SERVICE AGREEMENT
From September 2019 To September 2020

Mira Bay Clubhouse
207 Point Harbor Ln
Apollo Beach, FL 33572
Preventive Maintenance Checks

Gulf Coast Air Systems, Inc will perform maintenance approximately every 3 months

Items Covered:
1. HVAC
   Check refrigerant levels, Monitor any machine found low for leaks.
   Oil fan motors if applicable
   Check and record motor, compressor, heater amperage
   Check evaporator and condenser coils, we will clean coils once a year.
   Replace filters quarterly and belts annually
   Clean condensate drains at each maintenance.
   Provide documentation with recorded readings for each system after each service
2. Service Equipment (Software- N/A)
3. Replacement of units if needed.
4. Refrigeration/Coolers – N/A

Rates:
Unscheduled service calls will be provided for at the following rates:
10% discount on parts and labor (Excluding compressor and freon)
$89.50 Service Call fee during regular working hours of 8am to 4:30pm Monday through Saturday.
$135.00 is the Service Call fee during the Holidays.

Maintenance Fees:
The customer agrees to pay Gulf Coast Air Systems, Inc. the amount of $ 870.00 after each service is performed.

Mira Bay Clubhouse
_________________________
Date

Gulf Coast Air Systems, Inc.
_________________________
Date

P.O. Box 1070 • Valrico, Florida 33595 • (813) 689-2082 • State Certified # CAC036826
2019 Service Rates

Service Calls

Hourly rate
$ 85.00

Overtime rate
$ 127.50 **

Service charge
$ 29.95 (does not apply to PMs)

Maintenance

Quarterly Refrigeration Maintenance (Qty. 12 Reach-ins) $ 392.00 (x4) = $ 1,568.00
Semi-annual Ice Machine Cleanings (Qty. 2 Ice Machines) $ 350.00 (x4) = $ 1,400.00
Total Yearly Refrigeration/Ice Machine Preventative Maintenance Amt. $ 742.00 (x4) = $ 2,968.00

The First Service for the above is to be done on a time-and-material basis in order to get the equipment to a point where we can perform a routine maintenance at the quoted price.

All service rates are broken down by the quarter hour after the first hour of service has been completed. There is a one-hour minimum charge on all service calls. All calls will be closed at the time of service for the diagnosis and/or repair. If additional parts are needed, you will be given an estimate the next working day.

** After-hours and weekend service will be at the overtime rate from portal to completion. Travel charges are billed on a per incident basis.

ALL PRICING SUBJECT TO CHANGE AS SITUATIONS WARRANT.

Pelican Aire Commercial Service, Inc

Date

Date
SCHEDULED MAINTENANCE SERVICES

Refrigeration preventative maintenance and ice machine cleanings:

Reach-in coolers and freezers

**Bimonthly**
- Brush and clean coils
- Inspect hardware and gaskets
- Check temperatures
- Clear drains

*As needed*
- Chemically clean coils if accessible
- T & M if removal necessary
- Remove/Replace Foam Media Filter

**Ice Machines**

**Bi-Annually**
- De-lime and sanitize system including bin
- Perform and document full capacity check
- Bins to be emptied by customer night before scheduling

**General notes:**

The First Service is to be done on a time-and-material basis in order to get the equipment to a point where we can perform a routine maintenance at the quoted price.

Due to the critical nature of the refrigerant charges on most self-contained refrigeration equipment, unless there are signs of a refrigerating problem, we do not encourage our personnel to put refrigerant gauges on most refrigeration equipment.

__________ Initials


Services We Provide

Roof top heating and cooling units
Exhaust and make up air fans
Ice machines (and remote condensers)

Refrigeration (walk-in freezers and coolers, remote condensers and self contained units.)

It would also be appreciated that should the management be aware of an ongoing problem with any piece of equipment, that it be called into the office at Pelican Aire Commercial Services. Some intermittent problems that the store has learned to deal with over a period of time may not be evident at the time that service is performed. So your cooperation in this area would be greatly appreciated.

Blowers in a/c units will be treated as work outside the scope of the maintenance agreement and will be priced, as would any other work order.

Evaporators that are encased by cabinetry that needs to be disassembled in order to clean the evaporator are not included in the scope of this maintenance and will be done on a time-and-material basis.

Because of the expense of new belts, our experience shows that most accounts require a belt change only rarely we recommend that belts be changed and billed only as needed.

The maintenance schedule does not include coils that need to be split (separated) to be cleaned. That is considered outside the scope of work. A work order would be generated and priced for approval.

_________ Initials
# Harbor Bay CDD

## HVAC / Refrigeration Bid Comparison

<table>
<thead>
<tr>
<th>Description</th>
<th>Air Masters</th>
<th>Gulf Coast Air</th>
<th>McMullen Air</th>
<th>ABM Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Current Vendor)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HVAC Yearly Charge</strong></td>
<td>$7,758.98</td>
<td>$3,480.00</td>
<td>$7,000.00</td>
<td>$8,892.00</td>
</tr>
<tr>
<td><strong>Refrigeration Yearly Charge</strong></td>
<td>included above <em>(Provided through Pelican Aire)</em></td>
<td>$2,968.00</td>
<td>$1,100.00</td>
<td>$2,076.00</td>
</tr>
<tr>
<td><strong>Hourly Rate, Contract</strong></td>
<td>$60.00</td>
<td>$89.50</td>
<td>$90.00</td>
<td>$85.00</td>
</tr>
<tr>
<td><strong>Hourly Rate, Premium</strong></td>
<td>$85.00</td>
<td></td>
<td>$135.00</td>
<td></td>
</tr>
<tr>
<td><strong>Hourly Rate, Holiday</strong></td>
<td>$140.00</td>
<td>$135.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trip Charge</strong></td>
<td></td>
<td>$25.00</td>
<td>$65.00</td>
<td></td>
</tr>
</tbody>
</table>

**Quarterly Service Includes:**
- Install pleated filters per inspection; clean and flush condensate drains, clean and flush all primary and emergency condensate pans, furnish and install belt as needed per unit. Inspect conditions of drives, adjust belts as needed, inspect and grease fittings as necessary, inspect integral of blower wheel, blower housing, equipment cabinet, cabinet panels and insulation, inspect conditions of all fan motors, inspect all electrical connections and tightened connections as needed, check refrigerant charge on each unit, check wiper/heat and sub-cooling, check amperage, voltage readings on motors and compressors, check operations of time delay relays, check operation of unit controls and safeties, check operations and calibrations of thermostats, inspect and check condition of all exhaust, check overall condition of equipment and report abnormalities. Inspect / clean each unit’s condensing and evaporator coils. Disassemble / thoroughly clean ice makers, check compressor/fan motor operation; clean fan blades, dirt and grease on the fan blades; clean gaskets, lubricate hinges and repair any air leaks; check refrigerant levels; check electrical connections; calibrate thermometers;
- Check refrigerant levels, monitor any machine found low for leaks. Oil fan motors if applicable. Check and record motor, compressor, heater amperage - Check evaporator and condenser coils, replace filters quarterly and belts semi annually. Clean condensate drains at each maintenance. Provide documentation with recorded readings for each system after each service.
- Oil/grease bearings, motors, fans & pumps; belt adjustments; Inspect for refrigerant leaks; check all control settings; clean air cooled condensers - operating pressures/crankcase oil level; inspect filters/change when required; check for broken/loose wires, pitted contacts, proper voltage & current - condition of condenser & evaporator rails, coils and heat exchangers - sight glass for proper refrigerant level & moisture - drain pans/lines

**Semi-Annual Service Includes:**
- Replace belts semi annually

**Refrigerant equipment maintenance; ice machines thoroughly cleaned**

**THREE TIMES PER YEAR, NOT QUARTERLY:** Test/inspect labor; vehicle charges; filter changes; drain pan/trap cleaning, installation of algae preventative tablets; visual inspection of equipment for proper operations.
# Harbor Bay CDD

## HVAC / Refrigeration Bid Comparison

<table>
<thead>
<tr>
<th>Description</th>
<th>Air Masters</th>
<th>Gulf Coast Air</th>
<th>McMullen Air</th>
<th>ABM Building</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Service</strong>&lt;br&gt;Includes:</td>
<td>clean condenser and evaporator coils (in place)</td>
<td>clean the coil once a year.</td>
<td>Full coil and ice machines cleaned</td>
<td>Test / inspect labor; vehicle expenses; refrigerant charge and pressures checked; evaporator and condenser coil cleaning; drain pan/trap cleaning, installation of algae preventative tablets; filter change; drive belt change/drive components inspection; tightening of electrical connections/inspections of electrical components; verification of temp/safety control operations; amp draws checked</td>
</tr>
<tr>
<td><strong>Exclusions</strong></td>
<td>Replacement of any parts, equipment, refrigerant or compressor oil</td>
<td>Does not include ice machines, refrigerators or freezers. Pelican Aire is the vendor of reference for refrigeration</td>
<td>Cabinet/ductwork, moving/relocation equipment, repairs due to acts of nature, work made necessary by government, codes, building &amp; union regulations</td>
<td></td>
</tr>
<tr>
<td><strong>Service Reports</strong></td>
<td>Provide documentation with recorded readings for each system after each service</td>
<td>Each inspection &amp; Service call to include equipment condition and any recommendations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Replacement</th>
<th>ATS</th>
<th>Gulf Coast Air</th>
<th>McMullen Air</th>
<th>Trane</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5 Ton</td>
<td>Carrier $5,782.00</td>
<td>Carrier $4,431.00</td>
<td>Carrier $10,860.00</td>
<td>$9,800.00</td>
</tr>
<tr>
<td>3.5 Ton</td>
<td>Carrier $8,667.15</td>
<td>Carrier $4,965.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Ton</td>
<td>Carrier $9,517.15</td>
<td>Carrier $5,980.00</td>
<td>Carrier $15,500.00</td>
<td>$11,856.00</td>
</tr>
<tr>
<td>10 Ton</td>
<td>Carrier $17,983.70</td>
<td>Carrier $17,500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tab 38
Proposal for Consulting Services

August 14, 2019

Harbor Bay Community Development District
12750 Citrus Park Land
Suite 115
Tampa, FL 33625
Attn: Joe Roethke

RE: Mira Bay – Central Control ET Irrigation System Water Conservation Services

We hereby submit a proposal for monitoring, evaluating and adjusting the Hunter IMMS central control irrigation software/ET System operations for controllers A, B, C, D, F, G & I. This service will pay for the annual cell phone communications fee of $600.00 to Hunter Industries for the GPRS device located in the G controller. This service shall include an annual water use comparison savings/conservation report comparing the (12) month period of October 2014 and ending September 2015 with the current year water use (October 2018 – September 2019).

This service is required to allow compliance from the 2 day per week watering restrictions when remote monitoring devices are installed and monitored from the Southwest Florida Management District (SWFWMD) as indicated in the Florida State Senate Bill 494 which added language to Chapter 373.62 of the Florida Statues.

An annual report for the October through September time period shall be provided to the CDD. This report shall contain the information to maintain the variance from requirements as stated in the conditions.

Once a year the rain switches shall be tested and replaced if necessary, on the controllers indicated on the central control system monitoring.

Faceplate firmware updating will be provided as required by Hunter Industries for the central control controllers.

Price………………………… $ 585.00/Monthly

Note
1. Above pricing includes remote data communications fees/cost during the contract time period.
2.

Mark A. Ballenger, C.I.D., C.L.I.A.
President

Mark A. Ballenger

Mark@BallengerIrrigation.com
Tab 39
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, August 15, 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
Dan Leventry  Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke  Regional District Manager; Rizzetta & Company
Mike Eckert  DC; Hopping Green & Sams
Greg Woodcock  District Engineer; Cardno (via phone)
Michael Rodriguez  Club Director
Ashley Adkins  Club Manager
Sandy Crespo  Club Administrator
Holly Faldetta  WTS
John Toborg  Senior Field Services Manager; RASI
Matt Davis  MPD Legal (via phone)

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.
Residents had comments/questions on items including the following:

- Boat transfer and storm drains
- CDD fee increases
- Conveyances
- New capital projects
- ADA website compliance

Mr. Curley and Mr. Eckert responded to several of the comments made.

THIRD ORDER OF BUSINESS

Presentation of Audience Comment Follow-Up Sheet

There was no discussion on this item.

FOURTH ORDER OF BUSINESS

Chairman’s Perspective on Agenda Items

There was no discussion on this item.

FIFTH ORDER OF BUSINESS

Consideration of Cardno Work Authorization for Seawall Construction Oversight

The Board reviewed a work authorization for seawall construction oversight by Cardno.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved a work authorization for seawall construction oversight with Cardno, contingent on a successful bond issuance, for the Harbor Bay Community Development District.

(Mr. Leventry joined the meeting at 6:15 PM.)

SIXTH ORDER OF BUSINESS

Updated Milestone Chart

Mr. Woodcock updated the Board on the status of moving forward with the seawall project. A Notice to Proceed is scheduled to be sent on September 3rd. Mr. Eckert discussed that this project may be delayed by one week due to timing of the bond issuance. Mr. Curley discussed the staging areas to be used.

SEVENTH ORDER OF BUSINESS

Bond Financing

The Board discussed setting a special meeting on August 27th at 6:00 PM to complete the bond financing and assessment process.
On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors set a special meeting date for August 27th at 6:00 PM to review bond financing documents for the Harbor Bay Community Development District.

(Mr. Davis arrived at 6:16 p.m.)

EIGHTH ORDER OF BUSINESS  

Upland Claims

Mr. Davis reviewed the current status of the claim for 433 Mirabay Blvd. The resident’s attorney sent a demand letter threatening litigation if the district does not pay a settlement amount of $180,074.20. Mr. Davis recommends rejecting this letter at this time. Mr. Davis entertained various questions from the Board. A discussion ensued. Mr. Lockom made a motion not to respond to the demand letter from 433 Mirabay Blvd, seconded by Mr. Leventry. Mr. Lockom subsequently withdrew his motion.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the settlement offer to 5731 Sea Turtle Place in the amount of $20,500.00 for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with three in favor and two opposed (Mr. Leventry and Mr. Maurer), the Board of Supervisors approved the settlement offer to 450 Islebay Drive in the amount of $11,625.00, for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved to re-offer the original settlement offer in the amount of $15,955.00 to 433 Mirabay Blvd. less the actual legal and engineering costs to date, for the Harbor Bay Community Development District.

(Mr. Davis hung up at 6:44 p.m.)

NINTH ORDER OF BUSINESS  

Landscape Bid Assessment

The Board discussed potentially renewing the current landscape maintenance contract for the final renewal year.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors directed staff to issue notice to Lee Te Kim that it’s landscape and maintenance contract would not be renewed for FY 2019-2020, for the Harbor Bay Community Development District.
The Board reviewed proposals for landscape and irrigation maintenance. A discussion ensued. The contractors in attendance entertained the same questions from the Board about several topics, including mulch, irrigation, and bermuda grass mowing. Mr. Maurer asked contractors to explain their staffing estimate. Mr. Eckert discussed options for scoring the proposals for this RFP. The Board reviewed each of their scores and the total average scoring resulted as follows:

1. Capital Land Management  
2. Landscape Maintenance Professionals  
3. Brightview Landscape  
4. Down to Earth  
5. Sunrise

On a Motion by Mr. Lockom, seconded by Mr. Curley, with all in favor, the Board of Supervisors accepted the ranking as scored by the Board, and selected Capital Land Management the highest ranked bidder, for the Harbor Bay Community Development District.

