Harbor Bay
Community Development District

Board of Supervisors’ Meeting
December 19, 2019

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

www.harborbaycdd.org
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.
AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harbor Bay Community Development District will be held on Thursday, December 19, 2019 at 6:00 PM at the MiraBay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572. The following is the agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE COMMENTS ON AGENDA ITEMS
4. PRESENTATION OF AUDIENCE COMMENT FOLLOW-UP SHEET ........ Tab 1
5. NEW CHAIRMAN'S COMMENTS
6. ROBERTS RULES OF ORDER .................................................................................. Tab 2
7. STAFF REPORTS
   A. District Counsel
   B. District Engineer
   C. District Manager
8. BUSINESS ITEMS
   A. Upland Claims .................................................................................................... Tab 3
   B. Landscape
      i. Landscape Proposals ............................................................................. Tab 4
      ii. Proposals for Central Control ET Irrigation System
          Monitoring .................................................................................................. Tab 5
   C. Capital Projects
      i. Pavement Project .................................................................................. Tab 6
   D. Seawall Easement Guidelines ......................................................................... Tab 7
   E. Parking and Towing Policy ........................................................................... Tab 8
   F. General Transition Discussion ....................................................................... Tab 9
   G. Major Project Update
      i. Cardno Managed
         a. Project Tracker .................................................................................. Tab 10
      ii. Rizzetta Managed
         a. Project Tracker .................................................................................. Tab 11
      iii. Written Update Only
         a. Palm Replacement .............................................................................. Tab 12
         b. Shrubbery Maintenance/Replacement ........................................ Tab 13
         c. Tennis Irrigation Repair ................................................................... Tab 14
         d. Pool Bathrooms .................................................................................. Tab 15
         e. Software Management System ......................................................... Tab 16
         f. Painting of Buildings ......................................................................... Tab 17
         g. Pond Fountain Replacement ............................................................. Tab 18
         h. Public Facilities Report ....................................................................... Tab 19
         i. Pool Mooring Post Repair .................................................................. Tab 20
         j. Street Signs .......................................................................................... Tab 21
         k. Navigation Lights ................................................................................ Tab 22
I. Speed Limit................................................................. Tab 23
m. Roundabout Pavers ................................................ Tab 24
n. Drainage Update ..................................................... Tab 25
o. Moving Entry Gates ............................................... Tab 26

8. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION
A. Consideration of Minutes of the Board of Supervisors’
   Continued Meeting held on November 21, 2019 ..................... Tab 27
B. Consideration of Operation & Maintenance Expenditures
   for November 2019 .................................................... Tab 28
C. Consideration of Operations & Maintenance Expenditures
   for November 2019 – Reserve Fund .................................. Tab 29
D. Consideration of Operations & Maintenance Expenditures
   for November 2019 – MiraBay Amenity Center ..................... Tab 30
E. Consideration of Operations & Maintenance Expenditures
   for November 2019 – Evergreen Fund ............................... Tab 31
F. Consideration of Master Project Requisitions #MP 184 ............ Tab 32
G. Consideration of Supplemental Project Requisition (if any)
H. Presentation of Monthly Staff Report: MiraBay Club Manager .... Tab 33
I. Presentation of Monthly Staff Report: Club Director ............... Tab 34
J. Dock and Boat Lift Approvals (if any) ................................ Tab 35

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>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 sawmill firm is interested in RFP but hasn’t been contacted</td>
<td>Cardno to contact</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>Rip rap can encourage 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/wrap hole maintenance</td>
<td>Engineer provided maintenance plan and will train on site staff</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Issues with pond maintenance</td>
<td>Cardno reviewing</td>
<td>NO</td>
<td>12/20/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Boat stickers</td>
<td>These are required per the Save the Manatee Agreement</td>
<td>NO</td>
<td>11/20/17</td>
</tr>
<tr>
<td>12/14/17</td>
<td>Request to look at additional vendors for community security</td>
<td>Staff is looking for other vendors and proposals will be presented at the next meeting</td>
<td>NO</td>
<td>12/14/17</td>
</tr>
<tr>
<td>1/18/18</td>
<td>Informed District staff that prior geotechnical reports regarding the pool crack should be available</td>
<td>DM sent report to Engineer</td>
<td>NO</td>
<td>1/18/18</td>
</tr>
<tr>
<td>2/8/18</td>
<td>Question about additional mangrove plantings</td>
<td>Developer not planting new mangroves at this time</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about Bay Estates Preserve gates</td>
<td>Gates are open for construction traffic</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Request to have cold 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>5/17/18</td>
<td>Issues with seawall 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 signs 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/interior 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 picketball courts</td>
<td>This will be considered if/when amenities are expanded</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for additional CDD communication</td>
<td>This will be added to the next meeting agenda for further discussion</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for replacement of playground shade structures</td>
<td>Proposals will be reviewed by the Board at the next meeting</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>8/14/18</td>
<td>Questions regarding community security</td>
<td>The Board passed a motion to move forward with roving security</td>
<td>NO</td>
<td>8/14/18</td>
</tr>
<tr>
<td>10/18/18</td>
<td>Questions regarding vessel registration fees</td>
<td>Chairman working on meeting with the Save the Manatee group to discuss the agreement</td>
<td>NO</td>
<td>2/21/19</td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about boat ramp surface issues</td>
<td>Currently being addressed by Club Director and District Engineer</td>
<td>NO</td>
<td>3/21/19</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Question about boat dock maintenance</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>5/16/19</td>
<td>Request to add hog trapping back to CDD areas</td>
<td>Club Director has already engaged with trapper</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>7/18/19</td>
<td>Request to clean up rails 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>
<tr>
<td>8/15/19</td>
<td>Question about stormwater system maintenance</td>
<td>District Engineer will look in to maintenance options. Board is working on remediation</td>
<td>NO</td>
<td>9/19/19</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. Maintenance is being completed by vendor.</td>
<td>NO</td>
<td>9/19/19</td>
</tr>
<tr>
<td>2/21/19</td>
<td>Questions about prohibited courts</td>
<td>The Board will be reviewing pricing at a future meeting. Steve following up with Park Square on future development.</td>
<td>NO</td>
<td>10/17/19</td>
</tr>
<tr>
<td>9/19/19</td>
<td>Admiral Pointe pool hours extended</td>
<td>The Board will be reviewing a proposal from Cardno to research lighting at the next meeting</td>
<td>NO</td>
<td>10/17/19</td>
</tr>
</tbody>
</table>
Tab 2
Introduction to Robert's Rules of Order

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What Is Parliamentary Procedure?
It is a set of rules for conduct at meetings, that allows everyone to be heard and to make decisions without confusion.

Why is Parliamentary Procedure Important?
Because it's a time tested method of conducting business at meetings and public gatherings. It can be adapted to fit the needs of any organization. Today, Robert's Rules of Order newly revised is the basic handbook of operation for most clubs, organizations and other groups. So it's important that everyone know these basic rules!

Example of the Order of Business
Organizations using parliamentary procedure usually follow a fixed order of business. Below is a typical example:

1. Call to order.
2. Roll call of members present.
3. Reading of minutes of last meeting.
4. Officers reports.
5. Committee reports.
6. Special orders --- Important business previously designated for consideration at this meeting.
7. Unfinished business.
9. Announcements.
10. Adjournment.

Motions
The method used by members to express themselves is in the form of moving motions. A motion is a proposal that the entire membership take action or a stand on an issue. Individual members can:

1. Call to order. 2. Second motions. 3. Debate motions. 4. Vote on motions.
Types of Motions
There are four Basic Types of Motions:

1. **Main Motions:** The purpose of a main motion is to introduce items to the membership for their consideration. They cannot be made when any other motion is on the floor, and yield to privileged, subsidiary, and incidental motions.

2. **Subsidiary Motions:** Their purpose is to change or affect how a main motion is handled, and is voted on before a main motion.

3. **Privileged Motions:** Their purpose is to bring up items that are urgent about special or important matters unrelated to pending business.

4. **Incidental Motions:** Their purpose is to provide a means of questioning procedure concerning other motions and must be considered before the other motion.

How are Motions Presented?

1. Obtaining the floor
   a. Wait until the last speaker has finished.
   b. Rise and address the Chairman by saying, "Mr. Chairman, or Mr. President."
   c. Wait until the Chairman recognizes you.

2. Make Your Motion
   a. Speak in a clear and concise manner.
   b. Always state a motion affirmatively. Say, "I move that we ..." rather than, "I move that we do not ...".
   c. Avoid personalities and stay on your subject.

3. Wait for Someone to Second Your Motion

4. Another member will second your motion or the Chairman will call for a second.

5. If there is no second to your motion it is lost.

6. The Chairman States Your Motion
   a. The Chairman will say, "it has been moved and seconded that we ..." Thus placing your motion before the membership for consideration and action.
   b. The membership then either debates your motion, or may move directly to a vote.
   c. Once your motion is presented to the membership by the chairman it becomes "assembly property", and cannot be changed by you without the consent of the members.

7. Expanding on Your Motion
   a. The time for you to speak in favor of your motion is at this point in time, rather than at the time you present it.
   b. The mover is always allowed to speak first.
   c. All comments and debate must be directed to the chairman.
   d. Keep to the time limit for speaking that has been established.
   e. The mover may speak again only after other speakers are finished, unless called upon by the Chairman.

8. Putting the Question to the Membership
   a. The Chairman asks, "Are you ready to vote on the question?"
   b. If there is no more discussion, a vote is taken.
   c. On a motion to move the previous question may be adapted.
Voting on a Motion:
The method of vote on any motion depends on the situation and the by-laws of policy of your organization. There are five methods used to vote by most organizations, they are:

1. **By Voice** -- The Chairman asks those in favor to say, "aye", those opposed to say "no". Any member may move for an exact count.

2. **By Roll Call** -- Each member answers "yes" or "no" as his name is called. This method is used when a record of each person's vote is required.

3. **By General Consent** -- When a motion is not likely to be opposed, the Chairman says, "if there is no objection ...." The membership shows agreement by their silence, however if one member says, "I object," the item must be put to a vote.

4. **By Division** -- This is a slight verification of a voice vote. It does not require a count unless the chairman so desires. Members raise their hands or stand.

5. **By Ballot** -- Members write their vote on a slip of paper, this method is used when secrecy is desired.

There are two other motions that are commonly used that relate to voting.

1. **Motion to Table** -- This motion is often used in the attempt to "kill" a motion. The option is always present, however, to "take from the table", for reconsideration by the membership.

2. **Motion to Postpone Indefinitely** -- This is often used as a means of parliamentary strategy and allows opponents of motion to test their strength without an actual vote being taken. Also, debate is once again open on the main motion.

Parliamentary Procedure, productive meetings
Parliamentary Procedure is the best way to get things done at your meetings. But, it will only work if you use it properly.

1. Allow motions that are in order.
2. Have members obtain the floor properly.
3. Speak clearly and concisely.
4. Obey the rules of debate.
5. Most importantly, **BE COURTEOUS**.
Robert's Rules of Order - Summary Version

For Fair and Orderly Meetings & Conventions
Provides common rules and procedures for deliberation and debate in order to place the whole membership on the same footing and speaking the same language. The conduct of ALL business is controlled by the general will of the whole membership - the right of the deliberate majority to decide. Complementary is the right of at least a strong minority to require the majority to be deliberate - to act according to its considered judgment AFTER a full and fair "working through" of the issues involved. Robert's Rules provides for constructive and democratic meetings, to help, not hinder, the business of the assembly. Under no circumstances should "undue strictness" be allowed to intimidate members or limit full participation.

The fundamental right of deliberative assemblies requires all questions to be thoroughly discussed before taking action!

The assembly rules - they have the final say on everything!
Silence means consent!

Guidelines

- Obtain the floor (the right to speak) by being the first to stand when the person speaking has finished; state Mr./Madam Chairman. Raising your hand means nothing, and standing while another has the floor is out of order! Must be recognized by the Chair before speaking!

- Debate cannot begin until the Chair has stated the motion or resolution and asked "are you ready for the question?" If no one rises, the chair calls for the vote!

- Before the motion is stated by the Chair (the question) members may suggest modification of the motion; the mover can modify as he pleases, or even withdraw the motion without consent of the seconder; if mover modifies, the seconder can withdraw the second.

- The "immediately pending question" is the last question stated by the Chair! Motion/Resolution - Amendment - Motion to Postpone

- The member moving the "immediately pending question" is entitled to preference to the floor!

- No member can speak twice to the same issue until everyone else wishing to speak has spoken to it once!

- All remarks must be directed to the Chair. Remarks must be courteous in language and deportment - avoid all personalities, never allude to others by name or to motives!

- The agenda and all committee reports are merely recommendations! When presented to the assembly and the question is stated, debate begins and changes occur!
### The Rules

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Point of Privilege</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Parliamentary Inquiry</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Point of Information</strong></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Orders of the Day (Agenda)</strong></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Point of Order</strong></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Main Motion</strong></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Divide the Question</strong></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Consider by Paragraph</strong></td>
</tr>
<tr>
<td>9.</td>
<td><strong>Amend</strong></td>
</tr>
<tr>
<td>10.</td>
<td><strong>Withdraw/Modify Motion</strong></td>
</tr>
<tr>
<td>11.</td>
<td><strong>Commit /Refer/Recommit to Committee</strong></td>
</tr>
<tr>
<td>12.</td>
<td><strong>Extend Debate</strong></td>
</tr>
<tr>
<td>13.</td>
<td><strong>Limit Debate</strong></td>
</tr>
<tr>
<td>14.</td>
<td><strong>Postpone to a Certain Time</strong></td>
</tr>
<tr>
<td>15.</td>
<td><strong>Object to Consideration</strong></td>
</tr>
<tr>
<td>16.</td>
<td><strong>Lay on the Table</strong></td>
</tr>
<tr>
<td>17.</td>
<td><strong>Take from the Table</strong></td>
</tr>
<tr>
<td>18.</td>
<td><strong>Reconsider</strong></td>
</tr>
<tr>
<td>19.</td>
<td><strong>Postpone Indefinitely</strong></td>
</tr>
<tr>
<td>20.</td>
<td><strong>Previous Question</strong></td>
</tr>
<tr>
<td>21.</td>
<td><strong>Informal Consideration</strong></td>
</tr>
<tr>
<td>22.</td>
<td><strong>Appeal Decision of the Chair</strong></td>
</tr>
<tr>
<td>23.</td>
<td><strong>Suspend the Rules</strong></td>
</tr>
</tbody>
</table>
# Parliamentary Motions Guide

**PART 1: Main Motions.** These motions below are listed in order of precedence. A motion can be introduced if it is higher on the chart than the pending motion. § indicates the section from Robert’s Rules.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>§21 Close meeting</td>
<td>I move to adjourn</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Majority</td>
</tr>
<tr>
<td>§20 Take break</td>
<td>I move to recess for</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Majority</td>
</tr>
<tr>
<td>§19 Register complaint</td>
<td>I rise to a question of privilege</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>§18 Make follow agenda</td>
<td>I call for the orders of the day</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>§17 Lay aside temporarily</td>
<td>I move to lay the question on the table</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Majority</td>
</tr>
<tr>
<td>§16 Close debate</td>
<td>I move the previous question</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>2/3</td>
</tr>
<tr>
<td>§15 Limit or extend debate</td>
<td>I move that debate be limited to ...</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>2/3</td>
</tr>
<tr>
<td>§14 Postpone to a certain time</td>
<td>I move to postpone the motion to ...</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Majority</td>
</tr>
<tr>
<td>§13 Refer to committee</td>
<td>I move to refer the motion to ...</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Majority</td>
</tr>
<tr>
<td>§12 Modify wording of motion</td>
<td>I move to amend the motion by ...</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Majority</td>
</tr>
<tr>
<td>§11 Kill main motion</td>
<td>I move that the motion be postponed indefinitely</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Majority</td>
</tr>
<tr>
<td>§10 Bring business before assembly (a main motion)</td>
<td>I move that [or &quot;to&quot;] ...</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Majority</td>
</tr>
</tbody>
</table>

**PART 2: Incidental Motions - no order of precedence.** Arise incidentally and decided immediately.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>§23 Enforce rules</td>
<td>Point of order</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>§24 Submit matter to assembly</td>
<td>I appeal from the decision of the chair</td>
<td>Yes</td>
<td>Yes</td>
<td>Varies</td>
<td>No</td>
<td>Majority</td>
</tr>
<tr>
<td>§25 Suspend rules</td>
<td>I move to suspend the rules which …</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>2/3</td>
</tr>
<tr>
<td>§26 Avoid main motion altogether</td>
<td>I object to the consideration of the question</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>2/3</td>
</tr>
<tr>
<td>§27 Divide motion</td>
<td>I move to divide the question</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Majority</td>
</tr>
<tr>
<td>§29 Demand rising vote</td>
<td>I call for a division</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>§33 Parliamentary law question</td>
<td>Parliamentary inquiry</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>§33 Request for information</td>
<td>Point of information</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>None</td>
</tr>
</tbody>
</table>

**PART 3: Motions That Bring a Question Again Before the Assembly - no order of precedence.** Introduce only when nothing else pending.