On a Motion by Mr. Maurer, seconded by Mr. Lockom, with all in favor, the Board of Supervisors authorized District Counsel to negotiate contract with the top-ranked bidder, and the Chair to sign the contract, for the Harbor Bay Community Development District.

(Mr. Toborg left at 8:01 p.m.)

TENTH ORDER OF BUSINESS  
Public Hearing on FY 2019-2020 Final Budget

The Board reviewed the details of the budget. Mr. Curley thanked Mr. Lockom for his work on this budget. Mr. Lockom provided an overview on the overall budget and bond refinancing. A discussion ensued.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors opened the public hearing on Fiscal Year 2019-2020 budget, for the Harbor Bay Community Development District.

Several questions were presented from the audience.

ELEVENTH ORDER OF BUSINESS  
Consideration of Resolution 2019-09, Adopting the Final Budget for Fiscal Year 2019-2020

The Board deferred action on Resolution 2019-09 and made a motion to continue the budget meeting and public hearing in progress to August 27, 2019 at 6:00 p.m.

On a Motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board of Supervisors continued the budget meeting and public hearing to August 27, 2019 at 6:00 p.m. at the Mirabay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, FL 33572, for the Harbor Bay Community Development District.
TWELFTH ORDER OF BUSINESS
Public Hearing on FY 2019-2020 Imposing Assessments

On a Motion by Mr. Wick, seconded by Mr. Lockom, with all in favor, the Board of Supervisors opened the public hearing on Fiscal Year 2019-2020 assessments, for the Harbor Bay Community Development District.

There were no public comments on assessments.

On a Motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board of Supervisors continued the public hearing on Fiscal Year 2019-2020 assessments in progress to August 27th, 2019 at 6:00 p.m. at the Mirabay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, FL 33572, for the Harbor Bay Community Development District.

THIRTEENTH ORDER OF BUSINESS
Consideration of Resolution 2019-10, Imposing Assessments & Certifying Roll

The Board deferred action on Resolution 2019-10.

FOURTEENTH ORDER OF BUSINESS
New Capital Project Priorities

i. Funding Sources and Prior Commitments

The Board tabled this until further notice.

FIFTEENTH ORDER OF BUSINESS
Admiral Point Pool Hours

The Board reviewed a proposal from MPS Engineering for assessing the pool lighting at Admiral Pointe. Mr. Woodcock provided a total construction cost of $12,000.00 to complete this lighting project. A discussion ensued. Mr. Maurer volunteered to assess the level of resident interest and how to minimize the risk of vandalism or inappropriate behavior. This item was tabled until a future meeting.

SIXTEENTH ORDER OF BUSINESS
Proposed Park Square Conveyances

The Board reviewed proposed conveyances from Park Square to the District. Mr. Eckert provided background information on this item. A discussion ensued. The Board directed District Counsel and District Engineer to research this item further before making any decisions.
SEVENTEENTH ORDER OF BUSINESS

i. Cardno-Managed

   a. Project Tracker

   Mr. Woodcock reviewed the Cardno project tracker with the Board. Mr. Curley requested additions to the tracker of seawall easement issues, jet ski issues, and reserve study item updates. Mr. Curley would also like to start seeing updates to the seawall prioritization map. Mr. Lockom requested more specific updates to several reserve items, including roof repair, HVAC split systems, asphalt repair, boat lift maintenance, and pond fountains.

ii. Rizzetta-Managed

   a. Project Tracker

   Mr. Rodriguez reviewed the Rizzetta project tracker with the Board. Mr. Curley asked Mr. Rodriguez to identify all drainage issues prior to Cardno reviewing the site on Monday, August 22, 2019. Mr. Curley would like to see future written updates on the cul-de-sac paver item going forward.

iii. Written Update Only

   a. Rizzetta/WTS RFP

   Mr. Eckert asked for direction from the Board on when to provide these proposals to the Board. The Board would like to see the proposals as early as September and will invite some or all of the proposers to the October meeting.

   b. Shrubbery Maintenance/Replacement

   Mr. Curley would like to see more areas addressed in the next update.

   c. Tennis Irrigation Repair

   Mr. Curley would like to see some definitive T-dates on this item.

   d. Software Management System

   Mr. Curley and Mr. Leventry requested more specific information on this item. Mr. Rodriguez provided additional updates regarding the progress of this item.

   e. Painting of Buildings

   Mr. Curley would like T-dates for key milestones on this item.
f. Pool Bathroom Remodeling

Mr. Woodcock presented additional updates, including issues with the contractor. Mr. Wick raised the issue, and Mr. Eckert volunteered to look into this matter.

g. ADA Website Compliance & Thumb Drive

The Board discussed options for what to include and what not to include in agendas going forward. Mr. Eckert will have updates on this at the next meeting.

h. Street Signs

Mr. Wick would like more detail on the delays of this project. Mr. Eckert provided further updates on the status of the contract.

i. Seawall Easement Issues

Mr. Woodcock will provide an update on this next month.

j. Gate Greeters

Mr. Leventry provided background information on this topic to the Board and discussed possible options for part-time greeters working at the entry gates. A discussion ensued. Mr. Leventry will create a Survey Monkey to poll residents for interest in this item.

k. Discussion of Roadway Gate Locations & Budget Impacts

Mr. Wick reviewed the details of this item with the Board. A discussion ensued. Mr. Woodcock will complete some follow-up research on this item.
Consent Agenda Items

A. Consideration of Minutes of Board of Supervisors’ Regular Meeting Held on July 18, 2019
B. Consideration of Operations & Maintenance Expenditures for July 2019
C. Consideration of Operations & Maintenance Expenditures for July 2019 – Reserve Fund
D. Consideration of Operations & Maintenance Expenditures for July 2019 – MiraBay
E. Consideration of Operations & Maintenance Expenditures for July 2019 – Evergreen Fund
F. Consideration of Master Project Requisitions #163-165
G. Consideration of Supplemental Project Requisitions (if any)
H. Presentation of Monthly Staff Report: MiraBay Club Manager
I. Presentation of Monthly Staff Report: Club Director
J. Dock and Boat Lift Approvals
K. Consideration of Resolution 2019-11, Setting FY 19-20 Meeting Schedule
L. Consideration of Interim Updates to Vessel Registration Application
M. Consideration of Slide Repairs and Maintenance Proposals

The Board discussed the pool slide maintenance and repair proposals. A discussion ensued. Mr. Eckert provided details on the updates to the vessel registration application.

On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved the proposal in Consent Agenda item 6-M, pending final approval by Supervisor Wick, for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the remaining consent agenda items, for the Harbor Bay Community Development District.

EIGHTEENTH ORDER OF BUSINESS

A. District Counsel

Mr. Eckert will provide updated Rules of Procedure for the Board to review at the next regular meeting.
B. District Engineer

Mr. Woodcock informed the Board that he is working with the developer of the new townhome parcel regarding connecting to a CDD pond.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors authorized District Staff to move forward with this review, and Cardno will issue a notice to proceed, for the Harbor Bay Community Development District.

C. District Manager

Mr. Roethke reminded the Board that the next regularly scheduled meeting will be held on Thursday, September 19, 2019 at 6:00 PM at the Mirabay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, FL 33572.

NINETEENTH ORDER OF BUSINESS     Supervisor Requests

Mr. Wick discussed positive communication from staff on wind screen issues.

Mr. Maurer discussed drainage issues and roundabouts that need pavers installed.

Mr. Leventry discussed the accruals of unpaid upland claims that have been approved and how to handle non-responsiveness for approved claims.

Mr. Curley asked Supervisor Lockom to revisit the budget based on conversations from this meeting.

TWENTIETH ORDER OF BUSINESS     Audience Comments

A resident thanked on-site staff for their work but disagreed with underlying factors for windscreen issues.

A second resident discussed Compass Pointe and potential pickleball court installation, as well as issues with the current pickleball nets.

A third resident asked about windscreen issues.

TWENTY-FIRST ORDER OF BUSINESS     Adjournment

On a Motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board continued the meeting in progress to August 27, 2019 at 6:00 p.m. at the Mirabay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, FL 33572, for the Harbor Bay Community Development District.
Tab 40
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 Tuesday, August 27, 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
Michael Rodriguez  Club Director
Sarah Sandy   District Counsel; Hopping Green & Sams (via phone)

FIRST ORDER OF BUSINESS  Call to Order

The meeting was called to order and roll call performed, confirming that a quorum was present.

SECOND ORDER OF BUSINESS  Audience Comments

There was no audience present.

THIRD ORDER OF BUSINESS  Continued Public Hearing on Fiscal Year 2019-2020 Final Budget

Mr. Roethke announced that the public hearing on the Fiscal Year 2019-2020 budget that was continued in progress is reconvened. It was noted that there was no audience present.

On a Motion by Mr. Curley, seconded by Mr. Maurer, with all in favor, the Board of Supervisors continued the budget hearing in progress until August 29, 2019 at 6:00 PM at the Mirabay Clubhouse, 107 Manns Harbor Dr. Apollo Beach, FL 33572, for the Harbor Bay Community Development District.
FOURTH ORDER OF BUSINESS

Mr. Roethke announced that the public hearing on the Fiscal Year 2019-2020 O&M assessments that was continued in progress is reconvened. It was noted that there was no audience present.

On a Motion by Mr. Curley, seconded by Mr. Maurer, with all in favor, the Board of Supervisors continued the O&M Assessment hearing in progress until August 29, 2019 at 6:00 PM at the Mirabay Clubhouse, 107 Manns Harbor Dr. Apollo Beach, FL 33572, for the Harbor Bay Community Development District.

FIFTH ORDER OF BUSINESS

Mr. Curley informed the Board that landscaping will be added to the August 29, 2019 meeting agenda.

TWENTIETH ORDER OF BUSINESS

On a Motion by Mr. Curley, seconded by Mr. Maurer, with all in favor, the Board continued the meeting in progress until August 29, 2019 at 6:00 PM at the Mirabay Clubhouse, 107 Manns Harbor Dr. Apollo Beach, FL 33572, for the Harbor Bay Community Development District.

Assistant Secretary                                      Chair / Vice Chair
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 special meeting of the Board of Supervisors of Harbor Bay Community Development District was held on Thursday, August 29, 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
Dan Levery Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke Regional District Manager; Rizzetta & Company
Scott Brizendine Manager, District Financial Services, Rizzetta & Company
Greg Woodcock District Engineer; Cardno (via phone)
Sarah Sandy District Counsel; Hopping Green & Sams
Ashley Adkins Club Manager
Sandy Crespo Club Administrator
Justin Rowan Investment Banker; MBS Capital Markets
Scott Johnston Park Square

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

There were no audience comments at this time.
THIRD ORDER OF BUSINESS

Consideration of Series 2019A Bonds Issuance and Debt Assessments – Presentation of Terms of Bond Sale

Ms. Sandy presented the Terms of Bond Sale to the Board and provided some relevant background info. Mr. Rowan briefly discussed the marketing of the Bonds with the Board.

FOURTH ORDER OF BUSINESS

Presentation of Supplemental Engineer’s Report

Mr. Woodcock presented the Supplemental Engineer’s Report to the Board and reviewed changes. Ms. Sandy asked Mr. Woodcock to review several items and asked Mr. Woodcock based on his professional experience if the cost estimate for the Series 2019 Project is reasonable and proper. Mr. Woodcock answered yes. Ms. Sandy asked if he was aware of any reason the District could not carry out the Series 2019 Project. Mr. Woodcock answered no.

FIFTH ORDER OF BUSINESS

Presentation of the Final Supplement Special Assessment Allocation Report for the Series 2019A Bonds

Mr. Brizendine presented the Final Supplemental Special Assessment Allocation Report for the Series 2019A Bonds with the Board. Ms. Sandy asked Mr. Brizendine to confirm several items relevant to this report. Ms. Sandy asked Mr. Brizendine if in his professional opinion were the lands subject to the assessments receiving a special benefit from the Series 2019 Project and the District’s prior projects. Mr. Brizendine stated yes. Ms. Sandy asked Mr. Brizendine if in his professional opinion the special assessments were reasonable apportioned among the lands subject to them. Mr. Brizendine stated yes.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2019-12 Supplemental Assessment Resolution for the Series 2019A Assessments

Mr. Roethke presented Resolution 2019-12 and Ms. Sandy reviewed the details of this Resolution with the Board.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors adopted Resolution 2019-12, for the Harbor Bay Community Development District.
SEVENTH ORDER OF BUSINESS
Consideration of True-Up Agreements

Mr. Roethke presented the True-Up agreements with Park Square for the Bonds and Ms. Sandy reviewed the details of these with the Board.

On a Motion by Mr. Curley, seconded by Mr. Maurer, with all in favor, the Board of Supervisors approved both the True-Up Agreements for the Series 2019A-1 Assessments with Park Square, and the True-Up Agreement for the Series 2019A-2 Area Two Assessments with Park Square, for the Harbor Bay Community Development District.

EIGHTH ORDER OF BUSINESS
Approval of Notice of Series 2019A Assessments

Mr. Roethke presented the three Notices of the Series 2019A Assessments and Ms. Sandy reviewed the details of each of the notices with the Board. Ms. Sandy informed the Board that the pre-closing on the Bonds took place immediately preceding this meeting, and the closing is scheduled for tomorrow, August 30th, 2019. Ms. Sandy stated the notices would be recorded following the closing of the Bonds and no further action was needed on the notices.

NINTH ORDER OF BUSINESS
Continued Public Hearing on FY 2019-2020 Final Budget

Mr. Curley announced that the public hearing on the Fiscal Year 2019-2020 budget that was continued in progress was reconvened and asked for audience comments. There were no comments from the audience. The Board reviewed the budget and a discussion ensued. The Board added $100,000.00 to miscellaneous contingency and corresponding changes to the assessment revenues and roll, but no other changes were made.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors closed the public hearing on FY 2019-2020 Final Budget, for the Harbor Bay Community Development District.

TENTH ORDER OF BUSINESS
Consideration of Resolution 2019-09, Adopting the Final Budget for Fiscal Year 2019-2020

Mr. Roethke presented Resolution 2019-09 to the Board, which will adopt the Budget for Fiscal Year 2019-2020, as amended by the Board.

On a Motion by Mr. Lockom, seconded by Mr. Curley, with all in favor, the Board of Supervisors adopted Resolution 2019-09, for the Harbor Bay Community Development District.

(Mr. Brizendine & Mr. Rowan left at 6:42 p.m.)
ELEVENTH ORDER OF BUSINESS  Consideration of Resolution 2019-10, Imposing Assessments

Mr. Roethke announced that the public hearing on the Fiscal Year 2019-2020 O&M assessments that was continued in progress was reconvened and asked for audience comments. There were no comments from the audience.

On a Motion by Mr. Curley, seconded by Mr. Lock, with all in favor, the Board of Supervisors closed the public hearing, for the Harbor Bay Community Development District.

Mr. Roethke presented Resolution 2019-10 to the Board. The Board discussed the direct collection payment schedule and elected to have the full payment for the directly collected properties be due on December 1, 2019.

On a Motion by Mr. Curley, seconded by Mr. Maurer, with all in favor, the Board of Supervisors adopted Resolution 2019-10, Imposing Assessments and Certifying the Roll, for the Harbor Bay Community Development District.

TWELFTH ORDER OF BUSINESS  Consideration of Optional Landscape Maintenance Area Pricing

The Board reviewed and discussed the optional landscape maintenance areas from the recent landscape RFP. Mr. Johnston stated Park Square would maintain the ones owned by Park Square. It was noted area #4 is owned by Pacifica. The Board directed staff to add the County owned areas (1; 2; 3; 6; and 12) to the landscape contract and contact Pacifica regarding Pacifica’s payment for the District to maintain their areas, both subject to District Counsel reviewing the District’s authority to maintain such areas.

(Mr. Leventry arrived at 7:07 p.m.)

THIRTEENTH ORDER OF BUSINESS  Staff Reports

A. District Counsel

Ms. Sandy presented a memo regarding Bay Breeze soil conditions to the Board. Mr. Curley asked District Counsel to implement their recommendation that prior to accepting any future conveyances in the Bay Breeze area, the District consider requiring the developer to provide an opinion of an environmental consultant that the property being conveyed was not associated with the 2002 discovery of petroleum contamination or related remedial activities

B. District Engineer

Mr. Woodcock presented an update on the pool restroom contract. Additional proposals will be collected and presented to the Board at a future meeting, due to continued issues with the current contractor.
C. District Manager

Mr. Roethke informed the Board that the next regular meeting of the Board of Supervisors will be held on Thursday, September 19, 2019 at 6:00 p.m. at 107 Manns Harbor Drive, Apollo Beach, FL 33572

FOURTEENTH ORDER OF BUSINESS Supervisor Requests

Mr. Wick presented a memo regarding issues with a recent seawall repair and discussed the review of the pool slide leak from the last meeting.

Mr. Maurer discussed damage at the Balibay roundabout and other roundabout repairs that are needed.

Mr. Leventry discussed hurricane preparation and potential gate greeters.

FIFTEENTH ORDER OF BUSINESS Audience Comments

A resident asked a question about the boat fee litigation.

A second resident stated that they were happy to hear public commitment from Park Square on the pickleball courts.

TWENTY-FIRST ORDER OF BUSINESS Adjournment

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board adjourned the meeting at 7:31 p.m., for the Harbor Bay Community Development District.

Assistant Secretary Chair / Vice Chair
Tab 42
Operation and Maintenance Expenditures
August 2019
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2019 through August 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $234,575.91

Approval of Expenditures:

__________________________________
_____Chairperson

_____Vice Chairperson

_____Assistant Secretary
## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### August 1, 2019 Through August 31, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
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<th>Invoice Number</th>
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## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### August 1, 2019 Through August 31, 2019

<table>
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## Harbor Bay Community Development District

### Paid Operation & Maintenance Expenditures

**August 1, 2019 Through August 31, 2019**

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# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 31, 2019

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<td>Admiral Pointe 07/19</td>
<td>$ 40.00</td>
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<tr>
<td>Terminix Processing Center</td>
<td>011364</td>
<td>388374785</td>
<td>Club House Pest Control 07/19</td>
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<tr>
<td>Terminix Processing Center</td>
<td>011364</td>
<td>388374786</td>
<td>Club House Pest Control 07/19</td>
<td>$ 51.00</td>
</tr>
</tbody>
</table>
# Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 31, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Times Publishing Company</td>
<td>011361</td>
<td>800245 07/19/19</td>
<td>Legal Advertising 07/19</td>
<td>$ 902.00</td>
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<tr>
<td>Times Publishing Company</td>
<td>011361</td>
<td>800245 07/26/19</td>
<td>Legal Advertising 07/19</td>
<td>$ 765.00</td>
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<tr>
<td>Times Publishing Company</td>
<td>011350</td>
<td>801004 07/19/19</td>
<td>Legal Advertising 07/19</td>
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<td>Timothy S. McDonnell</td>
<td>011372</td>
<td>McRigger081219</td>
<td>Three-Strand Rope for Pool 08/19</td>
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<td>US Bank</td>
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<td>5461925</td>
<td>Trustee Fees S2001 08/01/18-07/31/19</td>
<td>$ 4,148.38</td>
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<td>USA Services of Florida, Inc.</td>
<td>011365</td>
<td>402984</td>
<td>Street Sweeping 07/19</td>
<td>$ 450.00</td>
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<tr>
<td>Yard Masters Tree Trimming</td>
<td>011349</td>
<td>26</td>
<td>Tree Removal 07/19</td>
<td>$ 1,725.00</td>
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</table>

**Report Total**                                                                                       $ 234,575.91
Operation and Maintenance Expenditures
August 2019
For Board Approval
Reserve Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2019 through August 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $65,770.04

Approval of Expenditures:

______________________________
_____Chairperson

_____Vice Chairperson

_____Assistant Secretary
Reserve Fund at Harbor Bay Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 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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<tbody>
<tr>
<td>Creative Shade Solutions, Inc</td>
<td>011367</td>
<td>081419 Sails</td>
<td>Playground Sails 08/19 - Deposit</td>
<td>$ 28,925.00</td>
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<td>Precor Incorporated</td>
<td>011389</td>
<td>4601129084</td>
<td>Fitness Equipment - Balance</td>
<td>$ 36,845.04</td>
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</table>

**Report Total**

|                           |             |               |                                         | $ 65,770.04    |
Tab 44
Operation and Maintenance Expenditures
July 2019
For Board Approval
Mirabay Club

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2019 through July 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $17,216.99

Approval of Expenditures:

__________________________________
______Chairperson

______Vice Chairperson

______Assistant Secretary
# Mirabay at Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

### July 1, 2019 Through July 31, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
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<td>A Plus First Aid, Inc.</td>
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<td>First Aid Supplies 08/19</td>
<td>$136.42</td>
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<td>Aroma Coffee Services, Inc</td>
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<td>MB022288748</td>
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<td>Aroma Coffee Services, Inc</td>
<td>004190</td>
<td>MB022289099</td>
<td>Beverage Purchase 08/19</td>
<td>$75.50</td>
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<td>Cintas Corporation #074</td>
<td>004169</td>
<td>MB4025078418</td>
<td>Supplies 07/19</td>
<td>$281.48</td>
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<td>Cintas Corporation #074</td>
<td>004169</td>
<td>MB4025602872</td>
<td>Supplies 07/19</td>
<td>$303.48</td>
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<td>MB4026957802</td>
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<td>DeConna Ice Cream Company, Inc</td>
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<td>Ice Cream Purchases 07/19</td>
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<td>DeConna Ice Cream Company, Inc</td>
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<td>Ice Cream Purchases 08/19</td>
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<td>Florida Department of Revenue</td>
<td>004183</td>
<td>398012897341-5</td>
<td>Florida Sales and Use Tax 07/19</td>
<td>$1,642.57</td>
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<td>Harbor Bay Community Development District</td>
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<td>Debit Card Replenishment</td>
<td>Debit Card Replenishment</td>
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<td>JJ Taylor Distributing Florida, Inc.</td>
<td>004174</td>
<td>MB14026082</td>
<td>Beverages 08/19</td>
<td>$190.20</td>
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<td>Mark Burgess</td>
<td>004184</td>
<td>081919</td>
<td>Program Payment</td>
<td>$225.00</td>
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## Mirabay at Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### July 1, 2019 Through July 31, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
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<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tbody>
<tr>
<td>Park Produce</td>
<td>004175</td>
<td>MB179078</td>
<td>Produce for Harbor Bay 07/19</td>
<td>$ 48.86</td>
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<td>Park Produce</td>
<td>004175</td>
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<td>Produce for Harbor Bay 08/19</td>
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<td>Park Produce</td>
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<td>MB179084</td>
<td>Produce for Harbor Bay 08/19</td>
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<td>Park Produce</td>
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<td>Produce for Harbor Bay 08/19</td>
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<td>Park Produce</td>
<td>004186</td>
<td>MB179089</td>
<td>Produce for Harbor Bay 08/19</td>
<td>$ 44.43</td>
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<td>Park Produce</td>
<td>004191</td>
<td>MB179098</td>
<td>Produce for Harbor Bay 08/19</td>
<td>$ 15.30</td>
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<tr>
<td>Pepin Distributing Company Inc</td>
<td>004176</td>
<td>MB2820545</td>
<td>Beverage Purchases 08/19</td>
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<td>Pepin Distributing Company Inc</td>
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<td>MB2825119</td>
<td>Beverage Purchases 08/19</td>
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<td>Phenomenal Exercise Equipment Repair Serv Inc</td>
<td>004177</td>
<td>MB238302</td>
<td>Repairs 08/19</td>
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<tr>
<td>Phenomenal Exercise Equipment Repair Serv Inc</td>
<td>004192</td>
<td>MB238340</td>
<td>Maintenance 08/19</td>
<td>$ 135.00</td>
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<tr>
<td>Southern Glazer's Wine and Spirits of Florida</td>
<td>004170</td>
<td>MB1206726</td>
<td>Beverage Purchases 07/19</td>
<td>$ 226.50</td>
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<td>Southern Glazer's Wine and Spirits of Florida</td>
<td>004178</td>
<td>MB1226573</td>
<td>Beverage Purchases 08/19</td>
<td>$ 318.35</td>
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<tr>
<td>Southern Glazer's Wine and Spirits of Florida</td>
<td>004188</td>
<td>MB1247418</td>
<td>Beverage Purchases 08/19</td>
<td>$ 400.72</td>
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<tr>
<td>Stan Oley's Tennis Equip Sales &amp; Service Inc.</td>
<td>004179</td>
<td>MB107752</td>
<td>Repairs 03/19</td>
<td>$ 268.70</td>
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</tbody>
</table>
### Mirabay at Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**  
**July 1, 2019 Through July 31, 2019**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staples Advantage</td>
<td>004180</td>
<td>MB8055155816</td>
<td>Supplies</td>
<td>$ 534.07</td>
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<tr>
<td>Staples Advantage</td>
<td>004193</td>
<td>MB8055331181</td>
<td>Supplies</td>
<td>$ 633.60</td>
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<tr>
<td>Sysco-West Coast Florida</td>
<td>004171</td>
<td>MB237651688</td>
<td>Supplies</td>
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</tr>
<tr>
<td>Sysco-West Coast Florida</td>
<td>004171</td>
<td>MB237664232</td>
<td>Food, Beverage &amp; Supplies 08/19</td>
<td>$ 2,233.45</td>
</tr>
<tr>
<td>Sysco-West Coast Florida</td>
<td>004181</td>
<td>MB237675836</td>
<td>Food, Beverage &amp; Supplies 08/19</td>
<td>$ 1,430.47</td>
</tr>
<tr>
<td>Sysco-West Coast Florida</td>
<td>004189</td>
<td>MB237687376</td>
<td>Food, Beverage &amp; Supplies 08/19</td>
<td>$ 2,360.77</td>
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<tr>
<td>Sysco-West Coast Florida</td>
<td>004194</td>
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<td>Food, Beverage &amp; Supplies 08/19</td>
<td>$ 774.17</td>
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<tr>
<td>Tampa Bounce, LLC</td>
<td>004182</td>
<td>MBMIR072019</td>
<td>Bounce House Rental 07/19</td>
<td>$ 350.00</td>
</tr>
</tbody>
</table>

**Report Total**  
$ 17,216.99
Tab 45
Operation and Maintenance Expenditures
August 2019
For Board Approval
Evergreen

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2019 through August 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: $1,260.00

Approval of Expenditures:

_______________________________

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary
### Evergreen at Harbor Bay Community Development District

#### Paid Operation & Maintenance Expenditures

August 1, 2019 Through August 31, 2019

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott E Jones</td>
<td>000159</td>
<td>07/19 JONES</td>
<td>Off Duty Evergreen 07/19</td>
<td>$ 520.00</td>
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<tr>
<td>Kevin D Withey</td>
<td>000160</td>
<td>07/19 WITHEY</td>
<td>Off Duty Evergreen 07/19</td>
<td>$ 520.00</td>
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<tr>
<td>Hillsborough County Sheriff's Office</td>
<td>000161</td>
<td>36947</td>
<td>Admin/Boat Fees 07/19</td>
<td>$ 220.00</td>
</tr>
</tbody>
</table>

**Report Total**

$ 1,260.00
August 27, 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 166</td>
<td>Hecker Construction Company, Inc.</td>
<td>$51,240.28</td>
</tr>
<tr>
<td>MP 167</td>
<td>Mills Paskert Divers</td>
<td>$5,589.50</td>
</tr>
<tr>
<td>MP 168</td>
<td>Christopher Oliszewski – Upland</td>
<td>$59,165.00</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 14, 2019
PAYEE: Hecker Construction Company, Inc.
ADDRESS: PO BOX 989
Ruskin, FL 33575

REQUISITION NO. MP 166
AMOUNT DUE: $51,240.28
FUND: Seawall Operating Account

DESCRIPTION: Pay App #2 for Master Seawall Project – Mira Bay Emergency 197°

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

5/27/19

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: ____________________________
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
# Hecker Construction Company, Inc.

**TO (CONTRACTOR):**
Harbor Bay Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625

**PROJECT: Mira Bay Emergency 197**
5705 Sea Turtle
524 & 528 Isle Bay

**ENGINEER: Cardno**

---

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**DATE:** 7/22/2019
**APPLICATION NO.:** 2
**PERIOD FROM:** 6/8/2019
**PERIOD TO:** 7/22/2019
**CONTRACT DATE:** 3/29/2019

---

## CONTRACTOR'S APPLICATION FOR PAYMENT

<table>
<thead>
<tr>
<th>Change Orders approved in previous months by Owner</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
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<tr>
<td>Approved this Month</td>
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<td>Change Order 4</td>
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<tr>
<td><strong>TOTALS</strong></td>
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<td></td>
</tr>
</tbody>
</table>

Net change by Change Orders (29,040.73)

---

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 __________________________ 7/22/2019

---

## OWNER'S 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.

AMOUNT CERTIFIED: $51,240.28

---

The undersigned has signed and sealed this Certificate in accordance with the terms of the Contract.