<table>
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</thead>
<tbody>
<tr>
<td>§34 Take matter from table</td>
<td>I move to take from the table …</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Majority</td>
</tr>
<tr>
<td>§35 Cancel previous action</td>
<td>I move to rescind ...</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>2/3 majority w/ notice</td>
</tr>
<tr>
<td>§37 Reconsider motion</td>
<td>I move to reconsider the vote ...</td>
<td>No</td>
<td>Yes</td>
<td>Varies</td>
<td>No</td>
<td>Majority</td>
</tr>
</tbody>
</table>
Tab 3
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 9/19/19 - shade session scheduled for 10/17/19 10/17/19 - original settlement amount re-authorized by the Board</td>
<td>N/A</td>
<td>Upland Counsel - needs to draft updated settlement agreement</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 docs 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>Montello</td>
<td>452 Islebay Dr.</td>
<td>$27,798.00</td>
<td>Priority A</td>
<td>7/31/19 - resident sent incomplete intake form 8/1/19 - resident sent updated intake form and insurance 10/17/19 - settlement amount approved by the Board 10/31/19 - settlement agreement sent to resident 11/20/19 - settlement agreement fully executed</td>
<td>8/23/19 - inspection report completed</td>
<td>Chairman - needs to sign requisition</td>
</tr>
<tr>
<td>Blauser</td>
<td>528 Islebay Dr.</td>
<td>$17,000.00</td>
<td>Priority A</td>
<td>6/3/19 - resident sent intake form but insufficient insurance 6/11/19 - resident sent insurance docs 11/21/19 - Board approved settlement amount 12/9/19 - settlement agreement sent to resident</td>
<td>7/23/19 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Glazer</td>
<td>507 Islebay Dr.</td>
<td>$21,900.00</td>
<td>Priority B</td>
<td>7/17/19 - resident sent intake form, insurance, and photos 11/21/19 - Board approved settlement amount 12/9/19 - settlement agreement sent to resident</td>
<td>8/23/19 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>McGuire</td>
<td>503 Mirabay Blvd.</td>
<td>$21,530.00</td>
<td>Priority B</td>
<td>6/4/19 - resident sent intake form but insufficient insurance 6/7/19 - resident sent insurance docs 10/17/19 - settlement amount approved by the Board 10/31/19 - settlement agreement sent to resident 12/12/19 - settlement agreement fully executed</td>
<td>7/23/19 - inspection report completed</td>
<td>District Manager - needs to create requisition</td>
</tr>
<tr>
<td>Dolsen</td>
<td>5619 Skimmer Dr.</td>
<td>$20,498.00</td>
<td>Repaired</td>
<td>8/5/19 - resident sent intake form, insurance, and photos 10/17/19 - settlement amount approved by the Board 10/31/19 - settlement agreement sent to resident</td>
<td>8/23/19 - 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 SETTLEMENT AGREEMENT EXPIRED</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 12/28/17 - 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 SETTLEMENT AGREEMENT EXPIRED</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>
<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 SETTLEMENT AGREEMENT EXPIRED</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 11/15/17 - 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 SETTLEMENT AGREEMENT EXPIRED</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 SETTLEMENT AGREEMENT EXPIRED</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>Claims adjuster - inspection scheduled for 9/26/19</td>
<td></td>
</tr>
<tr>
<td>Lawrence</td>
<td>625 Bailbay Rd.</td>
<td>Priority C</td>
<td>9/1/19 - resident sent intake form, but no insurance 9/1/19 - resident sent insurance</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Lucas</td>
<td>5613 Skimmer Dr.</td>
<td>Repaired</td>
<td>9/2/19 - resident sent intake form &amp; photos 9/6/19 - resident sent insurance</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></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 9/1/19 - resident sent incomplete insurance 9/10/19 - resident sent insurance</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></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>10/10/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Katz</td>
<td>529 Islebay Dr.</td>
<td>Priority A</td>
<td>9/1/19 - resident sent intake form but no insurance 9/10/19 - resident sent insurance</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Davis</td>
<td>5721 Tortoise Pl.</td>
<td>Repaired</td>
<td>9/9/19 - resident sent intake form but no insurance 9/12/19 - resident sent insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Hess</td>
<td>617 Bailbay 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 9/12/19 - resident sent insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Lubelski</td>
<td>5723 Sea Turtle Pl.</td>
<td>Repaired</td>
<td>9/18/19 - resident sent intake form and insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Do</td>
<td>411 Islebay Dr.</td>
<td>Repaired</td>
<td>7/17/19 - resident sent intake form, but no insurance 9/18/19 - resident sent incomplete insurance 9/25/19 - resident sent full insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Cates</td>
<td>5638 Skimmer Dr.</td>
<td>Priority B</td>
<td>9/26/19 - resident sent intake form, insurance, and copies of proposals</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Granowicz</td>
<td>5640 Skimmer Dr.</td>
<td>Priority B</td>
<td>9/27/19 - resident sent intake form, but no insurance 9/27/19 - resident sent insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Caskey</td>
<td>5606 Skimmer Dr.</td>
<td>Priority B</td>
<td>9/30/19 - resident sent incomplete intake form and no insurance 9/30/19 - resident sent completed intake form and insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Cantrell</td>
<td>436 Islebay Dr.</td>
<td>Priority A</td>
<td>9/30/19 - resident sent intake form but no insurance 9/30/19 - resident sent insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Martin</td>
<td>5722 Sea Turtle Pl.</td>
<td>Repaired</td>
<td>9/23/19 - resident sent intake form but no insurance 9/30/19 - resident sent insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
<td></td>
</tr>
<tr>
<td>Charter</td>
<td>543 Islebay Dr.</td>
<td>Priority A</td>
<td>9/26/19 - resident sent photos, but no intake form or insurance 9/27/19 - resident sent intake form but incomplete insurance docs 9/30/19 - resident sent insurance</td>
<td>12/11/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</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>
<tr>
<td>Confidential</td>
<td>534 Islebay Dr.</td>
<td></td>
<td>Priority A</td>
<td>9/29/19 - resident sent intake form but no insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Confidential</td>
<td>536 Islebay Dr.</td>
<td></td>
<td>Priority A</td>
<td>9/29/19 - resident sent intake form but no insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Maysles</td>
<td>5728 Tortoise Pl.</td>
<td></td>
<td>Priority B</td>
<td>9/27/19 - resident sent intake form, but no insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Dyer</td>
<td>533 Islebay Dr.</td>
<td></td>
<td>Priority A</td>
<td>9/29/19 - resident sent intake form and insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Kilcoyne</td>
<td>5715 Tortoise Pl.</td>
<td></td>
<td>Repaired</td>
<td>9/30/19 - resident sent incomplete intake form and no insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Davis</td>
<td>5725 Tortoise Pl.</td>
<td></td>
<td>Repaired</td>
<td>9/30/19 - resident sent intake form but no insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Parry</td>
<td>5617 Seagrass Pl.</td>
<td></td>
<td>Repaired</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 9/30/19 - resident sent intake form but no insurance 10/10/19 - resident sent insurance</td>
<td>12/5/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>LaFon</td>
<td>434 Islebay Dr.</td>
<td></td>
<td>Priority A</td>
<td>9/24/19 - resident sent intake form but no insurance</td>
<td>12/5/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Nichols</td>
<td>445 Islebay Dr.</td>
<td></td>
<td>Repaired</td>
<td>9/30/19 - resident sent intake form but no insurance</td>
<td>12/5/19 - inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Billington</td>
<td>5636 Skimmer Dr.</td>
<td></td>
<td>Priority B</td>
<td>9/18/19 - resident sent intake form and incomplete insurance</td>
<td>12/5/19 - inspection report completed</td>
<td>Resident - needs to send complete insurance policy</td>
</tr>
<tr>
<td>Golden</td>
<td>829 Islebay Dr.</td>
<td></td>
<td>Priority C</td>
<td>9/26/19 - resident sent intake form, but no insurance</td>
<td></td>
<td>Resident - needs to send complete insurance policy</td>
</tr>
<tr>
<td>Preston</td>
<td>5704 Sea Trout Pl.</td>
<td></td>
<td>Priority B</td>
<td>11/15/17 - sent intake form and protocol to resident</td>
<td></td>
<td>Resident - needs to send complete insurance policy</td>
</tr>
<tr>
<td>Rodriguez</td>
<td>5732 Sea Trout Pl.</td>
<td></td>
<td>Priority B</td>
<td>9/26/19 - resident sent intake form, but no insurance</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Weng</td>
<td>5707 Tortoise Pl.</td>
<td></td>
<td>Repaired</td>
<td>9/30/19 - resident sent intake form but no insurance</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Lacey</td>
<td>5626 Skimmer Dr.</td>
<td></td>
<td>Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Owens</td>
<td>5717 Sea Trout Pl.</td>
<td></td>
<td>Repaired</td>
<td>8/21/17 - requested homeowners' insurance policy from resident 10/12/17 - sent follow-up to resident for insurance policy</td>
<td></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Pullara</td>
<td>5621 Skimmer Dr.</td>
<td></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></td>
<td>Resident - needs to submit insurance docs</td>
</tr>
<tr>
<td>Weber</td>
<td>5628 Skimmer Dr.</td>
<td></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></td>
<td>Resident - needs to submit intake form and insurance docs</td>
</tr>
<tr>
<td>Norstrem</td>
<td>5711 Sea Trout Pl.</td>
<td>$44,720.63</td>
<td>Repaired</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Carter</td>
<td>513 Islebay Dr.</td>
<td>$23,600.00</td>
<td></td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
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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</td>
<td>COMPLETED</td>
<td></td>
</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</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Kayat</td>
<td>5725 Sea Trout Pl.</td>
<td>$9,650.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident 10/12 - sent another follow-up to resident for insurance policy 10/23 - resident sent insurance documents 11/16 - BOS approved settlement of $9,650 11/21 - sent settlement agreement to resident 12/14 - settlement agreement signed 1/15 - all completed, check mailed to resident</td>
<td>4/16 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Gibbons</td>
<td>5710 Sea Turtle Pl.</td>
<td>$30,867.00</td>
<td>8/21 - requested homeowners’ insurance claim from resident, resident provided homeowners’ insurance denial letter 10/12 - sent follow-up to resident for insurance policy 10/14 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - sent settlement agreement to resident 1/31 - settlement agreement signed 3/12 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Gao</td>
<td>5722 Tortoise Pl.</td>
<td>$10,750.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident 10/12 - sent follow-up to resident for insurance policy 10/13 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - sent settlement agreement to resident 1/18 - settlement agreement signed 2/16 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Lawson</td>
<td>523 Islebay Dr.</td>
<td>$32,794.00</td>
<td>10/12 - sent intake form and protocol to resident 10/14 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - sent settlement agreement to resident 1/23 - received incomplete settlement agreement 2/1 - settlement agreement fully executed 3/12 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
<td></td>
</tr>
<tr>
<td>Taylor</td>
<td>5713 Sea Trout Pl.</td>
<td>$11,150.00</td>
<td>10/30 - resident sent intake form and insurance documents 1/18 - settlement amount approved by the Board 1/23 - sent settlement agreement to the resident 1/28 - settlement agreement fully executed 3/23 - requisition signed 3/29 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED - received as-buils</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>Sheikh</td>
<td>5727 Sea Turtle Pl.</td>
<td>$10,600.00</td>
<td>10/23 - sent intake form and protocol to resident</td>
<td>11/7 - resident sent intake form but did not submit the complete insurance policy documents</td>
<td>1/18 - settlement amount approved by the Board</td>
<td>12/5 - inspection report completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1/23 - sent settlement agreement to resident</td>
<td>3/15 - settlement agreement fully executed</td>
<td>3/29 - requisition signed</td>
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<td></td>
<td>4/8 - all completed, check mailed to resident</td>
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<tr>
<td>Diana</td>
<td>527 Islebay Dr.</td>
<td>$49,835.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident</td>
<td></td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
<td>12/5 - inspection report completed</td>
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<td>10/23 - sent additional request to resident for insurance policy</td>
<td></td>
<td>10/18 - settlement amount approved by the Board</td>
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<td>1/23 - sent settlement agreement to resident</td>
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<td>3/26 - settlement agreement fully executed</td>
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<td></td>
<td>4/27 - all completed, check mailed to resident</td>
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<tr>
<td>Gao</td>
<td>526 Islebay Dr.</td>
<td>$12,000.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td></td>
<td>12/8 - sent intake form and insurance docs to counsel</td>
<td>1/10 - inspection report completed</td>
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<td></td>
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<td></td>
<td>12/28 - sent intake form and insurance docs to counsel</td>
<td></td>
<td>3/15 - Board approved settlement amount of $12,000</td>
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<td>3/22 - sent settlement agreement to resident</td>
<td></td>
<td>4/16 - settlement agreement fully executed</td>
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<td>5/10 - requisition signed</td>
<td></td>
<td>5/16 - all completed, check mailed to resident</td>
<td></td>
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<tr>
<td>Bennett</td>
<td>5611 Skimmer Dr.</td>
<td>$52,398.00</td>
<td>10/12 - received intake form and proposals from resident</td>
<td></td>
<td>10/13 - resident sent insurance documents</td>
<td>11/7 - inspection report completed</td>
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<td></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>3/15 - Board approved new settlement amount of $52,398</td>
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<td>3/22 - sent settlement agreement to resident</td>
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<td>3/15 - settlement agreement fully executed</td>
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<td>5/14 - settlement agreement fully executed</td>
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<td></td>
<td>6/18 - requisition signed</td>
<td></td>
<td>6/21 - all completed, check mailed to resident</td>
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<tr>
<td>Woodard</td>
<td>517 Islebay Dr.</td>
<td>$12,500.00</td>
<td>8/22 - requested homeowners’ insurance claim from resident</td>
<td></td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
<td>11/7 - inspection report completed</td>
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<tr>
<td></td>
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<td></td>
<td>resident will not submit homeowners’ claim</td>
<td></td>
<td>10/20 - 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>5/21 - sent updated settlement agreement to resident</td>
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<td>5/25 - settlement agreement fully executed</td>
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<td>5/25 - settlement agreement fully executed</td>
<td></td>
<td>6/18 - requisition signed</td>
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<td></td>
<td>6/22 - all completed, check mailed to resident</td>
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<tr>
<td>Krumme</td>
<td>5624 Skimmer Dr.</td>
<td>$13,250.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td></td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>3/27 - inspection report completed</td>
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<td></td>
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<td></td>
<td>1/23 - resident sent photos but no intake form or insurance</td>
<td></td>
<td>1/28 - resident sent intake form but no insurance docs</td>
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<td>2/5 - resident sent insurance docs</td>
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<td>2/22 - engineer inspection completed</td>
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<td>3/27 - engineer inspection report completed</td>
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<td>5/17 - settlement amount approved by the Board</td>
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<td>5/21 - settlement agreement sent to resident</td>
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<td>5/21 - settlement agreement fully executed</td>
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<td>6/18 - settlement agreement fully executed</td>
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<td>6/21 - requisition signed</td>
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<td>6/26 - all completed, check mailed to resident</td>
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<td>Name</td>
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<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
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<tr>
<td>Bufkin</td>
<td>525 Islebay Dr.</td>
<td>$16,360.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td></td>
<td>3/27 - inspection report completed</td>
<td>COMPLETED</td>
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<td>12/28 - sent letter to resident to use new protocol</td>
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<td>2/20 - resident sent intake form and insurance</td>
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<td>2/27 - engineer inspection completed</td>
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<td>3/27 - engineer inspection report completed</td>
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<td>5/17 - settlement amount approved by the Board</td>
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<td>5/21 - settlement agreement sent to resident</td>
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<td>6/18 - settlement agreement fully executed</td>
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<td>6/21 - requisition signed</td>
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<td>6/26 - all completed, check mailed to resident</td>
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<tr>
<td>Hodgskin</td>
<td>5710 Tortoise Pl.</td>
<td>$12,325.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td></td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
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<td>3/6 - received insurance</td>
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<td>3/12 - insurance docs insufficient, resident to send entire policy</td>
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<td>3/22 - resident re-sent full insurance policy</td>
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<td>4/30 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
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<td>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>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></td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td></td>
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<td>12/28 - sent letter to resident to use new protocol</td>
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<td>1/17 - resident sent intake form, DM requested insurance</td>
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<td>3/28 - resident sent insurance docs</td>
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<td>5/6 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
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<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>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></td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td></td>
<td></td>
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<td>5/27 - resident sent intake form and photos, but no insurance</td>
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<td>3/30 - resident sent insurance docs</td>
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<td>5/6 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
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<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></td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED - received as-buils</td>
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<td>5/6 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
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<td>6/28 - sent settlement agreement to resident</td>
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<td>7/19 - settlement agreement fully executed</td>
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<td>8/23 - all completed, check mailed to resident</td>
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<tr>
<td>Rybak</td>
<td>430 Islebay Dr.</td>
<td>$16,500.00</td>
<td>8/21 - requested homeowners insurance claim from resident</td>
<td></td>
<td>4/20 - inspection report completed</td>
<td>COMPLETED</td>
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<td>10/4 - followed up with resident for insurance information</td>
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<td>10/12 - sent another follow-up to resident for insurance policy</td>
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<td>10/24 - resident sent incomplete insurance documents</td>
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<td>11/21 - received insurance documents from resident</td>
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<td>2/8 - BOS approved settlement of $16,500</td>
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<td>3/6 - sent settlement agreement to resident</td>
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<td>5/31 - sent updated settlement agreement to resident</td>
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<td>7/27 - settlement agreement fully executed</td>
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<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 3/23 - resident sent full insurance policy 5/6 - engineer inspection report completed 7/19 - Board approved settlement offer 7/25 - sent settlement agreement to resident 7/31 - settlement agreement fully executed 8/23 - all completed, check mailed to resident</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Collins</td>
<td>437 Mirabay Blvd.</td>
<td>$20,393.00</td>
<td>11/27 - sent previous intake form and documents to counsel 12/28 - sent letter to resident to use new protocol 2/19 - received intake form but no insurance 3/7 - sent insurance policy to upland counsel 4/30 - engineer inspection report completed 6/21 - Board approved settlement offer 6/28 - sent settlement agreement to resident 8/15 - settlement agreement fully executed 8/30 - all completed, check mailed to resident</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Cyhaniuk</td>
<td>5701 Tortoise Pl.</td>
<td>$20,075.00</td>
<td>Section I - Priority A</td>
<td>3/2/18 - received intake form and insurance docs 3/12/18 - insurance incomplete, resident to send entire policy 3/15/18 - received full policy and photos from resident 4/30/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident 9/5/18 - settlement agreement fully executed 9/25/18 - all completed, check mailed to resident</td>
<td>4/30/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<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 5/7/18 - resident sent insurance and photos 5/30/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident 9/5/18 - settlement agreement fully executed 9/25/18 - all completed, check mailed to resident</td>
<td>5/30/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Sardino</td>
<td>5608 Skimmer Dr.</td>
<td>$12,325.00</td>
<td>Repaired</td>
<td>6/7/18 - resident submitted intake form but insurance documentation was insufficient 6/13/18 - resident sent insurance docs 7/2/18 - engineer inspection report completed 8/16/18 - Board approved settlement offer 8/20/18 - sent settlement agreement to resident 9/21/18 - settlement agreement fully executed 10/10/18 - all completed, check mailed to resident</td>
<td>7/2/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<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 8/14/18 - resident sent insurance docs 11/15/18 - Board approved settlement offer 11/20/18 - settlement agreement sent to resident 12/18/18 - settlement agreement fully executed 1/11/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>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 7/25/18 - resident submitted insurance docs 10/18/18 - settlement amount approved by the Board 10/23/18 - sent settlement agreement to resident 11/20/18 - sent new settlement agreement to new residents 12/18/18 - settlement agreement fully executed 1/11/19 - all completed, check mailed to resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
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<td>Miller</td>
<td>5705 Tortoise Pl.</td>
<td>$19,021.00</td>
<td>Repaired</td>
<td>7/31/18 - settlement agreement fully executed</td>
<td>7/2/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>8/1/18 - resident sent full insurance policy</td>
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<td>10/18/18 - settlement amount approved by the Board</td>
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<td>10/23/18 - sent settlement agreement to resident</td>
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<td>1/9/19 - settlement agreement fully executed</td>
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<td>1/28/19 - all completed, check mailed to resident</td>
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<tr>
<td>Lamardo</td>
<td>5703 Tortoise Pl.</td>
<td>$52,819.00</td>
<td>Repaired</td>
<td>5/25/18 - resident submitted intake form and insurance policy</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>7/7/18 - engineer inspection report completed</td>
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<td>8/16/18 - Board approved settlement offer</td>
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<td>8/20/18 - resident to confirm ownership of property</td>
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<td>8/27/18 - sent settlement agreement to resident</td>
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<td>11/15/18 - Board approved new settlement offer</td>
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<td>11/20/18 - sent new settlement agreement to resident</td>
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<td>1/11/19 - settlement agreement fully executed</td>
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<td>1/28/19 - all completed, check mailed to resident</td>
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<td>Vickers</td>
<td>415 Islebay Dr.</td>
<td>$57,834.00</td>
<td>Repaired</td>
<td>10/12/17 - received intake form from resident, requested proposals and insurance documents from resident</td>
<td>10/1/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>6/14/18 - resident sent incomplete insurance policy</td>
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<td>7/31/18 - resident sent full insurance policy</td>
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<td>11/15/18 - Board approved settlement offer</td>
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<td>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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<td>Keener</td>
<td>5723 Tortoise Pl.</td>
<td>$25,814.00</td>
<td>Repaired</td>
<td>4/13/18 - sent intake form and protocol to resident</td>
<td>10/12/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>4/16/18 - resident sent intake form but no insurance docs</td>
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<td>9/17/18 - resident sent incomplete insurance docs</td>
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<td>9/20/18 - resident sent full insurance policy</td>
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<td>1/17/19 - Board approved settlement offer</td>
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<td>1/28/19 - settlement agreement sent to resident</td>
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<td>2/6/19 - settlement agreement fully executed</td>
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<td>2/13/19 - requisition signed</td>
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<td>2/14/19 - all completed, check mailed to resident</td>
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<tr>
<td>Lane</td>
<td>5711 Tortoise Pl.</td>
<td>$0.00</td>
<td>Emergency</td>
<td>11/7/18 - resident sent intake form, needs to send insurance docs</td>
<td>2/6/19 - inspection report completed</td>
<td>COMPLETED</td>
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<td>12/14/18 - resident sent insurance docs</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td>2/21/19 - Board approved no settlement amount</td>
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<tr>
<td>Seibert</td>
<td>5725 Sea Turtle Pl.</td>
<td>$14,853.00</td>
<td>Repaired</td>
<td>9/5/18 - resident sent intake form but no insurance docs</td>
<td>11/16/18 - inspection report completed</td>
<td>COMPLETED</td>
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<td>10/16/18 - resident sent incomplete insurance docs</td>
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<td>10/18/18 - resident sent complete insurance docs</td>
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<td>11/16/18 - engineer's report completed</td>
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<td>1/17/19 - Board approved settlement offer</td>
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<td>1/28/19 - settlement agreement sent to resident</td>
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<td>3/12/19 - settlement agreement fully executed</td>
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<td>3/26/19 - all completed, check mailed to resident</td>
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<tr>
<td>Whetzel</td>
<td>5614 Skimmer Dr.</td>
<td>$15,825.00</td>
<td>Section I - Priority A</td>
<td>1/9/19 - resident sent intake form and insurance docs</td>
<td>2/6/19 - inspection report completed</td>
<td>COMPLETED</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td>3/22/19 - settlement amount approved</td>
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<td>3/26/19 - settlement agreement sent to resident</td>
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<td>3/27/19 - settlement agreement fully executed</td>
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<td>4/24/19 - all completed, check mailed to resident</td>
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<tr>
<td>Winegrad</td>
<td>5616 Skimmer Dr.</td>
<td>$22,895.00</td>
<td>Section I - Priority A</td>
<td>12/18/18 - resident sent intake form but no insurance docs</td>
<td>2/6/19 - inspection report completed</td>
<td>COMPLETED</td>
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<td>1/9/19 - resident sent insurance docs</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td>3/22/19 - settlement amount approved</td>
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<td>3/26/19 - settlement agreement sent to resident</td>
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<td>4/5/19 - settlement agreement fully executed</td>
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<td>4/24/19 - all completed, check mailed to resident</td>
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<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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<td>White</td>
<td>5610 Skimmer Dr.</td>
<td>$15,525.00</td>
<td>Repaired</td>
<td>1/23/19 - resident sent intake form, needs to send insurance &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>2/22/19 - 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>2/5/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<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 - 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>9/30/18 - inspection report completed</td>
<td>COMPLETED</td>
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<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&lt;br&gt;5/11/18 - resident sent insurance docs&lt;br&gt;5/30/18 - engineer inspection report completed&lt;br&gt;7/19/18 - Board approved settlement offer&lt;br&gt;7/25/18 - sent settlement agreement to resident&lt;br&gt;8/15/19 - Board re-approved settlement offer&lt;br&gt;8/16/19 - updated settlement agreement sent to resident&lt;br&gt;9/27/19 - settlement agreement fully executed&lt;br&gt;10/2/19 - all completed, check mailed to resident</td>
<td>9/30/18 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>DeLong</td>
<td>442 Islebay Dr.</td>
<td>$0.00</td>
<td>Priority A</td>
<td>9/26/19 - resident sent intake form, but property was purchased after February 2018</td>
<td>9/30/18 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Wainman</td>
<td>5730 Sea Turtle Pl.</td>
<td>$0.00</td>
<td>Repaired</td>
<td>7/30/19 - resident sent intake form, but no insurance&lt;br&gt;8/12/19 - resident sent insurance&lt;br&gt;10/31/19 - property was purchased after Feb 2018, claim will not be processed</td>
<td>6/1/19 - inspection report completed</td>
<td>COMPLETED</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&lt;br&gt;4/30/19 - resident sent insurance&lt;br&gt;8/15/19 - Board approved settlement offer&lt;br&gt;8/16/19 - settlement agreement sent to resident&lt;br&gt;10/16/19 - settlement agreement fully executed&lt;br&gt;11/5/19 - all completed, check mailed to resident</td>
<td>6/1/19 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Kirbach</td>
<td>440 Islebay Dr.</td>
<td>N/A</td>
<td>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;11/18/19 - resident no longer lives in community</td>
<td>6/1/19 - inspection report completed</td>
<td>COMPLETED</td>
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<td>Jaehe</td>
<td>509 Islebay Dr.</td>
<td>N/A</td>
<td>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;11/18/19 - resident no longer lives in community</td>
<td>6/1/19 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Baker</td>
<td>521 Islebay Dr.</td>
<td>N/A</td>
<td>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;11/18/19 - resident no longer lives in community</td>
<td>6/1/19 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<tr>
<td>Cavin</td>
<td>601 Islebay Dr.</td>
<td>N/A</td>
<td>Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident 11/18/19 - resident no longer lives in community</td>
<td>COMPLETED</td>
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<tr>
<td>Lilly</td>
<td>435 Mirabay Blvd.</td>
<td>N/A</td>
<td>Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/18/17 - 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 11/18/19 - resident no longer lives in community</td>
<td>4/30/18 - inspection report completed</td>
<td>COMPLETED</td>
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</tbody>
</table>

TOTAL PAID $874,087.63
TOTAL UNPAID $229,528.00
GRAND TOTAL $1,103,615.63
Tab 4
TO: Board of Supervisors
Harbor Bay Community Development District (“District”)

FROM: Harbor Bay Club Director

DATE: December 19, 2019

RE: Landscape Proposal – Cutback and Removal of Overgrown Vegetation

Request approval of cutback and removal of overgrown vegetation in the areas outlined in the attached CLM proposal. The work listed in the proposal is based on a CLM audit that is not part of the landscaping contract and would be billed as an ASO. The numbers on the graphics represent the item numbers listed in the proposal.

Total cost of proposal: $8,272.00
PROPOSAL

DATE: 11.6.19

PROPERTY: Harbor Bay CDD/ MiraBay
107 Manns Harbor Dr
Apollo Beach, FL 33572

SCOPE OF WORK: Wetlands Overgrown Cut Back and Removal.
Cut back and remove overgrown vegetation from the wetlands on the following areas:
1. Back of the pond just north from main entrance off Route 41.
2. Wetland behind tennis courts.
3. Wetland by the pond on the corner of MiraBay Blvd and Golf and Sea Blvd.
4. Wetland off sidewalk on Golf and Sea Blvd
5. Wetland off back of the pond at Sunset Crest Rd.
6. Wetland off asphalt/shells walk path just south from Wolf Creek Park.
7. (4) Landscape beds on the west side of the pond located by Manns Harbor Dr intersection with Winterside Dr.
8. Wetland off metal fence on Admiral Pointe Dr and shell walking path that connects Admiral Pointe Dr and Coastal Scene Dr.

Grand Total: $8,272.00

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 C Nova

________________________________    __________________________________
Signature                             Signature

9830 Yawn Road
Dade City, FL 33525

WWW.CAPITALLAND.NET
Admiral Point Wetland Cut Back Map

Write a description for your map.
TO: Board of Supervisors  
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: December 19, 2019

RE: Landscape Proposal – Root Barrier at 5702 Sea Turtle

Request installation of root barrier at 5702 Sea Turtle as outlined in the attached CLM proposal. Resident notified CDD of Cypress tree roots that have encroached resident property and potentially could damage the home’s foundation. As noted in the graphics, the Cypress trees are located on CDD property.

Total cost of proposal: Not to exceed $4,000.00
PROPOSAL

Date: 11/11/2019

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

SCOPE OF WORK: Dug up to 24” deep for 60 lineal feet of root barrier at 5702 Sea Turtle Pl,
Apollo Beach FL 33572, borderline with Harbor Bay CDD common area. Stablished cypress trees
root system aggressively growing towers homeowner at same location potentially affecting home
infrastructure. After root barrier installed this will include sod replace and proper irrigation
repairs if needed.