By __________________________ Date: 7/22/2019

---

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 this 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>
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<tbody>
<tr>
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<td>53,937.14</td>
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</table>

***GRAND TOTALS***

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<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>
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<tr>
<td>107,874.27</td>
<td>53,937.14</td>
<td>$53,937.14</td>
<td>107,874.27</td>
<td>100%</td>
<td>(0.00)</td>
<td>5,393.71</td>
</tr>
</tbody>
</table>

CONTRACTOR: Hecker Construction Company, Inc.
TO (CONTRACTOR): Harbor Bay Community Development District 12750 Citrus Park Lane, Suite 115 Tampa, Fl, 33625
PROJECT: Mira Bay Emergency 197" 5705 See Turtle 524 & 528 Isle Bay
ENGINEER: Cardno

APPLICATION NUMBER: 3
APPROVED DATE: 7/22/2019
PERIOD FROM: 6/8/2019
PERIOD TO: 7/22/2019
CONTRACT DATE: 3/29/2019

### CONTRACTOR'S APPLICATION FOR PAYMENT

<table>
<thead>
<tr>
<th>Change Order Summary</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved this Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Change Order 1 - Sheet #</td>
<td>($29,040.73)</td>
<td></td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$0.00</td>
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<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><strong>TOTAL</strong></td>
<td></td>
<td>($29,040.73)</td>
</tr>
</tbody>
</table>

Net change by Change Orders ($29,040.73)

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: ___________________________  7/22/2019

### OWNER'S 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.

AMOUNT CERTIFIED: $5,393.71

(Attach explanation if amount certified differs from the amount applied for)

By: ___________________________  Date: 7/22/2019

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 this Contract.
<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPL.</th>
<th>WORK COMPL.</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>5705 Sea Turtle, 524 &amp; 526 Isle Bay (197)</td>
<td>107,874.27</td>
<td>53,937.14</td>
<td>53,937.14</td>
<td>107,874.27</td>
<td>100%</td>
<td>(0.00)</td>
<td>-</td>
</tr>
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<td></td>
</tr>
</tbody>
</table>

***GRAND TOTALS***

|                   | 107,874.27 | 53,937.14 | $ 53,937.14 | 107,874.27 | 100% | (0.00) | -         |

CONTRACTOR: Hecker Construction Company, Inc.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 14, 2019
PAYEE: Mills Paskert Divers
ADDRESS: 100 N. Tampa Street
          Suite 3700
          Tampa, FL 33602

REQUISITION NO. MP 167
AMOUNT DUE: $5,589.50
FUND: Seawall Operating Account

DESCRIPTION: Invoice #’s 45868, 45869 & 46070 for Resident Litigation – Services through 07/31/19

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] 8/27/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
August 8, 2019
Harbor Bay Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625
Attention: Mr. Joseph Roethke, District Manager

Re: HBCDD - Kelly Claim

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/05/19</td>
<td>TGT</td>
<td>Analyzed Kelly claim and correspondence from counsel; emailed Mr. Davis regarding same.</td>
<td>0.50</td>
<td>150.00</td>
</tr>
</tbody>
</table>

Total Professional Services: 0.50 $150.00

TIMEKEEPER SUMMARY

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TGT</td>
<td>Ty G Thompson Partner</td>
<td>0.50</td>
<td>$300.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

DISBURSEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/10/19</td>
<td>Photocopies (42 @ 0.25)</td>
<td>10.50</td>
</tr>
<tr>
<td>07/10/19</td>
<td>Photocopies (18 @ 0.25)</td>
<td>4.50</td>
</tr>
<tr>
<td>07/10/19</td>
<td>Photocopies (9 @ 0.25)</td>
<td>2.25</td>
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<tr>
<td>07/10/19</td>
<td>Photocopies (58 @ 0.25)</td>
<td>14.50</td>
</tr>
<tr>
<td>07/10/19</td>
<td>Photocopies (8 @ 0.25)</td>
<td>2.00</td>
</tr>
</tbody>
</table>

Total Disbursements: $33.75
### Totals for This Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$150.00</td>
</tr>
<tr>
<td>Disbursements</td>
<td>$33.75</td>
</tr>
<tr>
<td><strong>TOTAL THIS INVOICE</strong></td>
<td><strong>$183.75</strong></td>
</tr>
<tr>
<td><strong>TOTAL DUE TO DATE</strong></td>
<td><strong>$183.75</strong></td>
</tr>
</tbody>
</table>

*Payment is Due Within 30 Days of This Invoice Date*
Re: HBCDD - McKelligott Claim

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/31/19</td>
<td>MGD</td>
<td>Phone call with Mr. Curley regarding response to McKelligott demand.</td>
<td>0.40</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Total Professional Services: 0.40 $100.00

**TIMEKEEPER SUMMARY**

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MGD</td>
<td>Matthew G Davis</td>
<td>0.40</td>
<td>$250.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
Totals for This Invoice

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$100.00</td>
</tr>
<tr>
<td>TOTAL THIS INVOICE</td>
<td>$100.00</td>
</tr>
<tr>
<td>TOTAL DUE TO DATE</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Payment is Due Within 30 Days of This Invoice Date
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Harbor Bay Community Development District
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625
Attention: Mr. Joseph Roethke, District Manager

August 23, 2019
Invoice #: 46070
Tax ID#: 74-3029197
Page: 1
TGT / 117210

Re: Harbor Bay Community Development District

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/02/19</td>
<td>MGD</td>
<td>(Carley) Receipt and review of docs for completeness, review policy for coverage, and prepare and send e-mail to Mr. Roethke regarding additional information needed.</td>
<td>0.70</td>
<td>175.00</td>
</tr>
<tr>
<td>07/05/19</td>
<td>MGD</td>
<td>(Kelly) Prepare and send e-mail to Mr. Curley regarding Bennett's demand and suggested response.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/05/19</td>
<td>MGD</td>
<td>(Kelly) Receipt and review of demand letter and supporting exhibits.</td>
<td>1.00</td>
<td>250.00</td>
</tr>
<tr>
<td>07/05/19</td>
<td>MGD</td>
<td>(Kelly) Prepare and send initial response to demand letter to Kelly's counsel.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/09/19</td>
<td>MGD</td>
<td>(Kelly) Receipt and review of suggested response from Paul Curley and prepare and send e-mail to Cardno re same.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>(Kelly) Receipt and review of prior claim including Manson and Langan reports, analyze in conjunction with Kelly's demand and itemized costs, and prepare memo analyzing same and preparing defense recommendations in light of threatened litigation.</td>
<td>4.60</td>
<td>1,150.00</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>Update protocol to reflect final deadline to submit upland repair claims.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>(Kelly) Phone call with Jennifer with Rizzetta regarding documents needed to evaluate Kelly demand.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>Prepare draft notice of final deadline to submit upland repair claims to all canal property owners.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>Prepare draft language to send to Board for July agenda re Kelly and Andreason/Lionet claims.</td>
<td>0.60</td>
<td>150.00</td>
</tr>
</tbody>
</table>
### HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
August 23, 2019

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>Phone call with Paul Curley regarding Kelly claim and proposed notice to all property owners of final claim submission deadline.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Gamache regarding Carley claims, status of Blauser and McGuire inspections and Kelly claim.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGD</td>
<td>(Heinz) Prepare and send e-mail to Mr. Burby to determine whether Heinz claim is ready for July agenda.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/11/19</td>
<td>MGD</td>
<td>Receipt and review of Mr. Curley's comments regarding the Kelly claim, changes to protocol, and Lionet claim, and prepare and send response regarding same.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>07/11/19</td>
<td>MGD</td>
<td>(Heinz &amp; Kelly) Phone call with Mr. Burby regarding issues with Heinz claim as well as initial thoughts on Kelly demand.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>07/15/19</td>
<td>MGD</td>
<td>(Oliszewski) Receipt and review of quit claim deed, revise settlement agreement, and send to Mr. Roethke.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/16/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Lockom's e-mail regarding susnetting the claims process.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGD</td>
<td>Prepare changes to notice suggested by Mr. Lockom as well as provide in e-mail rational for sending by US Mail.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Wick's e-mail regarding Langan reports.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGD</td>
<td>(Glazer) Receipt and review of claim, review docs for completeness, update claims spreadsheet and send Mr. Roethke e-mail regarding completeness.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGD</td>
<td>Phone call with Mr. Levantry regarding July agenda issues.</td>
<td>0.40</td>
<td>100.00</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGD</td>
<td>Phone call with Mr. Wick regarding July agenda issues.</td>
<td>0.70</td>
<td>175.00</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to all board members regarding proposed changes to final notice.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGD</td>
<td>Phone call with Mr. Lockom regarding July upland agenda items.</td>
<td>0.40</td>
<td>100.00</td>
</tr>
<tr>
<td>07/18/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Wick's e-mail regarding easement construction guidelines.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/18/19</td>
<td>MGD</td>
<td>Review protocol and notice of claim changes as well as Kelly claim and supporting documents in preparation for July board meeting.</td>
<td>1.00</td>
<td>250.00</td>
</tr>
<tr>
<td>07/18/19</td>
<td>MGD</td>
<td>Phone call with Mr. Gamache regarding July claims.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/18/19</td>
<td>MGD</td>
<td>Appear for and attend (telephonically) the July Board meeting.</td>
<td>0.80</td>
<td>200.00</td>
</tr>
<tr>
<td>07/18/19</td>
<td>TGT</td>
<td>Corresponded with Mr. Davis regarding matter; issues pertaining to claims analysis.</td>
<td>0.50</td>
<td>150.00</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Roethke regarding canal owner notice of termination of upland claim process.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Kelly's lawyer following board meeting.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MGD</td>
<td>Phone call with Mr. Roethke regarding denial of claims language.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>Date</td>
<td>Code</td>
<td>Description</td>
<td>Hours</td>
<td>Rate</td>
</tr>
<tr>
<td>--------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MGD</td>
<td>Prepare suggested language denying claims for property owners that purchased/built property after February 2, 2018.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MGD</td>
<td>(Glazer) Receipt and review of policy to determination coverage.</td>
<td>0.60</td>
<td>150.00</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MGD</td>
<td>Receipt and review of Mr. Roethke's July board meeting follow up.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MGD</td>
<td>Phone call with Paul Curley regarding denial of claims language.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/23/19</td>
<td>MGD</td>
<td>(McGuire) Receipt and review of Cardno Report in conjunction with Burby report to confirm all issues addressed; update spreadsheet; e-mail Cardno with additional questions and notify Burby.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>07/23/19</td>
<td>MGD</td>
<td>(Heinz) Receipt and review of Burby e-mail with Helicon Report and update spreadsheet.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/23/19</td>
<td>MGD</td>
<td>(Blauser) Receipt and review of Cardno report in conjunction with intake form to ensure all issues addressed; follow up e-mail to Mr. Gamach with additional questions; notify Burby; update claims spreadsheet.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>07/24/19</td>
<td>MGD</td>
<td>(Blauser &amp; McGuire) Receipt and review of Cardno's response regarding wall condition.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/24/19</td>
<td>MGD</td>
<td>(O'Leary) Receipt, review and response to Mr. Roethke's e-mail regarding resubmission of claim to board.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/24/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Roethke's e-mail regarding claims status.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/25/19</td>
<td>MGD</td>
<td>(Blauser and McGuire) Receipt and review of e-mail from Mr. Burby regarding Helicon estimate on these properties.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/25/19</td>
<td>MGD</td>
<td>(Blauser, McGuire, Kelly) Phone call with Jason Burby regarding inspection of these lots and issues re same.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/25/19</td>
<td>MGD</td>
<td>(Heinz) Receipt and review of Burby estimate and explanation of certain costs and phone call re same.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/29/19</td>
<td>MGD</td>
<td>(McKelligott) Receipt, review and analysis of McKelligott demand letter and supporting documents.</td>
<td>1.00</td>
<td>250.00</td>
</tr>
<tr>
<td>07/29/19</td>
<td>MGD</td>
<td>Receipt and review of Burby e-mail re Blauser and McGuire estimates.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/29/19</td>
<td>MGD</td>
<td>(McKelligott) Prepare and send e-mail to Mr. Curley analyzing McKelligott demand.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/30/19</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Gamache regarding analysis of McKelligott claim.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/30/19</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Curley's e-mail regarding analysis of McKelligott claim.</td>
<td>0.10</td>
<td>25.00</td>
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<tr>
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<td>MGD</td>
<td>Phone call with Mr. Gamache regarding McKelligott demand and defenses to same.</td>
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**Total Professional Services:** 20.00 $5,025.00
TIMEKEEPER SUMMARY

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DISBURSEMENTS

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<td>18.25</td>
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<tr>
<td>07/17/19</td>
<td>Photocopies (80 @ 0.25)</td>
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<tr>
<td>07/24/19</td>
<td>Photocopies (150 @ 0.25)</td>
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<td>Photocopies (50 @ 0.25)</td>
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<tr>
<td>07/24/19</td>
<td>Photocopies (50 @ 0.25)</td>
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<tr>
<td>07/25/19</td>
<td>Photocopies (25 @ 0.25)</td>
<td>6.25</td>
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<tr>
<td>07/25/19</td>
<td>Photocopies (25 @ 0.25)</td>
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<td>07/25/19</td>
<td>Photocopies (25 @ 0.25)</td>
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<td>07/25/19</td>
<td>Photocopies (11 @ 0.25)</td>
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<td>07/25/19</td>
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<td>07/25/19</td>
<td>Photocopies (21 @ 0.25)</td>
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<td>Photocopies (10 @ 0.25)</td>
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<td>07/25/19</td>
<td>Postage (292 @ 0.50)</td>
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Total Disbursements: $280.75
## Totals for This Invoice

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<td>Disbursements</td>
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<td>TOTAL THIS INVOICE</td>
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Payment is Due Within 30 Days of This Invoice Date
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 15, 2019
PAYEE: Christopher Oliszewski
ADDRESS: 5705 Sea Turtle Place
           Apollo Beach, FL 33572

REQUISITION NO. MP 168
AMOUNT DUE: $59,165.00
FUND: Seawall Operating Account

DESCRIPTION: 08/15/19 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] 8/27/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $59,165.00

Project Name: Harbor Bay CDD Upland Claim

Date: August 15, 2019

Payable To: Christopher Oliszewski

Address: 5705 Sea Turtle Place, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 5705 Sea Turtle Place, Apollo Beach, FL 33572

Manager Approval: 

[Signature] 2/27/19
September 10, 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) AS FOLLOWS:

A) BURBY ENGINEERING VIA USPS
B) ALL OTHERS VIA UPS

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
<th>PAYEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 169</td>
<td>Burby Engineering</td>
<td>$2,311.36</td>
</tr>
<tr>
<td>MP 170</td>
<td>Cardno, Inc.</td>
<td>$5,205.00</td>
</tr>
<tr>
<td>MP 171</td>
<td>Hopping Green &amp; Sams</td>
<td>$37,571.72</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,

HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: September 4, 2019
PAYEE: Burby Engineering
ADDRESS: 3010 West Azeele Street
         Suite 150
         Tampa, FL 33609

REQUISITION NO. MP 169
AMOUNT DUE: $2,311.36
FUND: Seawall Operating Account

DESCRIPTION: Invoice #s 1593 & 1625 for Project E17-057 for Engineering Services

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Seawall Operating Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies 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

9/6/19

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.
Bill To
Harbor Bay Community Dav. District
c/o Matthew G. Davis, Esq.
Mills Paskert Divers
100 N Tampa Street, Suite 3700
Tampa, FL 33602