Total Cost = $4,000.00 (Not to exceed)

Payment due within 15 days of completion of the above-proposed work.
If there are any questions, please contact me at a suitable time.
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 C Nova

_________________________     ______________________
Signature                  Signature

Juan Carlos Nova

9830 Yawn Road
Dade City, FL 33525
WWW.CAPITALLAND.NET
Tab 5
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
Mark A. Ballenger, C.I.D., C.L.I.A.
President

Harbor Bay CDD
To:  Rizzetta – Brian Kimble  
Re:  Mira Bay – Water Management

Following is a list of annual budget figures for the routine monitoring and servicing of the seven (A,B,C,D,F,G & I) Hunter ACC controllers through the IMMS control system.  
Mira Bay Water Management (based on 10 minutes per day, billed to the 1/10th hour)

1. Perform remote weekday report monitoring of the central control system.
2. Analyze system performance, alarm status and exception reporting.
3. Dispatch technicians to address system discrepancies.
4. Maintain program modifications for proper establishment of landscaping.
5. Monthly consumption to SWFWMD
6. Daily email access to overnight reporting.
7. Yearly annual report for the October through September period of water usage will be sent to the CDD
8. Test (and replace if necessary) rain switches yearly

Monthly Budget: $1,250.00  Annual Budget .............................................................. $15,000.00
Annual Cell Phone Communication Fee: ................................................................. $600.00

The above listed monitoring and inspection budgets do not include the cost of materials or labor for additional repairs that might be needed to keep the system operational due to system damage or parts obsolescence. Irrigation Technical Services, Inc. proposes to perform repairs on a time and material basis adhering to the following rates.

Irrigation Lead Technician ................................................... $75.00 per man-hour
Irrigation Assistant ............................................................... $65.00 per man-hour
Parts .......................................... Published list price

Thank you for your consideration.
Jamie Newberg
General Manager – ITS
Jamie_Newberg@Irrigationnet.com

I hereby accept the above proposal. Any charges that would exceed these budget amounts must be approved by the undersigned prior to commencement.
Tab 6
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CARDNO PROJECT MANAGER UPDATE

<table>
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<tr>
<th>Project Title: Reserve Study Pavement Project</th>
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<tbody>
<tr>
<td>Requested From: Harbor Bay Community Development District</td>
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<tr>
<td>Project Start Date: 11-13-2019</td>
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<tr>
<td>Next Mile Stone: Approve Cardno Proposal for Design and Construction Oversight</td>
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<td>Projected completion Date: 3/16/2019</td>
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Attached for Board consideration please find Cardno’s Scope and Fee to Design, Bid and provide Construction Oversight for Priority 1 areas. Also attached please find Cardno’s high priority area pavement mill and resurface cost estimate. This cost estimate is based on 2” of asphalt mill and resurface. Cost estimate may fluctuate once geotechnical information is obtained.
## Preliminary Engineer's Estimate

### PAVEMENT LOCATION | FDOT PAY ITEM NO. | PAY ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | ESTIMATED UNIT PRICE | ESTIMATED TOTAL PRICE
--- | --- | --- | --- | --- | --- | ---
Welcome Center Lot | 327-70-5 | MILLING EXISTING ASPHALT PAVEMENT, 2" AVERAGE DEPTH | SY | 4,060 | $ 5.00 | $ 20,300.00
Manns Harbor Drive (northeastern) | 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C | TN | 446.6 | $ 100.00 | $ 44,660.00
Manns Harbor Drive (Gatehouse) | 327-70-5 | MILLING EXISTING ASPHALT PAVEMENT, 2" AVERAGE DEPTH | SY | 1,011 | $ 5.00 | $ 5,055.00
Tennis Court Lot | 327-70-5 | MILLING EXISTING ASPHALT PAVEMENT, 2" AVERAGE DEPTH | SY | 1,010 | $ 5.00 | $ 5,052.00
Mirabay Boulevard (Gatehouse) | 327-70-5 | MILLING EXISTING ASPHALT PAVEMENT, 2" AVERAGE DEPTH | SY | 2,274 | $ 5.00 | $ 11,369.00
Manns Harbor Drive (Gatehouse) | 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C | TN | 111.2 | $ 100.00 | $ 11,121.00
Tennis Court Lot | 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C | TN | 297.6 | $ 100.00 | $ 29,764.00
Mirabay Boulevard (Gatehouse) | 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C | TN | 250.1 | $ 100.00 | $ 25,012.00

**HIGH PRIORITY SUB-TOTAL:** $ 176,977.00

### OTHER INCIDENTAL ITEMS

| HIGH PRIORITY AREAS | FDOT PAY ITEM NO. | PAY ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY | ESTIMATED UNIT PRICE | ESTIMATED TOTAL PRICE
--- | --- | --- | --- | --- | --- | ---
High Priority Areas | 102-1 | MOBILIZATION (10%) | LS | 1 | $ 19,467.50 | $ 19,468.00
High Priority Areas | 102-2 | MAINTENANCE OF TRAFFIC (10%) | LS | 1 | $ 17,697.70 | $ 17,698.00
High Priority Areas | 711 | STRIPING / PAVEMENT MARKINGS | LS | 1 | $ 6,456.00 | $ 6,456.00
High Priority Areas | | PROJECT UNKNOWNS (15%) | LS | 1 | $ 33,089.85 | $ 33,090.00

**HIGH PRIORITY TOTAL:** $ 253,689.00

**ESTIMATED TOTAL PRICE**

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<tr>
<td>note:</td>
<td>assumed 2&quot; mill and resurface depth for cost estimating purposes. however, depth may vary based on geotechnical findings from encountered field conditions. cost estimate will require further evaluation following the geotechnical report.</td>
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## TASK DESCRIPTIONS

### A. Project Development / Preliminary Engineering

1. **Geotechnical Services (Tierra South Florida, Inc.)**
   - Includes ten (10) pavement cores/hand augers (5' max. depth), pavt. recommendation and report.
   - Billable Rate: $225.00
   - Task A. Hours: 4.0
   - Task A. Costs: $3,495.00

2. **Review of Geotechnical Data / Prepare Pavt. Design Memo**
   - Task A. Hours: 0.0
   - Task A. Costs: $0.00

### B. Plans Production

1. **Roadway Analysis & Design (incl. coordination, meetings, field reviews)**
   - Billable Rate: $180.00
   - Task B. Hours: 12.0
   - Task B. Costs: $1,800.00

2. **Prepare Construction Plans (incl. FDOT Specifications)**
   - **a. Key Sheet**
     - Task B. Hours: 4.0
     - Task B. Costs: $576.00
   - **b. Summary of Pay Items**
     - Task B. Hours: 2.0
     - Task B. Costs: $448.00
   - **c. General Notes**
     - Task B. Hours: 4.0
     - Task B. Costs: $448.00
   - **d. Typical Sections**
     - Task B. Hours: 4.0
     - Task B. Costs: $448.00
   - **e. Project Layout**
     - Task B. Hours: 4.0
     - Task B. Costs: $448.00
   - **f. Temporary Traffic Control (incl. Notes, Detours, Road Closures)**
     - Task B. Hours: 4.0
     - Task B. Costs: $448.00
   - **g. Signing and Pavement Marking Details**
     - Task B. Hours: 4.0
     - Task B. Costs: $448.00
   - **3. Construction Cost Estimate**
     - Task B. Hours: 4.0
     - Task B. Costs: $448.00
   - **4. QC Review**
     - Task B. Hours: 8.0
     - Task B. Costs: $5,760.00
   - **5. Sign and Seal (Electronic Final Plans only)**
     - Task B. Hours: 2.0
     - Task B. Costs: $448.00

### C. Post Design Services

1. **Response to Contractors RFIs**
   - Task C. Hours: 16.0
   - Task C. Costs: $5,760.00

2. **Biddability Reviews**
   - Task C. Hours: 16.0
   - Task C. Costs: $4,480.00

3. **Site Reviews / Inspections**
   - Task C. Hours: 32.0
   - Task C. Costs: $4,480.00

### Total Costs

- **Total Hours**: 8.0
- **Total Lump Sum Costs**: $17,730.00
- **Total Time & Materials Costs**: $10,240.00
- **SUBTOTAL PROJECT COST (excluding subconsultant)**: $27,970.00
- **TOTAL PROJECT COST**: $31,465.00
Tab 7
Engagement Letter

Board of Supervisors
Harbor Bay Community Development District

RE: Additional Services for seawall easement guidelines

Board of Supervisors

In connection with District Manager Agreement, dated November 21, 2019, we are pleased to provide this engagement letter describing additional services that the DPFG Management & Consulting LLC (DPFG) proposes to the Harbor Bay Community Development District (District). The parties contemplate that when special projects are necessitated that they will utilize written special authorizations to effectuate the procurement of special work at additional compensation. Based upon mutual consideration, the parties hereby agree as follows:

A. Background and Scope of Work
The District wants to mail seawall easement guidelines to canal lot owners. Toward that end, DPFG will handle the mailing. A list of recipients, basic cover letter, and guidelines will be provided to DPFG. Our general approach to this engagement is outlined as follows:

- Compile and organize documents for the mailings;
- Engage vendor and coordinate printing and mailing no later than December 24, 2019;
- Spot check mailings before delivery to postal service.

B. Fee Budget
A preliminary fee estimate for the work related to this letter is not to exceed $175.00 plus $927.73 for printing services.

C. Authorization
Signing one copy and returning it to DPFG indicates your acceptance of this proposal.

Sincerely,

Maik Aagaard
President

Authorized for Harbor Bay Community Development District:

Accepted by: ________________________________ Date: __________________

Title: ________________________________
**Contact:** Logan Muether

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December ___, 2019

VIA FIRST CLASS MAIL

[First Name Last Name]
[Address]
[City, State Zip Code]

Re: MiraBay Community Easement Information for Typical Canal Lots

Dear M____, _____:

Enclosed please find an informational flyer developed by the Harbor Bay Community Development District (the “CDD”) to assist residents with the understanding of certain platted easements on canal walls within the MiraBay Community.

You are receiving this informational flyer because your lot is a canal lot. Most MiraBay canal lots have at least two significant, seawall-related platted easements affecting them: a “Drainage/Access and Seawall Easement” and a “Tieback Easement.” The purpose of this document is to briefly identify these easements and convey basic information regarding them to owners and residents.

I hope this flyer is informative and helpful. Please do not hesitate to contact me if you have any questions. Thank you.

Regards,

Patricia Thibault
District Manager

Encl.: MiraBay Community Easement Information for Typical Canal Lots
The Harbor Bay Community Development District (the “CDD”) has prepared this informational flyer to assist with the understanding of certain platted easements on canal lots within the MiraBay community (please refer to the attached Sheet 1 (Aerial View)). Most MiraBay canal lots have at least two significant, seawall-related platted easements affecting them: a “Drainage/Access and Seawall Easement” and a “Tieback Easement.” The intent of this document is to briefly identify these easements and convey basic information regarding them to owners and residents.

**Drainage/Access and Seawall Easement**

The “Drainage/Access and Seawall Easement” is an easement encompassing the width of the lot, beginning at the inside face of the seawall cap and running landward five (5) feet* (please refer to the attached Sheet 2 (Section View)). It includes all of the following:

- A drainage easement for the CDD
- An access easement for the CDD and the Mirabay HOA (and in some cases also the Developer) permitting them to enter into and leave the easement area, with or without equipment
- An easement for the CDD to install, own, maintain, and operate the seawall and tiebacks and concrete anchors related to the seawall
- An easement for the Developer to install any underground or aboveground improvements or any plants or other landscaping within the easement area (limited to certain lots only – please refer to your particular plat’s “Dedications” page for more information)

**Important:** Consistent with the scope of this platted easement as well as covenants and restrictions imposed on most lots, owners should not construct any improvements within the “Drainage/Access and Seawall Easement” that could obstruct access to the seawall, or disrupt or alter the seawall or how it functions, unless the lot owner has first obtained a written agreement from the CDD permitting the improvement (see below regarding how to obtain a written agreement from the CDD).

Improvements that could obstruct access to the seawall, or disrupt or alter the seawall or how it functions, include (but are not limited to) boardwalks, concrete walks, bricks, pavers, fences, landscaping ornaments, landscaping rocks, mulch, plants, aboveground sprinklers, or other structures, and utility holes drilled into and through the seawall. The CDD will typically (but not necessarily) notify owners when its contractors or staff intend to access the easement. If the CDD learns of an unauthorized improvement and asks an owner to remove it, owners **must** remove the improvement within 24 hours, and if they do not, the improvement could be removed and destroyed by the CDD without liability to the owner.

**Tieback Easement**

The “Easements for Seawall Tieback Anchor” (also known as the “Tieback Easement”) is an easement that encompasses the width of the lot, beginning at the inside face of the seawall cap and running landward fifteen (15) feet* (please refer to the attached Sheet 2 (Section View)). It includes an easement for the CDD and the Mirabay HOA (and in some cases also the Developer) permitting them to enter into and leave the easement area, with or without equipment.

---

* The “inside face of the seawall cap” is a reference to the original seawall cap. However, with respect to seawalls that have been repaired, the inside face of the seawall cap is hidden by a retrofitted cap that encompasses the original. Accordingly, the “Drainage/Access and Seawall Easement” and “Tieback Easement” on your lot may seem slightly smaller (approximately six (6) inches) than five (5) feet and fifteen (15) feet wide, respectively, when measured from the inside face of a repaired seawall cap.
to install, own, maintain, and operate tiebacks and concrete anchors related to the seawall. Certain requirements and limitations apply within the Tieback Easement, specifically:

- No portion of any home or home foundation may be located in a Tieback Easement
- Subject to limitations and restrictions imposed by the Developer in development guidelines or recorded covenants and restrictions (see below), pools and pool decks may be located within certain portions of the Tieback Easement that are not also encumbered by a utility easement or the “Drainage/Access and Seawall Easement” described above
- The CDD will not have the right to disturb pools or pool decks that may be installed by the lot owner within the Tieback Easement provided the pools and pool decks were (a) installed in accordance with the limitations and restrictions imposed by the Developer in development guidelines or recorded covenants and restrictions, and (b) not installed in a utility easement or the “Drainage/Access and Seawall Easement” described above
- The Developer also holds an easement within the Tieback Easement to install any underground or aboveground improvements or any plants or other landscaping within the easement area (limited to certain lots only – please refer to your particular plat’s “Dedications” page for more information)

**Important:** Consistent with the scope of this platted easement as well as covenants and restrictions imposed on most lots, owners should not construct any improvements within the Tieback Easement that could interfere with the CDD’s rights to install, own, maintain, and operate seawall-related tiebacks on your lot. Such improvements include (but are not limited to) the installation of piles or grout injections under a retaining wall. Before digging within any Tieback Easement, owners **must** provide the Developer and the CDD notice (at least 48 hours), contractor contact and insurance information, and certain other information, and must also indemnify the Developer and the CDD (by executing an “Encroachment Agreement and Release” document in favor of the CDD, which the CDD will provide you) for any damages to the seawall, tiebacks, and anchors on their lots caused by their digging or other construction activities.

**Conclusion**

For your reference, the attached Section View of the typical canal lot graphically depicts both the “Drainage/Access and Seawall Easement” and the “Tieback Easement,” as well as several other relevant features (e.g. the minimum ten (10) foot setback area between the inside face of the seawall cap and any pool structure).

If you ever have any questions or concerns about your seawall and/or how it functions (or should function) – for example, if you see standing water in the grass next to the wall, or if you see your dirt is no longer level and appears to be washing away, and are concerned that your wall may not be functioning properly – or if you need a written agreement from the CDD to locate improvements within the “Drainage/Access and Seawall Easement,” or intend to dig within the “Tieback Easement,” please contact ______________ at ______________ for more information. Obtaining a written agreement from the CDD can typically be done at no cost to the lot owner.

Finally, please understand that the information provided herein is based on a **typical** canal lot. It is not, nor is it intended to be, legal advice or a comprehensive summary of all easements and/or covenants and restrictions that may affect your lot. As noted earlier, individual lots may have varying circumstances and/or additional easements or covenants and restrictions. You can obtain additional information with respect to your particular lot from the Hillsborough County Property Appraiser website at www.hcpafl.org and the Hillsborough County Clerk at www.hillsclerk.com.
Tab 8
In accordance with Chapters 190 and 120 of the Florida Statutes, and on __________, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern traffic and parking enforcement on District right-of-ways and other property. This rule repeals and supersedes all prior rules governing the same subject matter.

1. INTRODUCTION. This rule adopts a signage plan and addresses traffic and parking enforcement for the District’s right-of-ways and other property.

2. DEFINITIONS. The following definitions apply to this rule:

   a. Amenities shall mean the District’s primary clubhouse, Admiral’s Pointe clubhouse, athletic courts, playgrounds, parks and boat ramp.
   b. District shall refer to the Harbor Bay Community Development District.
   c. Golf Cart shall mean a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.
   d. Guest shall mean any person or persons, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for a specific visit by a Patron to use the Amenities.
   e. Low-Speed Vehicle shall mean any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles.
   f. Parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers as may be permitted by law.
   g. Patron shall mean Residents, Non-Resident Patrons, and Renters.
   h. Tow-Away Zone means any area where parking is prohibited and identified as a Tow-Away Zone.
   i. Vehicle means any device in, upon, or by which any person or property is or may be transported or drawn upon a roadway (including but not limited to towed boats, boat trailers, campers, mobile homes, travel trailers, etc.).
Any capitalized term not otherwise defined herein shall have the meaning ascribed to it as set forth in the District’s Amenities Rules Handbook, as adopted July 24, 2014 and as may be amended from time to time.

3. **SIGNAGE PLAN, TRAFFIC ENFORCEMENT & SPEED LIMITS.** The District hereby adopts the traffic and parking signage plan attached hereto as Exhibit A, and, subject to obtaining any necessary permits or other approvals, authorizes the District Manager to cause signage to be posted consistent with Exhibit A. All speed limits on District right-of-ways are as set by general law, and as posted consistent with Exhibit A. Please refer to Chapter 316, Florida Statutes for laws related to traffic enforcement and speed limits on District roadways. All such statutes, as may be amended from time to time, are incorporated herein by this reference.

4. **DESIGNATED PARKING AREAS.**

   A. **District Amenities.** Parking is permitted in designated areas at the Amenities by Patrons and Guests during the operating hours of the respective Amenity, as well as by District Supervisors, staff, employees, and contractors on District business, but is otherwise prohibited at the Amenities. Parking is prohibited in the roundabout area in front of the main clubhouse.

   B. **Boat Lift.** Parking is prohibited at the boat lift, except for pick-up and drop-off by Patrons and Guests during operating hours and on the curbside, as well as by District Supervisors, staff, employees, and contractors on District business. Parking on grass or landscaped areas is prohibited.

   C. **Roundabout Islands.** Notwithstanding their physical location within District right-of-ways (please see subparagraph F below specifically addressing District right-of-ways), roundabout islands do not form part of District right-of-ways but are instead District common areas that are not subject to Chapter 316, Florida Statutes, or Chapter 50, Article V, Hillsborough County Code of Ordinances. Parking is prohibited in all roundabout islands within the District.

   D. **Other District Common Areas.** With respect to District-owned common areas not otherwise addressed herein (including but not limited to grassy areas immediately adjacent to stormwater ponds and other similar grassy areas), parking is permitted by District Supervisors, staff, employees, and contractors on District business, but is otherwise prohibited.

   E. **Overnight Parking.** Overnight parking is prohibited at the District’s Amenities and other common property, except Seacrest Patrons and Guests and Bay Breeze Patrons and Guests may park overnight within their respective Seacrest and Bay Breeze parking lots identified on Exhibit A. Overnight parking hours of enforcement are from 7:00 p.m. to 7:00 a.m., provided however that overnight parking enforcement shall not apply to any particular Amenity during the operating hours of that Amenity.
F. **District Right-of-Ways.** The parking restrictions set forth herein do not apply to District right-of-ways. Instead, please refer to Chapter 316, *Florida Statutes*, and Chapter 50, Article V, *Hillsborough County Code of Ordinances*, for laws related to the authorized and unauthorized parking of vehicles within District right-of-ways. Such statutes and ordinances, as may be amended from time to time, apply to District property and are incorporated herein by this reference.

G. **Specialized Vehicles.** Off-road bikes/vehicles (including ATV’s), golf carts, and motorized scooters, are prohibited at the Amenities and all District common property, unless they are owned by the District. Low-speed vehicles are permitted on District property if properly registered and insured for on-road usage and operated and equipped consistent with applicable State and local laws. Low-speed vehicles are otherwise subject to this rule as a type of vehicle.

5. **Exceptions / Permits.**

A. **Temporary Parking Permits.** The District Manager has the authority to dispense with the parking rule set forth herein, and to issue a “**Temporary Parking Permit**” which allows a Patron or Guest to park in a manner which would otherwise be unauthorized. The District Manager has the authority to dispense with such parking rule for a period of up to fourteen (14) days. Temporary Parking Permit requests will be granted in accordance with the following:

i. The Temporary Parking Permit costs Five Dollars ($5.00) per permit. Permits are valid for the time specified up to a maximum of fourteen (14) days.

ii. Patrons or Guests interested in a Temporary Parking Permit may submit a request to the District Manager which includes the following information:

- (1) The name, address and contact information of the owner of the vehicle;
- (2) The make/model and license plate of the vehicle to which the permit is to be granted;
- (3) The location where the vehicle is intended to be parked and the times when the vehicle is intended to be parked there;
- (4) The reason and special terms (if any) of the parking exception; and
- (5) How long the Temporary Parking Permit will be needed.

It is the responsibility of the person(s) requesting a Temporary Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals may result in fines and, in connection with Tow-Away Zones, the towing and/or removal of the vehicle from the District’s property.

iii. Upon the District Manager’s determination, in his or her sole discretion, that a legitimate parking exception exists, the District Manager shall issue a Temporary
Parking Permit to the vehicle owner. Temporary Parking Permits will be granted by way of written correspondence through the expressed authority of the District Manager, as set forth above. No verbal grants of authority will be issued or be held valid. Temporary Parking Permits are nontransferable.

iv. A copy of the Temporary Parking Permit must be displayed on the bottom left side of the vehicle windshield. Vehicles that do not display the Temporary Parking Permit in this manner may be fined and, in connection with Tow-Away Zones, towed and/or removed at the owner’s expense, in the manner set forth herein.

v. The vehicle owner shall remove the vehicle from areas where parking is prohibited upon expiration of the Temporary Parking Permit. Failure to remove the vehicle upon the expiration of the Temporary Parking Permit may result in fines and, in connection with Tow-Away Zones, the commencement of towing and/or removal of the vehicle from the District’s property.

B. Overnight Parking Permits. Anchor Cove Patrons and Guests may apply for an “Overnight Parking Permit” which will allow up to a maximum of ten (10) Patrons and Guests to park overnight at the main clubhouse parking lot in the spaces identified on Exhibit A, provided said Patrons and Guests have obtained an Overnight Parking Permit and display same as set forth herein. Overnight Parking Permit requests will be granted in accordance with the following:

i. The Overnight Parking Permit costs Ten Dollars ($10.00) per permit. Permits are valid for one year. Up to two Overnight Parking Permits may be issued per Anchor Cove property, and such Overnight Parking Permits are nontransferable.

ii. Anchor Cove Patrons and Guests interested in an Overnight Parking Permit may submit a request to the District Manager which includes the following information:

(1) The name, address, and contact information of the owner of the Anchor Cove property;
(2) The name, address and contact information of the owner of the vehicle to which the permit will be granted; and
(3) The make/model and license plate of the vehicle to which the permit will apply.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals may result in fines and, in connection with Tow-Away Zones, the towing and/or removal of the vehicle from the District’s property.
iii. Upon receipt of all requested documentation, as set forth above, the District Manager will issue an Overnight Parking Permit to the applicant. Overnight Parking Permits will be granted by way of written correspondence by the District Manager. No verbal grants of authority will be issued or be held valid.

iv. The Overnight Parking Permit must be displayed on the bottom left side of the vehicle’s windshield. Vehicles that do not display the Overnight Parking Permit in this manner may be fined and, in connection with Tow-Away Zones, towed and/or removed at the owner’s expense, in the manner set forth herein.

C. Parking Permits for District Board Supervisors, Staff, Employees and Contractors. District Board Supervisors, Staff, Employees and Contractors on District business may park vehicles as set forth in this rule. However, all such vehicles shall display a “CDD Parking Permit,” available from the District Manager, and any such vehicle that does not display a CDD Parking Permit in this manner may be fined and, in connection with Tow-Away Zones, towed and/or removed at the owner’s expense, as set forth herein.

D. Emergency Vehicles. Law enforcement and other emergency vehicles operated by authorized governmental entities may park where necessary in the course of their respective duties.

6. Establishment of Tow-Away Zones. Certain District property in which parking is prohibited under this rule, either entirely or during specific hours, as identified in Exhibit A, is hereby declared a Tow-Away Zone. The District shall ensure that notice of all Tow-Away Zones is posted at conspicuous locations as required by Section 715.07, Florida Statutes, and consistent with Exhibit A. Additionally, the District shall obtain any local permits and/or approvals necessary for such signage.

7. Enforcement.

A. District Towing in Tow-Away Zones. The District shall enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles from the District’s Tow-Away Zones in accordance with Florida law, specifically section 715.07, Florida Statutes, and in accordance with this rule. Any vehicle not authorized to park in a District Tow-Away Zone under this rule may be towed/removed at the owner’s expense and by the District’s contracted firm.

B. Other District Penalties. If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of $1,000 and collect such fine and attorney’s fees as a contractual lien or as otherwise provided by Florida law. Fines shall be imposed
as follows: (i) the first violation will incur a fine of One Hundred and 00/100 Dollars ($100); (ii) a second violation will incur a fine of Two Hundred and 00/100 Dollars ($200); (ii) a third violation will incur a fine of Four Hundred and 00/100 Dollars ($400); and, (v) any additional violation(s) will incur a fine of One Thousand and 00/100 Dollars ($1,000). The District Manager shall have the authority to enforce and collect the fines as set forth above. The District Manager shall have the authority to exercise discretion in enforcing the fines and may escalate a fine up to two levels (e.g., from a second violation to a fourth violation). Unless otherwise specified herein, the District’s Disciplinary and Enforcement Rule, adopted June 23, 2014, as amended from time to time, shall apply to any violations of this rule. In addition, this rule shall serve as an independent basis under which any violation of this rule may result in a suspension of the right to use the District’s Amenities and/or other District properties (including the waterways), towing of any unauthorized vessels at the owner’s expense, an administrative penalty / fine of no less than Fifty and 00/100 Dollars ($50) and no greater than One Thousand and 00/100 Dollars ($1,000) for each violation as determined by the District Manager in accordance with this rule plus any and all collection costs and fees incurred for criminal prosecution, and/or other legal action, which the District reserves the right to pursue.

C. Law Enforcement. The District hereby authorizes law enforcement personnel of Hillsborough County and other units of government to enforce the provisions of this rule, and to enforce any and all traffic and parking laws on District right-of-ways. The District may enter into traffic enforcement or other agreements in order to effect the provisions of this subsection.

8. Parking At Your Own Risk. Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or vehicles.

9. Sovereign Immunity. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, F.S., or other statutes or law.

10. Conflicts. This rule supersedes and replaces all prior rules and policies established for traffic and parking enforcement, including but not limited to those set forth under Resolutions 2007-08 and 2010-14.

11. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.
12. **Reservation of Rights for Future Amendments; Variances.** The Board in its sole discretion may amend these rules from time to time and/or grant variances upon request.

**EXHIBIT A – Traffic and Parking Signage Plan**

Specific Authority: §§ 120.54, 120.69, 190.011(5), 190.012(3), *Fla. Stat.*
Effective date: ____________, 2020
EXHIBIT A
Signage Plan
I believe it is difficult for most residents to understand who defines and enforces parking rules within MiraBay; therefore, I believe it would be useful to have a cover note that provides an overview of the rule definition and enforcement process for the entire community. Ideally, an identical cover note would precede the posting of District or HOA parking rules.

**Parking Policy Cover Note**

Depending on the specific location in MiraBay, parking rules are established and enforced by the CDD, an HOA or Hillsborough County.

Except for Seacrest and Bay Breeze, parking rules for roadways, e.g., Islebay, MiraBay Blvd, Manns Harbor, etc., within MiraBay are defined and enforced by Hillsborough County, [insert hyperlink to County rules]. If you believe there is a violation of parking rules in these areas, call XXX-XXX-XXXX.

Within amenity areas owned by the CDD, e.g., Clubhouse, Landing Park, etc., the CDD defines and enforces rules [insert hyperlink to CDD rules]. If you believe there is a violation of parking rules in these areas, call XXX-XXX-XXXX.

Parking rules for Seacrest can be found here [insert hyperlink]; parking rules for Bay Breeze can be found here [insert hyperlink]. If you believe there is a violation of parking rules in one of these areas, call XXX-XXX-XXXX (Seacrest) or XXX-XXX-XXXX (Bay Breeze).
Harbor Bay Community Development District
c/o Joe Roethke
Regional District Manager
Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578

Subject: Transition Update

Dear Board of Supervisors,

Enclosed is an update on the major items that our team has been working on as part of our ongoing management transition:

1. **Grounds Maintenance Management** Vesta begins this service on December 17. Our on-site Field Operations Manager, Doug Ivester, is our lead team member who oversees the District’s landscaping and stormwater retention system maintenance services. Following his onboarding last month, Doug began his orientation and training at MiraBay on December 9. (Part of this initial work included receiving further support from another, experienced Field Operations Manager within Vesta. This individual and our maintenance team at Harbor Bay together inspected the pool equipment at all of the District’s pools and it checked out quite satisfactorily.)

   Going forward, our team will utilize weekly *Inspection Checklists* as well as a monthly *Grading Sheet* to oversee the contracted work by CLM and communicate the quality of their work to the Board. (These checklists are based upon the landscape standards and guidelines that were created by the District this fall.) Beginning in January, we will be sending our monthly *Grading Sheet* to the District Manager for inclusion in the monthly agenda packet.

2. **Status of On-site Staff** In addition to our Field Operations Manager position noted above, Vesta has filled all of our proposed positions, including our Field Operations & Maintenance Supervisor (Perry Strimpel), and Facilities Maintenance Supervisor (Carl Weatherholt), both of whom are starting on December 17. Our Administrative position will be filled on an interim basis by Vesta’s Steve Labadie, who has been training with Sandy and also will be starting on December 17, and then Hillary Loveless will assume this role on January 7. The remaining positions, including that of General Manager (Margaret Alfano) and Lifestyle Manager (Holly Faldetta), will commence on January 7, 2020.

   Our staff is a mix of some key newcomers to MiraBay (most of whom were already with Vesta at other, large properties) along with holdovers from WTS (basically all of the current staff with the exception of Ashley) and Perry from
Rizzetta. This will provide a strong combination of long-term familiarity and “institutional knowledge” along with a fresh perspective, new ideas and approaches, and enhanced management talent, oversight, and support. Over time, we will become thoroughly acquainted with the holdovers and continue to assess and support the entire staff in fulfillment of our responsibilities.