<table>
<thead>
<tr>
<th>Project</th>
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<tr>
<td>E17-057 Harbor Bay Comm. District</td>
<td>Due on receipt</td>
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<table>
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<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>0.25</td>
<td>Principal Engineer: Welch (413 Islebay Drive) Claim: Review contractor quotes and send summary email to Attorney Matthew Davis (MPD). (6/14)</td>
<td>250.00</td>
<td>62.50</td>
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<tr>
<td>0.25</td>
<td>Principal Engineer: Heinz (5731 Sea Turtle Place) Claim: Coordination with Client for scheduling and site access. (6/27)</td>
<td>250.00</td>
<td>62.50</td>
</tr>
<tr>
<td>5</td>
<td>Principal Engineer: Heinz (5731 Sea Turtle Place) Claim: Load tools and equipment for field work. Review documents. Measure wall, dig to expose type of foundation (rock foundation), measure cracks, meet with Helicon, and photograph surrounding conditions. Portal-to-portal travel. Post-process data. Coordinate with contractors and Client. (7/8, 7/9, 7/11)</td>
<td>250.00</td>
<td>1,250.00</td>
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<tr>
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<td>Principal Engineer: Blauer (528 Islebay Drive) Claim: Review cardio and intake form. (7/23)</td>
<td>250.00</td>
<td>62.50</td>
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<tr>
<td>0.25</td>
<td>Principal Engineer: McGuire (503 Mirabay Blvd.) Claim: Review cardio and intake form. (7/23)</td>
<td>250.00</td>
<td>62.50</td>
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<tr>
<td>0.25</td>
<td>Principal Engineer: Kelly (511 Islebay Drive), Blauer (528 Islebay Drive), and McGuire (503 Mirabay Blvd.) claims: Phone call with Attorney Matthew Davis (MPD) to discuss Kelly, McGuire, and Blauer claims.</td>
<td>250.00</td>
<td>62.50</td>
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<tr>
<td>1</td>
<td>Mileage: Heinz (5731 Sea Turtle Place) Claim: 50 miles round trip x 0.60. (7/9)</td>
<td>30.00</td>
<td>30.00</td>
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<td>3.25</td>
<td>Administrative: General administrative assistance. Project coordination and scheduling. Administrative, file handling and processing. (6/17, 6/28, 7/9, 7/10, 7/11, 7/12, 7/17, 7/24, 7/25, 7/26)</td>
<td>65.00</td>
<td>211.25</td>
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<td>Tolls: Heinz (5731 Sea Turtle Place) Claim: (7/9)</td>
<td>5.11</td>
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</tbody>
</table>

Total $1,808.86

Payments / Retainer $0.00

Balance Due $1,808.86

Thank you for your business. Call if you have questions.
**Invoice**

**Bill To**
Harbor Bay Community Dev. District
c/o Matthew G. Davis, Esq.
Mills Paskert Divers
100 N Tampa Street, Suite 3700
Tampa, FL 33602

<table>
<thead>
<tr>
<th>Date</th>
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<tr>
<td>8/22/2019</td>
<td>1625</td>
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<td>Engineering</td>
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<table>
<thead>
<tr>
<th>Project</th>
<th>Terms</th>
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<tr>
<td>E17-057 Harbor Bay Comm. District</td>
<td>Due on receipt</td>
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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.25</td>
<td>Principal Engineer: Blauser (528 Islebay Drive) Claim: Review Cardno report and intake form. Coordination and planning for inspection. (7/29)</td>
<td>250.00</td>
<td>62.50</td>
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<tr>
<td>0.25</td>
<td>Principal Engineer: McGuire (503 Mirabay Blvd.) Claim: Review Cardno report and intake form. Coordination and planning for inspection. (7/29)</td>
<td>250.00</td>
<td>62.50</td>
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<tr>
<td>0.75</td>
<td>Principal Engineer: Kelly (511 Islebay Drive), Blauser (538 Islebay Drive), and McGuire (528 Mirabay Blvd.) Claims: Phone call with Attorney Matthew Davis to discuss Kelly, McGuire, and Blauser claims. Coordination and planning for inspection. (7/29, 8/12)</td>
<td>250.00</td>
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<td>Principal Engineer: Blauser (528 Islebay Drive) &amp; McGuire (503 Mirabay Blvd.) Claims: Coordination regarding Blauser and McGuire Claims. (8/6)</td>
<td>250.00</td>
<td>125.00</td>
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<td>1</td>
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<td>65.00</td>
<td>65.00</td>
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</tbody>
</table>

**Total** $502.50

**Payments / Retainer** $0.00

**Balance Due** $502.50

Thank you for your business. Call if you have questions.

* 3010 West Azeele Street, Suite 150 Tampa, FL 33609  
* Phone 813.600.3339  
* Fax 813.438.7011  
* vlyson@burbyengineering.com  
*
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: September 4, 2019
PAYEE: Cardno, Inc.
ADDRESS: P.O. Box 123400
         Dallas, TX 75312-3400

REQUISITION NO. MP 170
AMOUNT DUE: $5,205.00
FUND: Seawall Operating

DESCRIPTION: Invoice # 519974 for Professional Services through 08/23/19

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] 7/6/19
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER
Harbor Bay CDD  
12750 Citrus Park Lane  
Suite 115  
Tampa FL 33625  
Attention: Joe Roethke

For Professional Services Rendered through: 8/23/2019

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<tr>
<td><strong>Amount Due This Invoice</strong></td>
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Invoice #: 519974  
Project: 0002380102  
Project Name: WTR Harbor Bay CDD  
Invoice Group: 1  
Invoice Date: 8/30/2019
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**Total: Engineer**

33.00

**Total Phase: CONST -- Construction Services**

Labor: 5,205.00

Expense: 0.00

**Total Project: 0002380102 -- WTR Harbor Bay CDD**

5,205.00
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SEAWALL OPERATING ACCOUNT – SEAWALL REPAIR PROJECT

DATE: September 4, 2019
PAYEE: Hopping Green & Sams
ADDRESS: 119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314

REQUISITION NO. MP 171
AMOUNT DUE: $37,571.72
FUND: Seawall Operating Account

DESCRIPTION: Invoice # 109276 for Seawall Stabilization Project – Services through 07/31/19; Invoice # 109277 for Seawall Financing – Services through 07/31/19

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] 9/6/18
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.
### Seawall Stabilization Project
**HBCDD 00109 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>07/01/19</td>
<td>MGC</td>
<td>Review status regarding seawall contract negotiations; confer with individual board members regarding certain proposed terms; review draft supplemental engineering report and provide comments; prepare e-mail regarding seawall contract negotiation status.</td>
<td>6.00</td>
</tr>
<tr>
<td>07/01/19</td>
<td>SRS</td>
<td>Facilitate negotiations of Florida Structural Group contract.</td>
<td>0.50</td>
</tr>
<tr>
<td>07/02/19</td>
<td>MCE</td>
<td>Confer with Lockom.</td>
<td>0.20</td>
</tr>
<tr>
<td>07/02/19</td>
<td>MGC</td>
<td>Confer with Gamache regarding design criteria package review; confer with FSG bonding agent; confer with same.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/03/19</td>
<td>MCE</td>
<td>Review Lockom e-mail; confer with Lockom; review contract issues.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/03/19</td>
<td>MGC</td>
<td>Confer with Gamache regarding aspects of design-build seawall repair contract; review e-mails regarding contract negotiations; confer with design-builder's attorneys and paralegal regarding proposed meeting to finalize contract documents; prepare for same; prepare milestones chart per board member request.</td>
<td>7.10</td>
</tr>
<tr>
<td>07/07/19</td>
<td>MCE</td>
<td>Prepare for meeting with FSG.</td>
<td>0.30</td>
</tr>
<tr>
<td>07/07/19</td>
<td>MGC</td>
<td>Prepare and send e-mail to design-builder's counsel identifying issues for discussion in meeting.</td>
<td>1.10</td>
</tr>
<tr>
<td>07/08/19</td>
<td>MCE</td>
<td>Prepare for meeting with FSG; follow-up.</td>
<td>0.20</td>
</tr>
<tr>
<td>07/08/19</td>
<td>MGC</td>
<td>Prepare for meeting with design-builder's counsel; tour client property; travel with board member to Ft. Myers; participate in meeting with design-builder's counsel and client.</td>
<td>6.40</td>
</tr>
<tr>
<td>07/09/19</td>
<td>MGC</td>
<td>Confer with counsel for design-builder regarding proposed contractual language; confer with board member regarding same; finalize and distribute final unexecuted copies of design-build contract; confer with district engineer regarding work authorization for design-build contract.</td>
<td>6.50</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MGC</td>
<td>Confer with design-builder's attorney regarding execution of signature pages to seawall contract; confer with board member regarding same; call and leave a</td>
<td>0.50</td>
</tr>
</tbody>
</table>
07/11/19  MGC | Review FSG's signature page; prepare final copy of design-build contract; distribute same to board and design-builder; finalize chart identifying relevant milestones; confer with Gamache regarding same; forward to requesting board member; prepare summary of outstanding direct-purchase issues; confer with design-builder's attorney regarding same; review board member's proposed e-blast. | 5.70 hrs

07/12/19  MGC | Confer with board member regarding seawall contract announcement and associated issues; revise announcement and forward to club director for website. | 0.60 hrs

07/15/19  MGC | Confer with Carreja regarding contract; confer with district engineer regarding work authorization agreement for seawall construction oversight. | 0.50 hrs

07/16/19  MGC | Confer with counsel for Park Square regarding approval of design-builder's proposed plans to fix seawall; review e-mail from counsel. | 0.50 hrs

07/18/19  MCE | Review Wick comments; confer with Wick. | 0.10 hrs

07/18/19  MGC | Review e-mails from design-builder regarding direct purchase of sheet pile; confer with design-builder regarding same; review and analyze credit application; review district engineer work authorization regarding seawall repairs; provide comments to same; confer with Woodcock and Gamache regarding same; prepare for and participate in board meeting by phone. | 4.00 hrs

07/19/19  MGC | Confer with Swingonski and Holder regarding CMI credit application and purchase order for sheet pile; prepare CMI credit application; confer with district manager regarding same; review staging lot license agreement; forward same to design-builder's attorney. | 4.40 hrs

07/22/19  MGC | Confer with FSG regarding purchase order quote for sheet pile; confer with Roethke regarding CMI credit application requirements; confer with Gamache regarding same; confer with FSG regarding logistical issues associated with sheet pile delivery; confer with Aloia's paralegal regarding direct purchase procedures; confer with board member regarding same. | 2.20 hrs

07/23/19  MGC | Prepare e-mail to design-builder regarding direct purchase procedures; confer with design-builder regarding same and bonding issues. | 3.00 hrs

07/24/19  MGC | Review sheet pile vendor credit application materials prepared by the district manager; forward same to sheet pile vendor; prepare terms and conditions sheet for potential inclusion in purchase order document; confer with vendor regarding same. | 3.70 hrs

07/25/19  MGC | Review upcoming seawall milestones; confer with surety bond company regarding timeline. | 0.80 hrs

07/25/19  SRS | Research status of construction contract. | 0.60 hrs

**Total fees for this matter** | **$17,393.00**

**DISBURSEMENTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Reproduction</td>
<td>19.75</td>
</tr>
<tr>
<td>Travel</td>
<td>337.21</td>
</tr>
</tbody>
</table>
MATTER SUMMARY

Eckert, Michael C. 1.50 hrs 325 /hr $487.50
Collazo, Mike 53.70 hrs 310 /hr $16,647.00
Sandy, Sarah R. 1.10 hrs 235 /hr $258.50

TOTAL FEES $17,393.00
TOTAL DISBURSEMENTS $414.56

TOTAL CHARGES FOR THIS MATTER $17,807.56

BILLING SUMMARY

Eckert, Michael C. 1.50 hrs 325 /hr $487.50
Collazo, Mike 53.70 hrs 310 /hr $16,647.00
Sandy, Sarah R. 1.10 hrs 235 /hr $258.50

TOTAL FEES $17,393.00
TOTAL DISBURSEMENTS $414.56

TOTAL CHARGES FOR THIS BILL $17,807.56

Please include the bill number on your check.
**Hopping Green & Sams**  
Attorneys and Counselors  
119 S. Monroe Street, Ste. 300  
P.O. Box 5526  
Tallahassee, FL 32314  
850.222.7500  