3. **Customer Service** The customer experience that Vesta will deliver includes:
   (1) Having our guests at MiraBay be consistently treated the way that we would want our loved ones and ourselves to be treated.
   (2) Enhancing the experience of our “repeat customers” each time that we engage with them by learning their preferences, likes and dislikes, something unique about them, etc., to make these people feel special and well-served.

   Our approach will be marked by such qualities as:
   - Providing a level of Professionalism, inspired by a Passion to Excel.
   - Servant-Leadership.
   - Sharp Personal Appearance.
   - Being Available and Reliable.
   - Being “the Giving One” towards others (even if it’s just something as simple as a smile or a compliment).
   - Listening and maintaining Eye Contact.
   - Exerting physical, emotional & mental Energy in service to our guests.
   - In general, the only time that we will say “No” is by saying, “No problem!” (Saying “no” should be our very last resort, after exhausting every reasonable way to satisfy our guests.)
   - “Owning” our mis-steps by (1) sincerely acknowledging exactly what happened, (2) taking responsibility for providing the appropriate remedy or solution, (3) choosing the right medium (face-to-face, telephone, email, etc.) for our message and making it as brief and unambiguous as possible, and (4) doing so in as timely a manner as possible.

   Since most of the associates are currently employed by another company, Vesta will provide ongoing customer service training beginning later in January and continuing as-needed throughout Q-1 and thereafter, in a manner that we can well-coordinate in order to not disrupt the everyday operation.

4. **Resident Communication** After working with the Board’s liaison, Dan Leventry, Vesta first provided an email regarding the transition of management companies to the community’s residents on Friday, November 15. At the Board’s direction, we then had this same message sent again on November 22. We will provide a follow up message to all residents with further details on the staff as noted above, the status of current resident programs and events, etc., by Monday, December 16.
5. **Existing Licenses, Software, etc.**
   - Vesta is working with WTS to have the current operating licenses updated and/or transferred to the District.
   - Our staff has begun learning the new **FMX maintenance software** and will increasingly utilize it going forward. We intend to provide a further update on our progress with it for the January Board Meeting.
   - Regarding transferring the **Daxko management software**, further progress has been made. After receiving Board direction on Nov. 21 to try to ensure a smooth transition from WTS' license with Daxko to the District by January 7, Vesta was informed by the firm that their agreement was “auto-renewed” this past August for another 12 months; the remaining balance of which will be transferred along with the license to the District. Vesta continues to work with Daxko to finalize this arrangement; Daxko's in-house counsel is drafting a transfer-of-ownership and contract to the District. (The Board may wish to formally authorize the chairman at the December 19 meeting to sign this new agreement on behalf of the District.) Vesta is planning to recommend alternate management software during Q-1, 2020, with an intended transition completed no later than August of 2020.

**Other:**
- Vesta and District Staff are assessing the current after-school program and what, if any, changes should be recommended at January’s Board Meeting. (In addition, we will be utilizing a great deal of detailed and comprehensive policies, procedures and related forms for our operation of the summer camp and other programs as appropriate; this information is being adopted from other districts in which we have long-operated such activities and programs.)
- Vesta will submit a 2020 monthly **Calendar of Events** for the January Meeting.
- With the benefit of having over a month in place, Vesta will submit any recommended changes to your Amenity policies by your February Meeting.
- We will work with District Management and Staff to submit our recommended list of priorities regarding **capital projects** also by your February Meeting.
- Vesta will take a “deep dive” into the **café and F & B service** from Jan. – Feb. and submit our recommendations by no later than your March Meeting.

Sincerely,

Roy Deary
President,
Amenities Division
December 12, 2019
Tab 10
<table>
<thead>
<tr>
<th>Project</th>
<th>Cardno Project Manager</th>
<th>Task</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pool Project</td>
<td>Greg Woodcock</td>
<td>Health Department Safety Plan Review. Plan prepared. Review by board at January meeting</td>
<td>In-Progress</td>
<td>1/16/2020</td>
</tr>
<tr>
<td>Pool Retaining Wall Repair</td>
<td>Chris Gamache</td>
<td>Construction Complete.</td>
<td>Project Complete</td>
<td></td>
</tr>
<tr>
<td>Road Signage Compliance</td>
<td>Greg Woodcock</td>
<td>Signage punchlist and additional signage will be completed by 12-20-2019.</td>
<td>Construction</td>
<td>1/10/2020</td>
</tr>
<tr>
<td>Mangrove Trimming</td>
<td>Eric Ebling - Suncoast Environmental</td>
<td>Proposal presented at October Board meeting.</td>
<td>On Hold</td>
<td></td>
</tr>
<tr>
<td>Canal Lights and Signage Maintenance</td>
<td>Greg Woodcock</td>
<td>CLM Provided proposals for the December Meeting. Refer to capital projects in the agenda.</td>
<td>In-progress</td>
<td>1/25/2020</td>
</tr>
<tr>
<td>Pool Area Palm Planter Updates</td>
<td>Greg Woodcock</td>
<td>CLM provided proposals for the December Meeting. Refer to capital projects in the agenda.</td>
<td>In-progress</td>
<td>1/25/2020</td>
</tr>
<tr>
<td>Public Facilities Report</td>
<td>Greg Woodcock</td>
<td>Preparing capacity for amenities. Will be presented at the January Meeting.</td>
<td>In-progress</td>
<td>1/16/2020</td>
</tr>
<tr>
<td>Tennis Court Drainage</td>
<td>Rizzettta project</td>
<td>Construction complete. Cardno to review during rain to verify drainage issue is resolved.</td>
<td>In progress</td>
<td>11/15/2019</td>
</tr>
<tr>
<td>Round-a-bout Pavers</td>
<td>Greg Woodcock</td>
<td>Cardno completing design and specifications for bidding project. Bids will be provided in February.</td>
<td>In-progress</td>
<td>2/10/2020</td>
</tr>
<tr>
<td>Jet Ski Lifts</td>
<td>Chris Gamache</td>
<td>Chris determined that the lift can be modified to accommodate the new seawall. The owner will need to be modified to be above the seawall in some extreme cases.</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>Reserve Study- Pavement Project</td>
<td>Greg Woodcock</td>
<td>Cardno working on Pavement Restoration and mill and resurface. Proposal in the agenda for design, bidding and construction oversight.</td>
<td>In-progress</td>
<td>12/5/2019</td>
</tr>
<tr>
<td>Seawall Priorititation 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 critial areas.</td>
<td>In-progress</td>
<td>1/25/2020</td>
</tr>
<tr>
<td>Pickle Ball Courts</td>
<td>Park Square</td>
<td>On Hold.</td>
<td>On Hold</td>
<td></td>
</tr>
<tr>
<td>Tiki Bar Conversion</td>
<td>Park Square</td>
<td>On Hold.</td>
<td>On Hold</td>
<td></td>
</tr>
<tr>
<td>Tab 11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Harbor Bay CDD
### 2019 Project Tracker

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Start Date</th>
<th>End Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<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>ongoing</td>
<td>Reserve - unit 3, 10, 11 - waiting board approval on quotes</td>
</tr>
<tr>
<td>Flooring - Office/Stairwell</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>Reserve - unit 3, 10, 11 - waiting board approval on quotes</td>
</tr>
<tr>
<td>Grounds - Landscaping Cleanup</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>Manager and CLM will develop an Action Plan to clean up after rain, heavy wind and storms</td>
</tr>
<tr>
<td>Grounds - Power washing</td>
<td>ongoing</td>
<td>ongoing</td>
<td>Temporarily paused due to manpower availability</td>
</tr>
<tr>
<td>Grounds - sidewalk repairs</td>
<td>3rd Qtr 2019</td>
<td>1st Qtr 2020</td>
<td>Vendor began work 11/12/19 - Began his work at the clubhouse and will then go to MiraBay Blvd by the tennis courts - TARGET DATE January 31, 2020</td>
</tr>
<tr>
<td>Guard Shack, Doors South</td>
<td>3rd Qtr 2019</td>
<td>1st Qtr 2020</td>
<td>Sourcing vendors - TARGET DATE January 31, 2020</td>
</tr>
<tr>
<td>Pavers-landscape</td>
<td>3rd Qtr 2019</td>
<td>1st Qtr 2020</td>
<td>Cardno is Sourcing vendors - TARGET DATE March 31, 2020</td>
</tr>
<tr>
<td>Playground equipment cleaning</td>
<td>Ongoing</td>
<td>Ongoing</td>
<td>Temporarily paused due to manpower availability</td>
</tr>
<tr>
<td>Pool Bathrooms</td>
<td>3rd Qtr 2019</td>
<td>1st Qtr 2020</td>
<td>Sourcing vendors</td>
</tr>
<tr>
<td>Shade sails</td>
<td>3rd Qtr 2019</td>
<td>4th Qtr 2019</td>
<td>NOC issued, waiting permits - TARGET DATE December 31, 2019</td>
</tr>
<tr>
<td>Roof Repairs</td>
<td>3rd Qtr 2019</td>
<td>Completed</td>
<td>Completion date November 12, 2019</td>
</tr>
<tr>
<td>Playground mulch</td>
<td>3rd Qtr 2019</td>
<td>Completed</td>
<td>12/1/2019</td>
</tr>
</tbody>
</table>

*If further information is needed, contact clubdirector@mirabayclub.com*
Tab 12
TO: Board of Supervisors (“Board”)
Harbor Bay Community Development District (“District”)

FROM: Harbor Bay Club Director

DATE: December 19, 2019

RE: Palm Replacement - ASO No. 2

Installation of the palms listed in ASO No. 2 will begin week the of December 16, 2019.
Tab 13
TO:            Board of Supervisors ("Board")
            Harbor Bay Community Development District ("District")

FROM:         Harbor Bay Club Director

DATE:         December 19, 2019

RE:           Shrubbery Maintenance/Replacement

Issue:

Shrubbery Maintenance/Replacement

Shrub replacement project in front of the tennis facility is complete. The Cypress mulch will not be included in this project and has been deducted from the invoice. Mulch will be installed by mulch vendor at a later date. Of note, due to the poor appearance of the 140 Dune Sunflowers in the original installation, they have been replaced by 140 Blue Daze flowers (at no charge).

(Photo taken on 12/11/2019)
Tab 14
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: December 19, 2019

RE: Tennis Irrigation Repair

CLM completed the repair of the drainage issues at the Tennis Facility.

(Photo taken on Dec 11, 2019)
Tab 15
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

CARDNO PROJECT MANAGER UPDATE

<table>
<thead>
<tr>
<th>Project Title: Pool Restroom Renovation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested From: Harbor Bay CDD</td>
</tr>
<tr>
<td>Project Start Date: 10-20-2019</td>
</tr>
<tr>
<td>Current Status: Cardno will be working with new on sight manager to obtain contractors to obtain proposals.</td>
</tr>
<tr>
<td>Next Mile Stone: Obtain proposals based on specifications</td>
</tr>
<tr>
<td>Projected completion Date: March 2020.</td>
</tr>
</tbody>
</table>

Cardno is working with new Management Company to obtain list of contractors to contact and obtain proposals. Cardno has requested that Michael R provide list of contractors he has contacted and the current status of the proposals. Cardno will work with new management company to obtain proposals for the January Meeting.
Summary:

The maintenance software management system (FMX) is being used to manage work orders, preventative and ongoing maintenance tasks and inventory.

Update:

- Vesta is receiving training from staff, and has been connected with account management at FMX for further training as needed.
- Comprehensive Operations Totals - To date, the system retains the following:
  - 915 Schedule Requests
  - 84 Maintenance Requests
  - 180 Planned Maintenance Requests
  - 122 Equipment Records
  - 47 Resources and Locations
  - 47 Users and Contacts
- Information continues to be input and updated.
- Once fully populated with all equipment, the barcoding phase will begin.
- This is an ongoing project.
Tab 17
The vendor submitted a final invoice for $4000 for the wood ceiling portion of the contract and that invoice was submitted for payment. The vendor was also informed that the Board withdrew authorization to use Mirabay in any advertising.
Tab 18
TO: Board of Supervisors ("Board")
    Harbor Bay Community Development District ("District")

FROM: Harbor Bay Club Director

DATE: December 19, 2019

RE: Pond Fountain Replacements

The contract for the pond fountain replacements is with District Counsel. Upon execution of the contract, expect the fountains to be replaced in December.
Tab 19
<table>
<thead>
<tr>
<th>Project Title: Harbor Bay Facilities Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested From: Harbor Bay CDD</td>
</tr>
<tr>
<td>Project Start Date: 9-20-2019</td>
</tr>
<tr>
<td>Current Status: Cardno has received comments from District Counsel and are researching amenities capacity to be included in the report</td>
</tr>
<tr>
<td>Next Mile Stone: Board Approval at January Meeting</td>
</tr>
<tr>
<td>Projected completion Date: 12-10-2019</td>
</tr>
</tbody>
</table>
Tab 20
<table>
<thead>
<tr>
<th>Project Title: Pool Mooring Post Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested From: Harbor Bay CDD</td>
</tr>
<tr>
<td>Project Start Date: 10/5/2019</td>
</tr>
<tr>
<td>Current Status: Construction is complete. Waiting on Certification from EOR and As-Built Drawings</td>
</tr>
<tr>
<td>Next Mile Stone: Project Closeout</td>
</tr>
<tr>
<td>Projected completion Date: 12/09/2019</td>
</tr>
</tbody>
</table>

Cardno has received the as-built drawings and engineers certification. Project is complete.
Tab 21
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

CARDNO PROJECT MANAGER UPDATE

<table>
<thead>
<tr>
<th>Project Title: Traffic Certification/Hillsborough County Sherriff’s agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested From: Harbor Bay CDD</td>
</tr>
<tr>
<td>Project Start Date: 9-20-2019</td>
</tr>
<tr>
<td>Current Status: The contractor agreement has been updated. The invoice for the deposit has been submitted. The materials have been ordered. Work will be completed 12-20-2019. Final inspection scheduled 1-8-2020</td>
</tr>
<tr>
<td>Next Mile Stone: Final Inspection and Certification</td>
</tr>
<tr>
<td>Projected completion Date: January 2020</td>
</tr>
</tbody>
</table>

Once the work is completed by the contractor, Cardno will review and provide certification to enter into the agreement with Hillsborough County Sherriff’s department.
Tab 22
Project Title: Navigation Lights and Signage

Requested From: Harbor Bay CDD

Project Start Date: November 2019

Current Status: Hecker Construction will finalize the inventory and provide report for the January Board Meeting

Next Mile Stone: Board to review report and authorize repairs per the report.

Projected completion Date: If repairs are approved at the January 16th board meeting the estimated completion date is March 20, 2020.

Cardno is working with Hecker Construction who has been authorized to prepare an inventory and report indicating required repairs.
Tab 23
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CARDNO PROJECT MANAGER UPDATE

<table>
<thead>
<tr>
<th>Project Title: Harbor Bay Speed Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested From: Harbor Bay CDD</td>
</tr>
<tr>
<td>Project Start Date: 10-17-2019</td>
</tr>
<tr>
<td>Current Status: Cardno has reviewed the current speed limits within the District and based on the attached Florida Statutes, 316.189. The speed limit can be modified to 20 or 25 miles per hour.</td>
</tr>
<tr>
<td>Next Mile Stone: Review at Board Meeting</td>
</tr>
<tr>
<td>Projected completion Date: N/A</td>
</tr>
</tbody>
</table>

Posted Speed Limit for Private Developments

- The following pertains to CDD roads only. County roads require County approval.
- County does not intervene with private developments
- Follow Florida Statutes, 316.189 (see attachment)
- Cardno recommends having a consistent speed limit and would recommend 25 MPH.
- Law enforcement requires certification through sign inventory report signed by PE. Cardno is currently working on this.
The 2019 Florida Statutes

Title XXIII
MOTOR VEHICLES

Chapter 316
STATE UNIFORM TRAFFIC CONTROL

316.189 Establishment of municipal and county speed zones.—

(1) MUNICIPAL SPEED.—The maximum speed within any municipality is 30 miles per hour. With respect to residence districts, a municipality may set a maximum speed limit of 20 or 25 miles per hour on local streets and highways after an investigation determines that such a limit is reasonable. It shall not be necessary to conduct a separate investigation for each residence district. A municipality may set speed zones altering the speed limit, both as to maximum, not to exceed 60 miles per hour, and minimum, after investigation determines such a change is reasonable and in conformity to criteria promulgated by the Department of Transportation, except that no changes shall be made on state highways or connecting links or extensions thereof, which shall be changed only by the Department of Transportation.

(2) SPEED ON COUNTY ROADS.—The maximum speed on any county-maintained road is:

(a) In any business or residence district, 30 miles per hour in the daytime or nighttime; provided that with respect to residence districts a county may set a maximum speed limit of 25 miles per hour after an investigation determines that such a limit is reasonable; and it shall not be necessary to conduct a separate investigation in each residence district.

(b) On any other part of a county road not a business or residence district, as set forth in s. 316.183. However, the board of county commissioners may set speed zones altering such speeds, both as to maximum and minimum, after investigation determines such a change is reasonable and in conformity to criteria promulgated by the Department of Transportation, except that no such speed zone shall permit a speed of more than 60 miles per hour.

(3) POSTING OF SPEED LIMITS.—All speed zones shall be posted with clearly legible signs. No change in speeds from 30 miles per hour or from those established in s. 316.183 shall take effect until the zone is posted by the authority changing the speed pursuant to this section and s. 316.187. All signs which limit or establish speed limits, maximum and minimum, shall be so placed and so painted as to be plainly visible and legible in daylight or in darkness when illuminated by headlights.

(4) PENALTY.—Violation of the speed limits established under this section must be cited as a moving violation, punishable as provided in chapter 318.

History.—s. 1, ch. 71-135; ss. 1, 19, ch. 76-31; s. 2, ch. 76-218; s. 1, ch. 88-47; s. 22, ch. 90-227; s. 48, ch. 96-323; s. 22, ch. 96-350.

Note.—Former s. 316.182.
Tab 24
### Project Title: Harbor Bay Round a Bout Paver Project

<table>
<thead>
<tr>
<th>Requested From: Harbor Bay CDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Start Date: 9-20-2019</td>
</tr>
<tr>
<td>Current Status: Cardno is working on the project plan and specifications.</td>
</tr>
<tr>
<td>Next Mile Stone: Obtain proposals based on plans and specifications.</td>
</tr>
<tr>
<td>Projected completion Date: April 2020</td>
</tr>
</tbody>
</table>

Cardno is currently working on plans and specifications to be able to obtain proposals from contractors. Plans and specification are due January 10, 2020. Bids are scheduled to be received February 6, 2019 and construction is projected to start February 24th and finish March 23, 2020.
TAB 25
# HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

## CARDNO PROJECT MANAGER UPDATE

<table>
<thead>
<tr>
<th>Project Title: Drainage Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested From: Harbor Bay CDD</td>
</tr>
<tr>
<td>Project Start Date: 10-12-2019</td>
</tr>
<tr>
<td>Current Status: Cardno has been working with Club Director to obtain proposals.</td>
</tr>
<tr>
<td>Next Mile Stone: Fishersound and Manns Harbor Culvert Cleaning proposals to be presented at February meeting.</td>
</tr>
<tr>
<td>Projected completion February 2020</td>
</tr>
</tbody>
</table>

1. Fishersound Drainage – Working with Club Director to obtaining proposals to remove silt and debris from the stormwater system.
2. Mirabay Blvd Drainage – Working with Club Director to obtaining proposals to remove silt and debris from the stormwater system.
3. 308 Manns Harbor Erosion – Per onsite meeting with resident, they are planning on putting gutters on the house in the near future and what will resolve the current runoff issue. Cardno has requested a proposal to install soil reinforcing matt to resolve the erosion issue until gutters are installed on the house.
Tab 26
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CARDNO PROJECT MANAGER UPDATE

<table>
<thead>
<tr>
<th>Project Title: Entry Gates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested From: Harbor Bay CDD</td>
</tr>
<tr>
<td>Project Start Date: 10-17-2019</td>
</tr>
<tr>
<td>Current Status: Cardno has reviewed the existing and proposed guard gates and below is our summary</td>
</tr>
<tr>
<td>Next Mile Stone: Review at Board Meeting</td>
</tr>
<tr>
<td>Projected completion Date: N/A</td>
</tr>
</tbody>
</table>

Guardhouse Relocations for Private Developments

- County does not intervene with private developments as long as relocation is within confines of private R/W. Permitted would be required through Hillsborough County to relocate gates.
- If public R/W is impacted, meet with County Development Services.
- Based on the Hillsborough County Property Appraiser website the Front portion of Mirabay Blvd. and Golf & Sea Boulevard are public roads (https://gis.hcpafl.org/gissearch/). Gate relocations on Golf and Sea Boulevard would be difficult to utilize due to these roads are used for access to developments to the north.
Tab 27
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, November 21, 2019 at 6:00 PM at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Paul Curley  
Board Supervisor, Chairman
Steve Lockom  
Board Supervisor, Vice Chairman
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
Sarah Sandy  
District Counsel; Hopping Green & Sams
Ashley Adkins  
Club Manager
Miguel Rodriguez  
Club Director
Holly Faldevta  
WTS
Rick Hagberg  
Cardno
Roy Deary  
Vesta
Patricia Thibault  
DPFG
Juan Nova  
Capital Land Management
Gary Hawkins  
Capital Land Management

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

A resident asked various questions about playground mulch, Dockers capacity, future planning for events and childcare concerns.

A resident asked a question about gates.
A resident asked a question about soil issues and parking.

A resident asked questions about parking issues.

Mr. Curley responded to several of the comments made.

**THIRD ORDER OF BUSINESS**

There was no discussion on this item.

**FOURTH ORDER OF BUSINESS**

There was no discussion on this item.

**FIFTH ORDER OF BUSINESS**

The Board discussed possibly changing the Chairman/Vice Chairman positions moving forward.

On a Motion by Mr. Maurer, seconded by Mr. Lockom, with all in favor, the Board of Supervisors named Dan Leventry as Chairman, for the Harbor Bay Community Development District.

The Board discussed naming Steve Lockom as Vice Chairman and the remaining supervisors as Assistant Secretaries. Ms. Sandy reviewed the following DPFG representatives to be appointed as of December 17, 2019: Patricia Thibault as Treasurer and Secretary; Maik Aagard as Assistant Treasurer; and Jackie Leger as Assistant Secretary.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors adopted Resolution 2020-01, which appoints and removes Officers of the District, for the Harbor Bay Community Development District.

**SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2020-02, Designating Dissemination Agent

On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors adopted Resolution 2020-02, for the Harbor Bay Community Development District.

**SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2020-03, Appointing Registered Agent
On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors adopted Resolution 2020-03, for the Harbor Bay Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2020-04, Designating Primary Administration Offices

Ms. Sandy reviewed the details of this Resolution with the Board.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors adopted Resolution 2020-04, for the Harbor Bay Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2020-05, Designating Public Depository Authorizing Officers to Execute

This item was tabled at this time.

TENTH ORDER OF BUSINESS

Update on Transition of District Manager, Property Management and Amenity Management Responsibilities

Ms. Sandy discussed employment practices liability insurance coverage requirements that have been updated in the DPFG management contract.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved the revised insurance requirements in the management contract with DPFG, for the Harbor Bay Community Development District.

Mr. Deary discussed issues with the point-of-sale system at the café.

On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved funding not-to-exceed $2,500.00 to transition of POS system from WTS to Harbor Bay CDD, with a licensing agreement not-to-exceed 180 days, for the Harbor Bay Community Development District.

ELEVENTH ORDER OF BUSINESS

Vesta Transition Fee Request

The Board reviewed a transition fee request from Vesta. The Board is not in favor of approving this request. Ms. Thibault discussed issues with the balance forward in the current budget and would like to amend the budget. There will be a fee from DPFG to address this issue.
On a Motion by Mr. Lockom, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved the DPFG fee to address the prior budget issues at a not-to-exceed amount of $3,000.00, for the Harbor Bay Community Development District.

TWELFTH ORDER OF BUSINESS

Resident Communication Email

Mr. Curley reviewed this document with the Board and a discussion ensued. Mr. Deary will be providing additional resident communication going forward.

THIRTEENTH ORDER OF BUSINESS

Transition Issues Email

The Board reviewed this document and a discussion ensued.

FOURTEENTH ORDER OF BUSINESS

Supervisor Roles and Responsibility

The Board reviewed this document and a discussion ensued. No action taken.

FIFTEENTH ORDER OF BUSINESS

Workshop Focus and Coverage

The next workshops are currently scheduled for January 9, 2020 and April 9, 2020. Mr. Curley would like the focus for January 9, 2020 to be on events and activities. Mr. Leventry also suggested the transition be discussed at this workshop.

SIXTEENTH ORDER OF BUSINESS

Field Inspection Report

Mr. Hawkins reviewed the responses on the field inspection report with the Board. Capital Land Management representatives entertained various questions from the Board.

SEVENTEENTH ORDER OF BUSINESS

Landscape Proposals

Mr. Roethke presented several landscape proposals to the Board for consideration. A discussion ensued regarding the mulch installation.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the proposal from Capital Land Management for December 2019, March 2020, and June 2020 annual rotations at $8,000.00 each, with authority to District staff to select flowers and planting time, 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 proposal from Capital Land Management for plant and turf replacements at a cost of $2,350.00, for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved the proposal from Capital Land Management for pine tree removal at a cost of $800.00, for the Harbor Bay Community Development District.
On a Motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved the proposal from American Mulch for gold environmental mulch replacement at a cost of $33,250.00, subject to the scope of services including the same specifications for distributing mulch as the District’s CLM contract, for the Harbor Bay Community Development District.

On a Motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board of Supervisors ratified the proposal from Crosspoint for playground mulch at a cost of $12,684.00, for the Harbor Bay Community Development District.

EIGHTEENTH ORDER OF BUSINESS

Irrigation Report

The Board reviewed a report with irrigation issues presented by Capital Land Management. A discussion ensued.

On a Motion by Mr. Leventry, seconded by Mr. Maurer, with all in favor, the Board of Supervisors approved a not-to-exceed of $12,025.00 for irrigation repairs, for the Harbor Bay Community Development District.

NINETEENTH ORDER OF BUSINESS

Palm Replacement

On a Motion by Mr. Lockom, seconded by Mr. Wick, with four in favor and Mr. Curley opposed, the Board of Supervisors approved the proposal for palm replacement at a cost of $1,950.00, for the Harbor Bay Community Development District.

(Mr. Nova and Mr. Hawkins left at 7:54 p.m.)

TWENTIETH ORDER OF BUSINESS

Master Seawall Project – Update on Progress and Timeline

Ms. Sandy provided an update on payment and performance Bond issues that are currently being addressed. The Bonds should be issued in mid-December.

On a Motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board of Supervisors authorized Vice-Chairman Lockom to approve and execute an addendum to the District’s contract with FSG to add a guarantor with the limitation such addendum shall not substantively affect the District’s rights under such contract, all subject to District Counsel review and approval, for the Harbor Bay Community Development District.

TWENTY-FIRST ORDER OF BUSINESS

Bay Breeze Soil Conditions – Soil Issue Summary

Mr. Hagberg reviewed a Bay Breeze Soil Issue Report with the Board. Mr. Curley would like District Staff to continue to work with Park Square on this issue. Mr. Lockom believes this issue is resolved and there is no need for any additional follow-up. A discussion ensued. Board directed staff to take no further action on the Bay Breeze soil issue at this time and to continue processing the parcels presented by Park Square for acquisition.
(Mr. Hagberg left at 8:12 p.m.)

TWENTY-SECOND ORDER OF BUSINESS  Capital Projects – Pool Bathrooms

Mr. Rodriguez will start transitioning this item to Vesta.

(Mr. Davis joined via-phone at 8:14 p.m.)

TWENTY-THIRD ORDER OF BUSINESS  Refurbishment of Cul-de-sacs and Islands

A discussion ensued regarding rules, regulations, and enforcement for parking in cul-de-sacs. A memo from Cardno regarding repairs of these cul-de-sacs was reviewed. Mr. Woodcock will move forward with repairs as per previous Board approvals.

TWENTY-FOURTH ORDER OF BUSINESS  Drainage Issues

Mr. Woodcock reviewed a report of drainage issues with the Board.

TWENTY-FIFTH ORDER OF BUSINESS  Upland Claims

The Board reviewed two upland claims.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved the settlement amount of $17,000.00 for the upland claim at 528 Islebay Drive, for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board of Supervisors approved the settlement amount of $21,900.00 for the upland claim at 507 Islebay Drive, for the Harbor Bay Community Development District.

The Board reviewed details of the outstanding Kelly claim. Mr. Curley suggested that upland Counsel re-affirm the District’s settlement offer. No further action is required at this time. Mr. Curley recommended that the District Manager reach out to the residents regarding outstanding claims and make sure they are aware of the management change and any documents they are still required to provide.

(Mr. Davis left at 8:29 p.m.)

TWENTY-SIXTH ORDER OF BUSINESS  Seawall Easement Guidelines

Mr. Curley recommended mailing these guidelines to all canal lot owners. A discussion ensued. District Staff will send this via snail mail to all canal lot owners.

TWENTY-SEVENTH ORDER OF BUSINESS  Authorization for Staff to Work with HOA on Transfer of Boating and Waterway Responsibilities

This item was tabled.
TWENTY-EIGHTH ORDER OF BUSINESS  Cardno-Managed Project Tracker

No comments were provided.

TWENTY-NINTH ORDER OF BUSINESS  Rizzetta-Managed Project Tracker

No comments were provided.

THIRTIETH ORDER OF BUSINESS  Software Management System

Mr. Curley asked questions on the usage of this system. A discussion ensued.

THIRTY-FIRST ORDER OF BUSINESS  Painting of Buildings

A discussion ensued regarding the final issue of finishing the wood ceilings. The Board agreed to pay the outstanding bill but withdrew its prior authorization for Pinnacle to use images of the community. Staff will bring proposals from a new vendor to the next meeting.

THIRTY-SECOND ORDER OF BUSINESS  Pool Landscape Installation

Mr. Woodcock entertained various questions from the Board on this item.

THIRTY-THIRD ORDER OF BUSINESS  Street Signs

A discussion ensued regarding the details of these proposals. Mr. Lockom noted that he is unhappy with the amount of time it took to complete this project.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the proposal for street signage at a cost of $5,838.00, for the Harbor Bay Community Development District.

THIRTY-FOURTH ORDER OF BUSINESS  Pavement Restoration

The Board discussed this update from Cardno regarding pavement restoration. Mr. Woodcock will provide any necessary updates at a future meeting.

THIRTY-FIFTH ORDER OF BUSINESS  ADA Website Compliance and Thumb Drive

Mr. Curley asked for an update on the thumb drives.

THIRTY-SIXTH ORDER OF BUSINESS  AIG Litigation Fee Recovery

On a Motion by Mr. Wick, seconded by Mr. Leventry, with all in favor, the Board of Supervisors authorized Paul Curley to attend any associated mediations and negotiate on behalf of the District, as limited under Florida statute, for the Harbor Bay Community Development District.
THIRTY-SEVENTH ORDER OF BUSINESS  
Public Hearing on Rules of Procedure Update

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors opened the public hearing, for the Harbor Bay Community Development District.