![Bill Number 109277](image)  
Billed through 07/31/2019  

**2018 Seawall Financing**  
**HBCDD 00114 MCE**  

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/02/19</td>
<td>MCE</td>
<td>Review assessment questions and history.</td>
<td>0.40 hrs</td>
</tr>
<tr>
<td>07/03/19</td>
<td>SRS</td>
<td>Review financing documents; confer with Taylor regarding financing structure; provide comments to supplemental engineer's report.</td>
<td>5.50 hrs</td>
</tr>
<tr>
<td>07/05/19</td>
<td>MCE</td>
<td>Confer with Rowan, Taylor and Brizendine; follow-up from conference call; confer with Carreja.</td>
<td>1.90 hrs</td>
</tr>
<tr>
<td>07/07/19</td>
<td>MCE</td>
<td>Review draft engineer's report, assessment methodology, third supplemental trust indenture and preliminary limited offering memorandum; prepare comments.</td>
<td>5.20 hrs</td>
</tr>
<tr>
<td>07/08/19</td>
<td>MCE</td>
<td>Attend conference call with financing team.</td>
<td>0.40 hrs</td>
</tr>
<tr>
<td>07/08/19</td>
<td>SRS</td>
<td>Review financing documents; research same.</td>
<td>6.00 hrs</td>
</tr>
<tr>
<td>07/08/19</td>
<td>APA</td>
<td>Research project completion history regarding series 2001 and 2002 projects; finalize fiscal year 2019-2020 mailed and published notices.</td>
<td>1.20 hrs</td>
</tr>
<tr>
<td>07/09/19</td>
<td>MCE</td>
<td>Review financing issues.</td>
<td>0.30 hrs</td>
</tr>
<tr>
<td>07/09/19</td>
<td>SRS</td>
<td>Review financing documents.</td>
<td>5.30 hrs</td>
</tr>
<tr>
<td>07/10/19</td>
<td>MCE</td>
<td>Review draft preliminary limited offering memorandum and third supplemental trust indenture.</td>
<td>5.70 hrs</td>
</tr>
<tr>
<td>07/10/19</td>
<td>SRS</td>
<td>Prepare for and attend financing status conference call; follow-up regarding same.</td>
<td>0.70 hrs</td>
</tr>
<tr>
<td>07/10/19</td>
<td>APA</td>
<td>Confer with Budis regarding project completion documents for series 2001-2002 project; review joint stipulation regarding master trust indenture for series 2001-2002 project.</td>
<td>0.80 hrs</td>
</tr>
<tr>
<td>07/11/19</td>
<td>KFJ</td>
<td>Due diligence regarding bond disclosure.</td>
<td>0.20 hrs</td>
</tr>
<tr>
<td>07/11/19</td>
<td>MCE</td>
<td>Review revised financing documents.</td>
<td>0.50 hrs</td>
</tr>
<tr>
<td>07/11/19</td>
<td>SRS</td>
<td>Review financing documents; confer with Taylor regarding same.</td>
<td>2.80 hrs</td>
</tr>
<tr>
<td>Date</td>
<td>Name</td>
<td>Description</td>
<td>Hours</td>
</tr>
<tr>
<td>----------</td>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>07/11/19</td>
<td>KEM</td>
<td>Research and confirm continuing disclosure requirements.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/11/19</td>
<td>APA</td>
<td>Conduct due diligence review regarding series 2001A bonds; confirm compliance with continuing disclosure agreement regarding annual reports, quarterly reports, and audit reports.</td>
<td>5.20</td>
</tr>
<tr>
<td>07/12/19</td>
<td>SRS</td>
<td>Review financing documents; research project completion; confer with Rowan regarding same.</td>
<td>4.20</td>
</tr>
<tr>
<td>07/12/19</td>
<td>APA</td>
<td>Conduct due diligence regarding series 2002 bonds; confirm compliance with continuing disclosure agreement regarding annual reports, quarterly reports, and audit reports.</td>
<td>5.40</td>
</tr>
<tr>
<td>07/13/19</td>
<td>MCE</td>
<td>Review preliminary limited offering memorandum and financing documents.</td>
<td>2.10</td>
</tr>
<tr>
<td>07/13/19</td>
<td>SRS</td>
<td>Review financing documents.</td>
<td>1.40</td>
</tr>
<tr>
<td>07/14/19</td>
<td>SRS</td>
<td>Review preliminary limited offering memorandum, bond purchase agreement, and continuing disclosure agreement.</td>
<td>9.00</td>
</tr>
<tr>
<td>07/15/19</td>
<td>MCE</td>
<td>Review revised financing documents and provide comments.</td>
<td>1.30</td>
</tr>
<tr>
<td>07/15/19</td>
<td>MGC</td>
<td>Review limited offering memorandum regarding contract description.</td>
<td>0.50</td>
</tr>
<tr>
<td>07/15/19</td>
<td>SRS</td>
<td>Review preliminary limited offering memorandum, bond purchase agreement, and continuing disclosure agreement.</td>
<td>2.00</td>
</tr>
<tr>
<td>07/15/19</td>
<td>APA</td>
<td>Update form of issuer's counsel opinion letter.</td>
<td>1.20</td>
</tr>
<tr>
<td>07/16/19</td>
<td>MCE</td>
<td>Review issues with consent regarding bond validation agreement; confer with Carreja; confer with Lockom.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/16/19</td>
<td>SRS</td>
<td>Research bond validation agreement.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/17/19</td>
<td>MGC</td>
<td>Review Park Square's bond validation settlement agreement review of design-builder's concept, and district engineer's work authorization for seawall repair work.</td>
<td>0.10</td>
</tr>
<tr>
<td>07/17/19</td>
<td>APA</td>
<td>Review preliminary offering memorandum, bond purchase greement, and continuing disclosure agreement.</td>
<td>4.20</td>
</tr>
<tr>
<td>07/18/19</td>
<td>MCE</td>
<td>Review financing tasks to be completed.</td>
<td>0.20</td>
</tr>
<tr>
<td>07/22/19</td>
<td>MCE</td>
<td>Attend conference call with financing team; review financing issues.</td>
<td>1.00</td>
</tr>
<tr>
<td>07/22/19</td>
<td>SRS</td>
<td>Conduct follow-up regarding financing conference call.</td>
<td>0.40</td>
</tr>
<tr>
<td>07/28/19</td>
<td>MCE</td>
<td>Work on project financing matters; prepare for preclosing.</td>
<td>0.40</td>
</tr>
<tr>
<td>07/29/19</td>
<td>MGC</td>
<td>Review minimum service life of seawall; research and forward language from design criteria package.</td>
<td>0.10</td>
</tr>
<tr>
<td>07/29/19</td>
<td>MCE</td>
<td>Confer with Sealy; follow-up regarding financing issues.</td>
<td>0.60</td>
</tr>
<tr>
<td>07/29/19</td>
<td>SRS</td>
<td>Review financing documents, engineer's report, and assessment report;</td>
<td>1.40</td>
</tr>
</tbody>
</table>
research true-up history.
07/30/19 SRS Research true-up history; prepare true-up agreements. 0.70 hrs
07/31/19 MCE Research financing issues. 0.30 hrs
07/31/19 SRS Prepare true-up agreements; research same; confer with Brizendine regarding same. 2.10 hrs

Total fees for this matter $19,510.50

DISBURSEMENTS
Document Reproduction 226.75
Conference Calls 26.91

Total disbursements for this matter $253.66

MATTER SUMMARY

Papp, Annie M. - Paralegal 18.00 hrs 135 /hr $2,430.00
Ibarra, Katherine E. - Paralegal 0.70 hrs 135 /hr $94.50
Jusevitch, Karen F. - Paralegal 0.20 hrs 135 /hr $27.00
Eckert, Michael C. 21.00 hrs 325 /hr $6,825.00
Collazo, Mike 0.70 hrs 310 /hr $217.00
Sandy, Sarah R. 42.20 hrs 235 /hr $9,917.00

TOTAL FEES $19,510.50
TOTAL DISBURSEMENTS $253.66

TOTAL CHARGES FOR THIS MATTER $19,764.16

BILLING SUMMARY

Papp, Annie M. - Paralegal 18.00 hrs 135 /hr $2,430.00
Ibarra, Katherine E. - Paralegal 0.70 hrs 135 /hr $94.50
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Eckert, Michael C. 21.00 hrs 325 /hr $6,825.00
Collazo, Mike 0.70 hrs 310 /hr $217.00
Sandy, Sarah R. 42.20 hrs 235 /hr $9,917.00

TOTAL FEES $19,510.50
TOTAL DISBURSEMENTS $253.66

TOTAL CHARGES FOR THIS BILL $19,764.16

Please include the bill number on your check.
Tab 47
MONTHLY SUMMARY REPORT

September, 2019
Submitted by:
Ashley Adkins, Club Manager
Holly Faldetta, Activities Director
Jen Ashley, Café Manager
Amy Gallogy, Corporate Operations Direction
## JULY FINANCIALS

### KEY STATISTICS

**JULY 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>45,909</td>
<td>34,507</td>
<td>11,402</td>
<td>357,517</td>
<td>345,062</td>
<td>12,456</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>9,663</td>
<td>5,833</td>
<td>(3,832)</td>
<td>79,422</td>
<td>58,323</td>
<td>(21,100)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>64,611</td>
<td>58,976</td>
<td>(5,634)</td>
<td>554,427</td>
<td>589,746</td>
<td>35,317</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>18,030</td>
<td>14,013</td>
<td>(4,015)</td>
<td>145,298</td>
<td>140,143</td>
<td>(5,154)</td>
</tr>
<tr>
<td>Excess of Revenues Over</td>
<td>(46,395)</td>
<td>(44,315)</td>
<td>(2,080)</td>
<td>(421,630)</td>
<td>(443,150)</td>
<td>21,520</td>
</tr>
</tbody>
</table>

### GALLEY CAFÉ JULY 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>10,094</td>
<td>5,199</td>
<td>4,896</td>
<td>68,234</td>
<td>51,985</td>
<td>16,249</td>
</tr>
<tr>
<td>Beverage Sales (Alcohol)</td>
<td>9,475</td>
<td>4,198</td>
<td>5,277</td>
<td>64,869</td>
<td>41,984</td>
<td>22,885</td>
</tr>
<tr>
<td>Beverage Sales (Non-Alcoholic)</td>
<td>1,226</td>
<td>617</td>
<td>609</td>
<td>8,085</td>
<td>6,169</td>
<td>1,916</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>5,926</td>
<td>3,639</td>
<td>(2,288)</td>
<td>44,587</td>
<td>36,389</td>
<td>(8,198)</td>
</tr>
<tr>
<td>Beverage (Alcohol)</td>
<td>3,258</td>
<td>1,890</td>
<td>(1,368)</td>
<td>30,306</td>
<td>18,895</td>
<td>(11,411)</td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>479</td>
<td>278</td>
<td>(202)</td>
<td>4,214</td>
<td>2,776</td>
<td>(1,438)</td>
</tr>
<tr>
<td><strong>Total Profit for August</strong></td>
<td>$11,132</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Profit YTD</strong></td>
<td>$62,081</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FACILITY USAGE
(Also includes Admiral Pointe)

AUGUST 2019

Fitness Center 27%
Resort Pool 43%
Lagoon Room 5%
Outfitters 8%
Dockers, Playground & Volley Court 1%
Lounge, Café & Promenade 5%
Pickleball 0%
Basketball 0%
Tennis 5%
Adm Point Clubhouse 0%
Adm Point Pool 43%
% of Beverage Sales by Category

Top Sellers

- Smoothie: $484.00
- Non Alcoholic: $741.75
- Wine: $1,076.00
- Event Wine: $1,187.69
- Liquor: $2,468.50
- Bottle Beer: $3,197.25
% of Food Sales by Category

- Sand/Salad/Wrap: 34%
- Kids Meals: 14%
- Flatbread: 10%
- Steak Dinner: 10%
- Ice Cream: 9%
- Appetizer: 8%
- Friday Grillin: 5%
- French Fries/Tater Tot: 5%
- Pizza: 2%
- Snacks: 1%
- Catering: 2%

Top Sellers

- Sand/Salad/Wraps: $2,520.57
- Kids Meals: $1,069.29
- Flatbread: $763.70
- Steak Dinner: $725.00
- Ice Cream: $670.00
- Appetizer: $582.60
- Snacks: $582.60
- Catering: $670.00

Professionally managed by: WTS International

Monthly Summary Report
# Program & Events – August Recap

## Programs & Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Registration '18</th>
<th>Registration '19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Camp MiraBay</td>
<td>72</td>
<td>53</td>
</tr>
<tr>
<td>After School</td>
<td>103</td>
<td>82</td>
</tr>
<tr>
<td>Fitness Buddies</td>
<td>103</td>
<td>84</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>22</td>
<td>25</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>19</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>First Friday</td>
<td>N/A</td>
<td>70</td>
</tr>
<tr>
<td>Galley Steak Dinner</td>
<td>N/A</td>
<td>50</td>
</tr>
<tr>
<td>Gift Card Bingo</td>
<td>N/A</td>
<td>45</td>
</tr>
<tr>
<td>Kids Back to School Bash</td>
<td>30</td>
<td>47</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>45</td>
<td>30</td>
</tr>
<tr>
<td>Build-a-burger</td>
<td>56</td>
<td>51</td>
</tr>
<tr>
<td>Dive-in movie</td>
<td>N/A</td>
<td>Rained out</td>
</tr>
<tr>
<td>Adult Sip ‘N Swim</td>
<td>20</td>
<td>Rained Out</td>
</tr>
<tr>
<td>Comedy Night</td>
<td>50</td>
<td>70</td>
</tr>
</tbody>
</table>

### Details for Comedy Night

- **SATURDAY, AUGUST 17TH**
  - Lagoon Room
  - Dinner: 8:00pm
  - Show starts: 7pm

**STARRING**

- Frankie Paul
- John J Murray

**Adults 21+**

- $25 per person
- Dinner and entertainment included
- Menu: Pot Roast with garlic mashed potatoes and carrots, dinner roll, side salad and dessert

**Beverages will be available for purchase**

**Child Care will be available during this event for an additional fee**

**RSVP by calling Reception at**

813-648-1600 ext. 21

Space is limited.
AUGUST PROGRAM HIGHLIGHT:
Back to School Bash

The Kids got one last HOORAH before school started! They danced with their friends, played games, ate pizza and even enjoyed a photo booth! We’re sad to come to the end of summer, but this party made going back to school a little more exciting!
AUGUST PROGRAM HIGHLIGHT:
Back to School Bash Cont.
UPCOMING PROGRAMS & EVENTS FOR SEPTEMBER

<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>After School</td>
<td>Monday-Friday</td>
<td>2-6pm</td>
</tr>
<tr>
<td>*1-6pm Mondays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Music Lessons</td>
<td>Every Tuesday &amp;</td>
<td>5pm</td>
</tr>
<tr>
<td></td>
<td>Wednesday</td>
<td></td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>Every Tuesday</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>Every Friday</td>
<td></td>
</tr>
<tr>
<td>Life Enrichment Series</td>
<td>September 4th</td>
<td>6:30pm</td>
</tr>
<tr>
<td>Yappy Hour</td>
<td>September 5th</td>
<td>6:30-8:30pm</td>
</tr>
<tr>
<td>First Friday</td>
<td>September 6th</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Grandparents Day Ice Cream Social</td>
<td>September 8th</td>
<td>12-3pm</td>
</tr>
<tr>
<td>Trivia Night</td>
<td>September 12th</td>
<td>6:30pm</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>September 13th</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>September 20th</td>
<td>5-8pm</td>
</tr>
<tr>
<td>Dive-in Movie</td>
<td>September 20th</td>
<td>7:30pm</td>
</tr>
<tr>
<td>Adult Sip 'N Swim</td>
<td>September 21st</td>
<td>7-10pm</td>
</tr>
<tr>
<td>Newcomers Connection</td>
<td>September 22nd</td>
<td>4-6pm</td>
</tr>
<tr>
<td>Parent’s Night Out</td>
<td>September 27th</td>
<td>6-10pm</td>
</tr>
<tr>
<td>Martini Madness</td>
<td>September 28th</td>
<td>7-10pm</td>
</tr>
</tbody>
</table>

**UPCOMING PROGRAMS & EVENTS**

**DATE(S)**
- Monday-Friday
- Every Tuesday & Wednesday
- Every Tuesday
- Every Friday
- September 4th
- September 5th
- September 6th
- September 8th
- September 12th
- September 13th
- September 20th
- September 21st
- September 22nd
- September 27th
- September 28th

**TIME**
- 9am-12pm
- 2-6pm
- *1-6pm Mondays
- 5pm
- 6-9pm
- 6:30pm
- 6:30-8:30pm
- 6-9pm
- 12-3pm
- 6:30pm
- 5-9pm
- 5-8pm
- 7:30pm
- 7-10pm
- 4-6pm
- 6-10pm
- 7-10pm
WTS PROJECTS:

WTS corporate, management and staff have been working closely with board liaison, Mr. Lockom on our operations here at the MiraBay Club. We have made several strides in certain areas and will continue to build better lifestyles through our services.

Galley Café:
Over the past several months, we have implemented new processes and tightened controls creating success and better margins in the Cafe. Our average food cost YTD is 65% of sales, our average alcohol cost is 47% of sales and our average non-alcohol beverage cost is 52% of sales.

Working through the final stages of an updated menu including a new look, new items and updated pricing.

Amenity Handbook: Requested changes and updated changes requested by supervisors and sent to counsel for modification.

Fitness Equipment: Target install date has been set for the end of September. Once equipment arrives at the installer location, we will be contacted directly to set up a specific date. Within the next couple of weeks staff will begin to clear the lobby area for rubber floor installation and equipment. Necessary communications will go out to residents.

Resident Outreach: Reached out to residents who have not utilized the Clubhouse over the past year to gather insight/feedback as to what would get them here. Received several responses, next steps are below:

Done:
- Trivia Thursdays- 6:30-8pm on the 2nd Thursday of every month beginning in September
- Begin monthly café specials starting in August (Cubans)
- Begin monthly lifestyle enrichment seminars with rotating topics on the first Wednesday of the month starting in September

To do:
- Re-send email for online daxko registration for programs, and included reception email on flyers so residents can email an RSVP for events (before the end of the month)
- Have rotation themes for first Fridays beginning with a reggae night with Caribbean buffet or food special September 6th
Club Director Report

MIRABAY

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

FROM: Harbor Bay CDD Club Director

DATE: September 19, 2019

RE: August 2019 Club Director Report

Administrative & Operational Points of Interest:

• Wolf Creek Park Shades – The Notice of Commencement has been issued and we are currently waiting for the permits to begin work. Permit can take 90 days, completion will take 30. The vendor requested a site plan that displays existing playground equipment and advised that the shade structure requires a 25ft setback from property lines. Cardno is working on these two issues. TARGET DATE 10/31/19.

• The gate slide leaking issue is still being reviewed by Cardno. TARGET DATE 9/30/19.

• The FMX software is now operational. Information continues to be inputted, and barcoding will begin soon. Scheduling/reservations for Clubhouse amenities are being merged from the WTS Google Calendar and the FMX system will be utilized for reservations. TARGET DATE 9/20/19.

• There are continuous issues with Air Masters service, and we have received quotes from other companies for HVAC and refrigeration services. TARGET DATE 9/18/19.

• We are working with Netix to get all information current on the CDD Site. TARGET DATE 9/30/19.

• We have updated the vessel forms with the attorney verbiage and sending notice of potential fines for non-compliance. TARGET DATE 9/30/19.

• We are working on the Landscape transition plan for CLM and have scheduled the irrigation walk through with them on 9/25. Transition plan completion TARGET DATE 9/18/19.

• The Boat Lift inspection took place and we approved a quote to replace the lift slings. TARGET DATE 9/27/19.

• We are revising our Emergency Action Plan, and seeking training from Cintas for various safety issues. TARGET DATE 10/4/19.

• Vendors we are working with for improvements:
  o Lee T Kim and Jody for landscaping - ongoing
  o LK Industrial for Boat Lift Slings – TARGET DATE is 9/30/19
  o John Cable Roofing for roof repairs – TARGET DATE is 9/30/19
  o Siesta Keys / Florida Paint for Painting – TARGET DATE is 10/18/19
  o Poseidon for pool - ongoing
  o Envera for gates and cameras - ongoing
  o Yardmasters for tree removals - ongoing
  o Hecker Construction for pool posts - TARGET DATE is 10/15/19
  o Premier Technologies for IT - ongoing
  o HCSO for trespassing, other issues and updates - ongoing
  o My Flooring Guys for flooring improvements – on hold
  o Gulf Coast Air & ABC Mechanical for A/C issues - ongoing
  o Vertex/Solitude for fountain - ongoing
Basketball/Tennis Courts/Parks: Vandalism calls - 2
  • A root has been discovered that may affect the court. We will be working with Capital Land Management, once they begin the contract

Team Current Projects:
  • Storm Draining issues – common areas
  • Flooring - Office / Stairwell
  • HVAC Equipment
  • Grounds - Landscaping
  • Grounds - Power washing
  • Grounds - Sidewalk repairs
  • Guard House renovations
  • Painting of Buildings
  • Paving - Landscape
  • Playground equipment
  • Pool Furniture Wax
  • Pool Bathroom Remodel
  • Shade Sails

Vessels:
  • 2018 - 5 remaining
  • 2019 - 59 remaining

voids: 4 in the month of August

Maintenance Completed:
  • Relocated 1 possum
  • Oil change on truck
  • Gate strike, N resident
  • Reset timers
  • Clean all drains for pool deck
  • Cleaned mulch off walkway
  • Relocated 1 raccoon
  • Blew off pool and clubhouse x 4
  • Repair on stove in café
  • Admiral Pointe gate issue-Main Gate
  • Power washed x 5
  • Void inspection at 430 Islebay
  • Met with pool filter company
  • Closed pool for storm
  • Met with John Cable for roof repair
  • Repaired Landing Park walkway/wires
  • Rebuilt ramp at Landings Park
  • Gate strike, N resident
  • Cleaned up pool after storm
  • Repaired entrance light
  • Toilet repair in café
  • Pool issues with Poseidon
  • Repaired pool timer
  • Repaired bathroom door handle
- Cleaned ice machine at Outfitters
- Installed new bridge lights for lanterns
- Repaired South gate
- Secured pool furniture for storm
- Put away paddles and kayak equipment
- Repaired door lock
- Re-fastened basketball windscreen
- Troubleshoot boat lift inbound
- Relocated lagoon furniture
- Cleaned up pool after storm
- Picked up trash at poolside
- Repaired light on bridge
- Repaired light at 41 and Mirabay Blvd
- Met with Pool Works for pool issue
- Met with LK Industrial for boat lift
- Inspected sea wall hole at Sea Turtle
- Met with Cardno – drains
- Repaired pot hole
- Unclogged toilets x 5
- Picked up tree debris from road
- Cleaned all water out of trash cans
- Pool feature fountain repair
- Unclogged pool drain
- Repaired clubhouse door
- Removed trash from clubhouse pool
- Cleaned all gate scanners
- Repaired pole at Admiral Pointe
- Repaired S Resident gate
- Performed void repair
- Picked up trash at clubhouse
- Painted dock lights
- Cleaned ground gutter at tennis court
- Repaired Outfitters dock lights
- Filled void at 617 Mirabay
- Filled void at 542 Islebay
- Filled void at 446 Islebay
- Inspected boat lift with Hecker
- Refrigeration inspection with Pelican Aire
- Worked with Air Masters for A/C Issues x3
- Repaired pool gate at Outfitters
- Met with Ryan for pool slide inspection
- Adjusted lighting at bridge
- Chlorinated and cleaned club fountains
- Repaired Admiral Pointe swing gate
- Cleaned up dumpster area
- Installed ballet bars in gym
- Met with Main Gate for Admiral Pointe gate
- Met with pool company for filter issue
- Repaired club house door
- Met with Yard Masters for trees
- Oiled basketball court equipment
- Met with LTK for tree on Mirabay (lightning)
- Changed lights in stairway
- Cleaned out drains
- Repaired leak in café drain
- Repaired playground drain
- Repaired pool security cameras
- Worked with emerge
- Repaired Admiral Pointe fence
- Repaired tennis shoe wash
- Repaired water fountain leak
- Assembled new grill
- Met with Terminex at Admiral Pointe
- Trimmed trees around light house
- Met with Cintas for fire and safety
- Repaired men’s restroom trim
- Repaired café beer cooler
- Repaired ADA chair at pool
- Pulled fountain due to issue
- Met with Main Gate at Bay Breeze
- Reset pool timer
- Gate strike North Resident
- Repaired Catering Kitchen oven
- Met with Air Masters for ice machine cleaning
- Inspection of fence at Admiral Point for school
- Gate strike, South Resident gate
- Picked up trash at Admiral Pointe after event
- Repaired magnet on door
- Met with CLM for a community landscape tour
Tab 49
Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Harbor Bay Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance. Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.
Quotation being provided for:

Harbor Bay Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

Term: October 1, 2019 to October 1, 2020

Quote Number: 100119618

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

<table>
<thead>
<tr>
<th>COVERED PROPERTY</th>
<th>Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling</th>
<th>Loss of Business Income</th>
<th>Additional Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blanket Building and Contents</td>
<td>$13,308,867</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Inland Marine</td>
<td>$568,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

<table>
<thead>
<tr>
<th>Valuation</th>
<th>Coinurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>Replacement Cost</td>
</tr>
<tr>
<td>Inland Marine</td>
<td>Actual Cash Value</td>
</tr>
</tbody>
</table>

DEDUCTIBLES:

- $2,500 Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
- 3% Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.
- Per Attached Schedule Inland Marine

Special Property Coverages

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Deductibles</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth Movement</td>
<td>$2,500</td>
<td>Included</td>
</tr>
<tr>
<td>Flood</td>
<td>$2,500 *</td>
<td>Included</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>TRIA</td>
<td></td>
<td>Included</td>
</tr>
</tbody>
</table>

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM $79,800
**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

<table>
<thead>
<tr>
<th>(X)</th>
<th>Code</th>
<th>Extension of Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>A</td>
<td>Accounts Receivable</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>B</td>
<td>Animals</td>
<td>$1,000 any one Animal, $5,000 Annual Aggregate in any one agreement period</td>
</tr>
<tr>
<td>X</td>
<td>C</td>
<td>Buildings Under Construction</td>
<td>As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.</td>
</tr>
<tr>
<td>X</td>
<td>D</td>
<td>Debris Removal Expense</td>
<td>$250,000 per insured or 25% of loss, whichever is greater</td>
</tr>
<tr>
<td>X</td>
<td>E</td>
<td>Demolition Cost, Operation of Building Laws and Increased Cost of Construction</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>F</td>
<td>Duty to Defend</td>
<td>$100,000 any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>G</td>
<td>Errors and Omissions</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>H</td>
<td>Expediting Expenses</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>I</td>
<td>Fire Department Charges</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>J</td>
<td>Fungus Cleanup Expense</td>
<td>$50,000 in the annual aggregate in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>K</td>
<td>Lawns, Plants, Trees and Shrubs</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>L</td>
<td>Leasehold Interest</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>M</td>
<td>Air Conditioning Systems</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>N</td>
<td>New locations of current Insureds</td>
<td>$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only</td>
</tr>
<tr>
<td>X</td>
<td>O</td>
<td>Personal property of Employees</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>P</td>
<td>Pollution Cleanup Expense</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>Q</td>
<td>Professional Fees</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>R</td>
<td>Recertification of Equipment</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>S</td>
<td>Service Interruption Coverage</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>T</td>
<td>Transit</td>
<td>$1,000,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>U</td>
<td>Vehicles as Scheduled Property</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>V</td>
<td>Preservation of Property</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>W</td>
<td>Property at Miscellaneous Unnamed Locations</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
<td>Piers, docs and wharves as Scheduled Property</td>
<td>Included on a prior submit basis only</td>
</tr>
<tr>
<td>Symbol</td>
<td>Description</td>
<td>Limit</td>
<td>Deductible</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>-------</td>
<td>------------</td>
</tr>
<tr>
<td>X Y</td>
<td>Glass and Sanitary Fittings Extension</td>
<td>$25,000 any one occurrence</td>
<td></td>
</tr>
<tr>
<td>X Z</td>
<td>Ingress / Egress</td>
<td>45 Consecutive Days</td>
<td></td>
</tr>
<tr>
<td>X AA</td>
<td>Lock and Key Replacement</td>
<td>$2,500 any one occurrence</td>
<td></td>
</tr>
<tr>
<td>X BB</td>
<td>Awnings, Gutters and Downspouts</td>
<td>Included</td>
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</tr>
<tr>
<td>X CC</td>
<td>Civil or Military Authority</td>
<td>45 Consecutive days and one mile</td>
<td></td>
</tr>
<tr>
<td>X Section II B1</td>
<td>Business Income</td>
<td>$1,000,000 in any one occurrence</td>
<td></td>
</tr>
<tr>
<td>X Section II B2</td>
<td>Additional Expenses</td>
<td>$1,000,000 in any one occurrence</td>
<td></td>
</tr>
<tr>
<td>X FIA 120</td>
<td>Active Assailant(s)</td>
<td>$1,000,000 in any one occurrence</td>
<td></td>
</tr>
</tbody>
</table>

**CRIME COVERAGE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forgery and Alteration</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Theft, Disappearance or Destruction</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Computer Fraud including Funds Transfer Fraud</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Employee Dishonesty, including faithful performance, per loss</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

**AUTOMOBILE COVERAGE**

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Symbol</th>
<th>Limit</th>
<th>Deductible</th>
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</thead>
<tbody>
<tr>
<td>Liability</td>
<td>1</td>
<td>$1,000,000</td>
<td>$0</td>
</tr>
<tr>
<td>Hired Non-Owned Liability</td>
<td>8,9</td>
<td>$1,000,000</td>
<td>$0</td>
</tr>
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<td>Personal Injury Protection</td>
<td>5</td>
<td>Statutory</td>
<td>$0</td>
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<tr>
<td>Auto Medical Payments</td>
<td>2</td>
<td>$2,500</td>
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<tr>
<td>Uninsured Motorists/ Underinsured Motorists</td>
<td>2</td>
<td>$100,000</td>
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<tr>
<td>Auto Physical Damage</td>
<td>7,8</td>
<td>Actual Cash Value or cost of repair, whichever is less minus deductible. Hired Limit: $35,000</td>
<td>Per schedule</td>
</tr>
</tbody>
</table>

Symbol 8, 9 Hired Non-Owned Autos only
GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit  $1,000,000
Personal Injury and Advertising Injury  Included
Products & Completed Operations Aggregate Limit  Included
Employee Benefits Liability Limit, per person  $1,000,000
Herbicide & Pesticide Aggregate Limit  $1,000,000
Medical Payments Limit  $5,000
Fire Damage Limit  Included
No fault Sewer Backup Limit  $25,000/$250,000
General Liability Deductible  $0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit  Per Claim  $1,000,000
Aggregate  $2,000,000
Public Officials and Employment Practices Liability Deductible  $0

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI
Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
PREMIUM SUMMARY

Harbor Bay Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

Term: October 1, 2019 to October 1, 2020

Quote Number: 100119618

PREMIUM BREAKDOWN

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Premium</th>
</tr>
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<tbody>
<tr>
<td>Property (Including Scheduled Inland Marine)</td>
<td>$79,800</td>
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<tr>
<td>Crime</td>
<td>Not Included</td>
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<tr>
<td>Automobile Liability</td>
<td>$1,025</td>
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<tr>
<td>Hired Non-Owned Auto</td>
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<td>Auto Physical Damage</td>
<td>$235</td>
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<td>General Liability</td>
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<tr>
<td>Public Officials and Employment Practices Liability</td>
<td>$3,613</td>
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TOTAL PREMIUM DUE: $90,054

IMPORTANT NOTE
Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:
General Liability includes Liquor Liability
Per Occurrence $1,000,000
Aggregate $2,000,000
Deductible $0
PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2019, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Harbor Bay Community Development District

(Name of Local Governmental Entity)

By: ___________________________  ___________________________
    Signature                  Print Name

Witness By: ___________________________  ___________________________
            Signature                  Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2019

By: ___________________________
    Administrator
PROPERTY VALUATION AUTHORIZATION

Harbor Bay Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the “Coverage Period”.
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- [x] Building and Content TIV $13,308,867 As per schedule attached
- [x] Inland Marine $568,000 As per schedule attached
- [x] Auto Physical Damage $40,900 As per schedule attached

Signature: ____________________________ Date: ____________________________

Name: ________________________________

Title: ________________________________
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
<th>Building Value</th>
<th>Term Date</th>
<th>Contents Value</th>
<th>Roof Covering</th>
<th>Covering Replaced</th>
<th>Roof Yr Bt</th>
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<tr>
<td>1</td>
<td>Concrete Perimeter Wall, Signage, and Gate</td>
<td>US 41 &amp; MiraBay Blvd</td>
<td>2003</td>
<td>10/01/19</td>
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<tr>
<td>2</td>
<td>Waterpumps, controller, irrigation from pump</td>
<td>MiraBay Blvd and Manns Harbor Dr</td>
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<td>$20,000</td>
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<td>Pump / lift station</td>
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<td>3</td>
<td>Gatehouse Facility #1</td>
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<td>$191,900</td>
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<td>5</td>
<td>Youth Clubhouse</td>
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<td>6</td>
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<td>Pump / lift station</td>
<td>10/01/2020</td>
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<td>Unit #</td>
<td>Description</td>
<td>Address</td>
<td>Year Built</td>
<td>Eff. Date</td>
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<td>Clubhouse incl galley Cafe &amp; covered walkway</td>
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<td>15</td>
<td>Pool Slide &amp; Lighthouse Fixture</td>
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<tr>
<td>Unit #</td>
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<td>Building Value</td>
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<tr>
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<td>Playground Facility #2 - The Landing Park</td>
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<tr>
<td>21</td>
<td>Security System North Gate</td>
<td>201 MiraBay Blvd</td>
<td>2014</td>
<td>10/01/2019</td>
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### Schedule Items

**Effective As of:** 10/01/2019

#### Harbor Bay Community Development District

**Policy No.:** 100119618  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
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</thead>
<tbody>
<tr>
<td>23</td>
<td>Security Surv Equip Pool, Rec Area Boat Ramp, Tot Lot</td>
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<td></td>
<td>Apollo Beach FL 33572</td>
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<tr>
<td>24</td>
<td>Clubhouse - The Admiral Club</td>
<td>2018</td>
<td>10/01/2019</td>
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<td>25</td>
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<td>Pool - The Admiral Club</td>
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<tr>
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<td>Below ground liquid storage tank / pool</td>
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<td>27</td>
<td>Pool Furniture in the Open - The Admiral Club</td>
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<td>10/01/2019</td>
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<td>Property in the Open</td>
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<td>Security Gate w/ Columns - The Admiral Club</td>
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<td>Non combustible</td>
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**Sign:**  
**Print Name:**  
**Date:**
**Schedule Items Effective As of:** 10/01/2019

**Property Schedule**

*Harbor Bay Community Development District*

**Policy No.:** 100119618  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Entranceway Monument - Mirabay</td>
<td>5248 Admiral Point Dr</td>
<td>2018</td>
<td>10/01/2019</td>
<td>$40,000</td>
<td>$40,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Apollo Beach FL 33572</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Masonry non</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>combustible</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10/01/2020</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Basketball Courts (2) w/Fencing,</td>
<td>MiraBay Blvd</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>$150,000</td>
<td>$150,000</td>
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<tr>
<td></td>
<td>Lighting</td>
<td>Apollo Beach FL 33572</td>
<td></td>
<td></td>
<td>Non combustible</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Playground Facility #3 - Wolf</td>
<td>Manns Harbor Dr</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>$40,000</td>
<td>$40,000</td>
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<tr>
<td></td>
<td>Creek Park</td>
<td>Apollo Beach FL 33572</td>
<td></td>
<td></td>
<td>Non combustible</td>
<td></td>
</tr>
</tbody>
</table>

**Total:**  
- Building Value: $11,524,460  
- Contents Value: $1,784,407  
- Insured Value: $13,308,867

Sign: ___________________________  Print Name: ___________________________  Date: ___________________________
<table>
<thead>
<tr>
<th>Item #</th>
<th>Department Description</th>
<th>Serial Number</th>
<th>Classification Code</th>
<th>Eff. Date Term Date</th>
<th>Value</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Evercomp 26.1 Composite Sheet Pile (882 pieces of 1½ ft wide x 16 ft long sheets), tieback anchors, and other seawall repair-related materials (Max $15,000 Per Item)</td>
<td></td>
<td>Other inland marine</td>
<td>10/01/2019 10/01/2020</td>
<td>$180,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>2</td>
<td>Decorative Street Lights (92) (Mira Bay Blvd) ($4,000 Per Item)</td>
<td></td>
<td>Other inland marine</td>
<td>10/01/2019 10/01/2020</td>
<td>$368,000</td>
<td>$1,000</td>
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<tr>
<td>3</td>
<td>Pond Fountains 1 - Main Entrance</td>
<td></td>
<td>Other inland marine</td>
<td>10/01/2019 10/01/2020</td>
<td>$10,000</td>
<td>$1,000</td>
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<tr>
<td>4</td>
<td>Pond Fountains 2 - Main Entrance</td>
<td></td>
<td>Other inland marine</td>
<td>10/01/2019 10/01/2020</td>
<td>$10,000</td>
<td>$1,000</td>
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<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$568,000</td>
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</tbody>
</table>
## Vehicle Schedule

**Harbor Bay Community Development District**

**Policy No.:** 100119618  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Make</th>
<th>Model/Description</th>
<th>Department</th>
<th>AL Eff</th>
<th>Comp Ded</th>
<th>Comp Eff</th>
<th>Term</th>
<th>Value</th>
<th>Valuation Type</th>
<th>APD Rptd</th>
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<tbody>
<tr>
<td>1</td>
<td>GEM</td>
<td>2D</td>
<td>Extra Light Service</td>
<td>10/01/2019</td>
<td>$1,000</td>
<td>10/01/2019</td>
<td>10/01/2019</td>
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<td>Actual cash value</td>
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<td>1</td>
<td>2008</td>
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<td>10/01/2019</td>
<td>10/01/2020</td>
<td>$15,000</td>
<td>Actual cash value</td>
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<tr>
<td>2</td>
<td>Ford</td>
<td>2017 F150</td>
<td>Private Passenger</td>
<td>10/01/2019</td>
<td>$1,000</td>
<td>10/01/2019</td>
<td>10/01/2019</td>
<td>$25,900</td>
<td>Actual cash value</td>
<td>$25,900</td>
</tr>
<tr>
<td>1</td>
<td>Ford</td>
<td>2017 F150</td>
<td>Private Passenger</td>
<td>10/01/2020</td>
<td>$1,000</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>$25,900</td>
<td>Actual cash value</td>
<td>$25,900</td>
</tr>
</tbody>
</table>

**Total**  
**APD Rptd** $40,900
Tab 50
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:

612 Mira Bay
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: [Signature]
Property Owner Name: [Name]
Address: [Address]
City / State / Zip: [City, State, Zip]
Phone Number: [Phone Number]

Contractor Signature: [Signature]
Contractor Name: [Name]
Address: [Address]
City / State / Zip: [City, State, Zip]
Phone Number: [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.
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: ______________________________

[ ] RECOMMEND DENIAL because ______________________________

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on: ______________________________

NOTE: If this is for a Personal Water Craft lift located on the canal wall, 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 ______________________________
# Certificate of Liability Insurance

**Certificate Number:** 458769196

**Certificate Holder:**
- Harbor Bay Community Development District
  - c/o Rizzetta & Company
  - 12750 Citrus Park Lane, Ste 115
  - Tampa FL 33625

**Date:** 5/28/2019

**Insureds:**
- The Hill Group of Florida, LLC
  - 1345 S Missouri Ave
  - Clearwater FL 33755-6533
- Hecker Construction Company, Inc.
  - P.O. Box 989
  - Ruskin FL 33573

**Producers:**
- Danielle Aylies
  - PHONE: 813-636-4000
  - FAX: 813-281-1086

**Insurers:**
- American Alternative Insurance Corporation
  - NAIC #: 19720
- Owners Insurance Co.
  - NAIC #: 32700
- American Interstate Insurance Company
  - NAIC #: 31895
- State National Insurance Company, Inc.
  - NAIC #: 12831

**Coverages:***

<table>
<thead>
<tr>
<th>Insr Ltr</th>
<th>Type of Insurance</th>
<th>Add/Sub Insd Wd</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>CLAIMS-MADE X OCCUR</td>
<td>Y Y</td>
<td>1VA2OM1000035-02</td>
<td>5/28/2019</td>
<td>5/28/2020</td>
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<tr>
<td>B</td>
<td>Automobile Liability</td>
<td>ANY AUTO</td>
<td>SCHEDULED AUTO</td>
<td>Y Y</td>
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<td>5/28/2019</td>
</tr>
<tr>
<td>C</td>
<td>Workers Compensation and Employers Liability</td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED? (Mandatory In N/A) if yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td>Y/N</td>
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<tr>
<td>A</td>
<td>Equipment Floater Pollution</td>
<td>X</td>
<td>Limit</td>
<td>1VA2OM1000035-02</td>
<td>V-14259-19</td>
<td>5/28/2019</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles (ACORD 191, Additional Remarks Schedule, may be attached if more space is required):**


**Certificate Holder List:**
- Harbor Bay CDD
- Cardno, Inc.
- Park Square Enterprises, LLC

See Attached...
Additional Remarks Schedule

Agency:
The Hilb Group of Florida, LLC

Named Insured:
Hecker Construction Company, Inc.
P.O. Box 989
Ruskin FL 33575

Policy Number:

Carrier:

NAIC Code:

Effective Date:

Additional Remarks

This additional remarks form is a schedule to ACORD form:

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, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals are included as Additional Insureds with respect to commercial general liability and automobile liability. The umbrella policy is follow form. A waiver of subrogation applies in favor of the Additional Insureds with respect to worker's compensation, commercial general liability and automobile liability.
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

GRANOWICZ, VIC
HECKER CONSTRUCTION CO., INC.
12619 S US HIGHWAY 41
GIBSONTON
FL 33534

LICENSE NUMBER: CGC1522930
EXPIRATION DATE: AUGUST 31, 2020

Do not alter this document in any form. Always verify licenses online at MyFloridaLicense.com

This is your license. It is unlawful for anyone other than the licensee to use this document.

THE GENERAL CONTRACTOR HEREBIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES.

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
BUSINESS TAX RECEIPT

NAME
HECKER CONSTRUCTION CO INC

ADDRESS
PO BOX 889
RUSKIN, FL 33573-0889

Mailing Address

HECKER CONSTRUCTION CO INC

Business Address

1519 NORTH US HWY 41
GIBSONTON, FL 33534

Employer ID Number

280-00111

Public Service Code

020-0003

Marine Construction

200-0001

Hillsborough County Business Tax Receipt

09/17/2018

Paid

 phục vụ

06/11/2019

Expires

06/11/2019

Account No.

97696

Law Library Fee

0.00

Renewal

0.00

Employees

1

Hazardous Waste Surcharge

0.00

Receipt Fee

40.00

2018-2019

2018-2019
BY FEDERAL EXPRESS

November 10, 2017

Carlos and Kara Henley
5713 Tortoise Place
Apollo Beach, Florida 33572

Re: MiraBay/Weekley Homes LP/Henley/612 MiraBay Blvd./Terrabrook Dock Easement
Closing Date: October 31, 2017

Dear Mr. and Mrs. Henley:

In connection with the above-referenced transaction, enclosed please find the original Declaration of Dock Easement, Covenants and Restrictions for Lot 3, Block 16 of MiraBay Phase 2A-2 recorded in Official Records Book 25349, Page 196, of the public records of Hillsborough County, Florida.

Thank you for your attention to this correspondence.

Very truly yours,

FELDMAN & MAHONEY, P.A.

[Signature]
Jessica Swann Ward
Enclosure
DECLARATION OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LOT 3 BLOCK 16 OF MIRABAY PHASE 2A-2,
PER PLAT BOOK 98, PAGES 68 THROUGH 72, INCLUSIVE, OF THE PUBLIC
RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the
"Dock Easement Declaration") is made, executed, granted, imposed and declared this ___ day of
_______, 2017, by TERRABROOK APOLLO BEACH, LLC, a Delaware limited liability
company ("Terrabrook") to and in favor of the Owner (as that term is defined below) of Lot 3, Block 16,
MiraBay Phase 2A-2, according to the plat thereof (the "Plat") recorded in Plat Book 98, Pages 68 through
72, inclusive, of the Public Records of Hillsborough County, Florida ("Benfitted Lot").

RECITALS

A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted
Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings
and/or flotation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and
which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings
as described in Article I below, all subject to approval as provided in Article III below.

B. Terrabrook is the fee simple record owner of TRACT "C-5" shown and described on the
Plat (the "Tract").

C. The Tract contains a canal (the canal sometimes being referred to herein as the
"Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot.
Terrabrook wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a
Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

ARTICLE I
EASEMENT FOR DOCK STRUCTURE

For $10.00 and other valuable consideration, the receipt of which is hereby acknowledged,
Terrabrook does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive
easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense,
a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over
that portion of the Tract lying immediately under the Dock Structure at the location in the Tract where the
Dock Structure was originally constructed (if constructed prior to the date of this Dock Easement
Declaration), or where the Dock Structure is approved as provided in Article III below, and includes the
right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Terrabrook shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Terrabrook shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

ARTICLE II
EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a “dock easement area” serving an adjoining Lot, and the “dock structure” constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a “dock structure” or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

ARTICLE III
APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Terrabrook, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the “CDD”) in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the “Dock Rules”). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD’s approval prior to constructing any improvement or maintaining any property within the Waterbody. Terrabrook makes no representation or warranty that the CDD will grant any approvals to Owner.

ARTICLE IV
COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay),
and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner’s sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Terrabrook shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner’s sole cost and expense, and Owner shall reimburse such amounts to Terrabrook within ten (10) days of written demand to Owner. If Owner fails to reimburse Terrabrook as required by this section within such 10-day period, then the amount due by Owner to Terrabrook shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Terrabrook shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner’s interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Terrabrook in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Terrabrook, the CDD, the MiraBay Homeowners Association, Inc., Newland Real Estate Group, LLC d/b/a Newland Communities, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate’s officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner’s obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner’s, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner’s, its guests’ or invitees’ non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

**ARTICLE VI**

**MISCELLANEOUS**

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys’ fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(remainder of page intentionally left blank)
IN WITNESS WHEREOF, the Terrabrook has executed this Dock Easement Declaration.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Judy Joseph

[Signature]
Print Name: Maja Barnat

TERRABROOK APOLLO BEACH, LLC,
a Delaware limited liability company

By: [Signature]
Rick Stevens, Vice President

205 Manns Harbor Drive
Apollo Beach, Florida 33572

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on [Date], 2017, by Rick Stevens, Vice President of TERRABROOK APOLLO BEACH, LLC, a Delaware limited liability company, on behalf of said company, who [ ] is personally known to me or [ ] produced [ ] as identification.

[Signature]
Notary Public
Print Name: Kirsten Lycett
My Commission Expires: [Date]

(AFFIX NOTARY SEAL)
JOINDER AND CONSENT
OF OWNER

The undersigned Owner hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

WITNESSES (as to both):

[Signatures]

Print Name: [Names]

OWNER:

Carlos James Henley

Kara Kay Henley

Print Name: [Names]

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on November 5, 2017, by Carlos James Henley and Kara Kay Henley, who / / are personally known to me or / / produced Driver's License as identification.

[Notary Public Signature]

Print Name: [Name]

My Commission Expires:

(AFFIX NOTARY SEAL)