There were no comments from the audience.

On a Motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board of Supervisors closed the public hearing, for the Harbor Bay Community Development District.

THIRTY-EIGHTH ORDER OF BUSINESS  
Consideration of Resolution 2020-06, Rules of Procedure Update

On a Motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board of Supervisors adopted Resolution 2020-06 for the Harbor Bay Community Development District.

THIRTY-NINTH ORDER OF BUSINESS  
Parking and Towing Policy

Any questions should be brought to District Counsel, and this will be discussed further at the next meeting. A discussion did ensue on several items in the current document. The Board declined to re-set the public hearing on the parking and towing rules at this time.

FOURTIETH ORDER OF BUSINESS  
Consent Agenda Items

A. Consideration of Minutes of the Board of Supervisors’ Regular Meeting held on October 17, 2019
B. Consideration of Minutes of the Board of Supervisors’ Continued Meeting held on November 7, 2019
C. Consideration of Operation & Maintenance Expenditures for October 2019
D. Consideration of Operations & Maintenance Expenditures for October 2019– Reserve Fund
E. Consideration of Operations & Maintenance Expenditures for October 2019– MiraBay Amenity Center
F. Consideration of Operations & Maintenance Expenditures for October 2019– Evergreen Fund
G. Consideration of Master Project Requisitions #MP #176 - #178
H. Consideration of Supplemental Project Requisition (if any)
I. Presentation of Monthly Staff Report: MiraBay Club Manager
J. Presentation of Monthly Staff Report: Club Director
K. Dock and Boat Lift Approvals (if any)

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved the entire consent agenda, subject to receipt of confirmation from Capital Land Management that irrigation repairs were not duplicated, for the Harbor Bay Community Development District.
FOURTY-FIRST ORDER OF BUSINESS                  Staff Reports

A.   District Counsel

No report provided.

B.   District Engineer

No report provided.

C.   District Manager

Mr. Roethke informed the Board that the next regular meeting would be Thursday, December 19th, 2019 at 6:00 p.m.

FOURTY-SECOND ORDER OF BUSINESS                Supervisor Requests

Mr. Maurer proposed that the Board fund an employee appreciation event for outgoing staff at a cost of $850.00

On a Motion by Mr. Levenry, seconded by Mr. Curley, with all in favor, the Board approved Mr. Lockom as the liaison to work on setting up an employee appreciation event with a budget of $850.00, for the Harbor Bay Community Development District.

Mr. Curley discussed issues with open house signage.

Mr. Lockom thanked outgoing staff for their services in the District.

FOURTY-THIRD ORDER OF BUSINESS               Audience Comments

A resident mentioned a Seacrest event on December 15, 2019.

A resident discussed management responsibilities going forward.

FOURTY-FOURTH ORDER OF BUSINESS                Security – Closed Session

Closed Security Session started at 9:39 p.m. The Board held a closed security session. Closed session ended at 9:49 p.m.

FOURTY-FIFTH ORDER OF BUSINESS                Adjournment

On a Motion by Mr. Curley, seconded by Mr. Wick, with all in favor, the Board adjourned the meeting at 9:50 p.m., for the Harbor Bay Community Development District.
Tab 33
# OCTOBER FINANCIALS

## KEY STATISTICS
### OCTOBER 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>
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</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$37,209</td>
<td>$38,443</td>
<td>$(1,234)</td>
<td>$37,209</td>
<td>$38,443</td>
<td>$(1,234)</td>
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<tr>
<td>Total Cost of Goods</td>
<td>$10,639</td>
<td>$7,083</td>
<td>$(3,555)</td>
<td>$10,639</td>
<td>$7,083</td>
<td>$(3,555)</td>
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<tr>
<td>Total Payroll &amp; Related</td>
<td>$41,471</td>
<td>$53,191</td>
<td>$11,722</td>
<td>$41,471</td>
<td>$53,191</td>
<td>$11,722</td>
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<tr>
<td>Total Administrative / Operating Expense</td>
<td>$19,085</td>
<td>$14,457</td>
<td>$(4,625)</td>
<td>$19,085</td>
<td>$14,457</td>
<td>$(4,625)</td>
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<tr>
<td>Excess of Revenues Over</td>
<td>$(33,986)</td>
<td>$(36,288)</td>
<td>$2,302</td>
<td>$(33,986)</td>
<td>$(36,288)</td>
<td>$2,302</td>
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</table>

## OCTOBER GALLEY CAFÉ FINANCIALS

<table>
<thead>
<tr>
<th></th>
<th>Month Actual</th>
<th>Month Budget</th>
<th>Month Variance</th>
<th>Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Sales</td>
<td>6,035</td>
<td>7,212</td>
<td>(1,177)</td>
<td>Food Sales</td>
</tr>
<tr>
<td>Beverage Sales (Non-Alcoholic)</td>
<td>714</td>
<td>769</td>
<td>(55)</td>
<td>Beverage Sales (Non-Alcoholic)</td>
</tr>
<tr>
<td>Beverage Sales (Alcoholic)</td>
<td>5,723</td>
<td>5,857</td>
<td>(134)</td>
<td>Beverage Sales (Alcoholic)</td>
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<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>5,389</td>
<td>4,544</td>
<td>(845)</td>
<td></td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>749</td>
<td>292</td>
<td>(457)</td>
<td></td>
</tr>
<tr>
<td>Beverage (Alcoholic)</td>
<td>4,501</td>
<td>2,225</td>
<td>(2,276)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>1,833</td>
</tr>
</tbody>
</table>
FACILITY USAGE
(Also includes Admiral Pointe)

NOVEMBER 2019

- Fitness Center: 37%
- Resort Pool: 20%
- Lagoon Room: 14%
- Outfitters: 9%
- Dockers, Playground & Volley Court: 7%
- Lounge, Café & Promenade: 5%
- Pickleball: 5%
- Basketball: 20%
- Tennis: 0%
- Admiral Pointe: 0%
NOVEMBER PRELIMINARY BEVERAGE

% of Beverage Sales

- Bar Rental Servies: 25%
- Liquor: 23%
- Wine: 17%
- Happy Hour Wine: 11%
- Smoothies: 4%
- Draft: 2%
- Bottle Beer: 5%
- Happy Hour Draft: 5%
- Non Alcoholc: 7%

Top Sellers

- Non Alcoholc: $279.25
- Happy Hour Wine: $408.00
- Wine: $657.00
- Liquor: $857.25
- Bar Rental Servies: $960.50
% of Food Sales

Salad/Sandwich/Wrap: 52%
Kids: 11%
Flatbread: 11%
Ice Cream: 7%
Appetizers/_snacks: 5%
Quesadilla: 5%
French Fries/Tater Tots: 4%
Pizza: 3%
Build A Burger: 2%

Top Sellers

- Quesadilla: $211.27
- Appetizers/ Snacks: $242.50
- Ice Cream: $327.50
- Flatbread: $505.19
- Kids: $514.24
- Salad/Sandwich/Wrap: $2,380.12

Monthly Summary Report
## PROGRAMS & EVENTS – NOVEMBER RECAP

<table>
<thead>
<tr>
<th>PROGRAMS &amp; EVENTS</th>
<th>REGISTRATION #’S 2018</th>
<th>REGISTRATION #’S 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>After School</td>
<td>100</td>
<td>121</td>
</tr>
<tr>
<td>Fitness Buddies</td>
<td>44</td>
<td>64</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>50</td>
<td>42</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>20</td>
<td>33</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>Rummage Sale</td>
<td>20</td>
<td>31</td>
</tr>
<tr>
<td>Life Enrichment Series</td>
<td>N/A</td>
<td>30</td>
</tr>
<tr>
<td>Drink This Make That</td>
<td>N/A</td>
<td>5</td>
</tr>
<tr>
<td>Trivia Night</td>
<td>N/A</td>
<td>45</td>
</tr>
<tr>
<td>MiraBay Market</td>
<td>50 Vendors</td>
<td>60 Vendors</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>45</td>
<td>30</td>
</tr>
<tr>
<td>Build-a-burger</td>
<td>30</td>
<td>18</td>
</tr>
<tr>
<td>Paddle Board Races</td>
<td>N/A</td>
<td>45</td>
</tr>
<tr>
<td>Character Breakfast</td>
<td>N/A</td>
<td>30</td>
</tr>
<tr>
<td>Parents Night Out</td>
<td>13</td>
<td>5</td>
</tr>
</tbody>
</table>
NOVEMBER PROGRAM HIGHLIGHT:
Character Breakfast

Families gathered in the Lagoon Room to have a special brunch with Spiderman and Belle! Kids dressed up in their favorite princess and superhero costumes and got to dance, take pictures and get autographs!
## UPComing Programs & Events For December

<table>
<thead>
<tr>
<th>Event</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>
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<tr>
<td>*1-6pm Mondays</td>
<td></td>
<td></td>
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<tr>
<td>Music Lessons</td>
<td>Every Monday &amp; Tuesday</td>
<td>Afternoons</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>Every Tuesday</td>
<td>5pm</td>
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<tr>
<td>Friday Night Poker</td>
<td>Every Friday</td>
<td>6-9pm</td>
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<tr>
<td>First Friday</td>
<td>December 6th</td>
<td>5:30-8:30pm</td>
</tr>
<tr>
<td>Santa Brunch</td>
<td>December 7th</td>
<td>8am-12pm</td>
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<tr>
<td>Holiday Music Recital</td>
<td>December 8th</td>
<td>3:00pm</td>
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<tr>
<td>Birthday Happy Hour</td>
<td>December 13th</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Lighted Boat Parade and Winter Wonderland</td>
<td>December 14th</td>
<td>4:30-8:30pm</td>
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<tr>
<td>Blood Drive</td>
<td>December 14th</td>
<td>10:00am</td>
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<tr>
<td>MiraBay Market</td>
<td>December 15th</td>
<td>11am-3pm</td>
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<tr>
<td>Life Enrichment Series</td>
<td>December 18th</td>
<td>6:00pm</td>
</tr>
<tr>
<td>Parents Night Out</td>
<td>December 20th</td>
<td>6-10pm</td>
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<tr>
<td>Build-a-Burger</td>
<td>December 20th</td>
<td>5-8pm</td>
</tr>
<tr>
<td>Holiday Hangout Camp</td>
<td>December 23, 24, 26, 27, 30 &amp; 31</td>
<td>9am-6pm</td>
</tr>
</tbody>
</table>
Tab 34
TO: Board of Supervisors (“Board”)  
Harbor Bay Community Development District (“District”)

FROM: Harbor Bay CDD Club Director

DATE: December 19, 2019

RE: November 2019 Club Director Report

Administrative & Operational Points of Interest:

- Wolf Creek Park Shades – Cardno continues to work on the setback issue to prepare the site plan and submit it to the Building Department. Once permits are obtained from the County, completion of work will take 30 days. TARGET DATE 1/31/19.
- WCP continues concrete sidewalk repair. They are currently working on MiraBay Blvd. The TARGET DATE for completion is 1/31/20.
- The pool slide leaking issue is still being reviewed by Cardno. TARGET DATE 1/2/20.
- The FMX software is operational. Information continues to be inputted and updated into FMX. Vesta is being trained on the software and barcoding inventory will begin soon.
- The landscape transition continues. The December rotation of annuals was installed on December 10, 2019.

Vendors we are working with for improvements:

- Capital Land Management for landscaping – ongoing
- WCP for concrete sidewalk repairs – TARGET DATE 1/31/20.
- Poseidon for pool - ongoing
- Envera for gates and cameras - ongoing
- Yardmasters for tree removals - ongoing
- Premier Technologies for IT - ongoing
- HCSO for trespassing, other issues and updates - ongoing
- My Flooring Guys for flooring improvements – on hold
- Gulf Coast Air & ABC Mechanical for A/C issues - ongoing
- Vertex/Solitude for fountain - ongoing

Basketball/Tennis Courts/Parks: Vandalism calls - 0
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

Gates:
- 11 total gate strikes for the month. Of those, 6 have the ability to be collected. The others will not receive invoices.
  - 4 were malfunctions
  - 7 were Residents / Guests
- Total strike invoicing since 9/1/2018: $3,550. Pending collection - $2,775

Vessels:
- 2018 - 5 remaining
- 2019 - 14 remaining

Voids: 7 in the month of November

Maintenance Completed:
- Repaired pool slide pump
- Changed community timers
- Cleaned up palm fronds
- Assisted with birthday party
- Worked with lift rental company
- Repaired clubhouse door
- Turned on irrigation
- Repaired boat lift ladder
- Replaced café bathroom door lock
- Repaired men’s gym restroom toilet
- Fill 2 voids at 528 Islebay
- Met with Bill Payne – WCP x6
- Met with CLM for landscaping
- Cleaned gate scanners x4
• Reattached windscreen at basketball court
• Changed timer for basketball lights
• Repaired water in café fridge
• Relocated Christmas items
• Completed boat lift orientation
• Repaired N resident gate
• Bait big trap x4
• Installed Christmas decorations x 20
• Repaired café door lock
• Replaced cleat at boat lift
• Met with American Gas
• Met with Brandon Lock
• Cleaned up tree trim debris
• Replaced lights in back area
• Repaired gate at court
• Cleaned up Admiral Pointe pool x4
• Cleaned up garbage at boat lift
• Cleaned up clubhouse playground
• Met with Yardmaster for playground dirt
• Killed bees at poolside
• Repaired Admiral Pointe gate
• Repaired Lagoon room door
• Removed bees from playground
• Repaired N entrance gate
• Work on tennis court ball room lock
• Repaired pickle ball net
• Met with Main Gate Bay Breeze gate
• Met with John Cable roofing
• Removed 1 large pig
• Replaced MiraBay flags on MiraBay
• Met with Gulf Coast for ac maintenance
• Oiled swings at playground
• Met with Yard Masters for stump removal
• Unclogged café drain
• Unclogged toilet at tennis court
• Roped off stump holes
• Blew off grounds
• Replaced fire extinguisher box at boat lift
• Repaired N resident gate
• Met with geothermal pool company
• Met with Vesta
• Cleaned out geothermal box #1
• Replaced bike rack
• Cleaned up after water leak
• Repaired men’s room sauna
• Filled 3 voids at 444 Islebay
• Moved furniture around for wedding
• Replaced lock at tennis court
• Repaired playground water leak
• Filled 2 voids at 430 Islebay
• Repaired gym door
Tab 35
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"): [x] Dock OR [x] Boat Lift OR [ ] Other (Specify here:__________________________), at the following location:

601 PINCKNEY DRIVE, APOLLO BEACH, FL 33572

Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.
B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
D. Recorded Dock Easement.

The CDD'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.
Exhibit 1

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s)  MRKN HOLDING LLC
Lot Street Address  LOT 21, 601 PINKNEY DR
City, State and Zip Code  APOLLO BEACH, FL 33572
Phone Number  941-809-1085
Lot Tax Folio Number  051638-0290

For Lifts being installed, please identify:
Contractor Name and License Number  Hecker Construction Co., Inc.
Contractor Phone Number  813-236-9306
(Attach Certificate of Insurance from Contractor)

Expected Start Date:  
Expected Completion Date:  

This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

Owner Signature:  
Co-Owner Signature:  
Date:  9/25/2019
Date:  

Date:  
Received by:  
Harbor Bay Community Development District

For Office Use Only

APPROVED  ___  DISAPPROVED  ___
Explanation for Disapproval (if applicable):


PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
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: Michael Vera, MM of MRKN Holding LLC Date: 9/25/2019

Address: 601 Pinckney Dr

City / State / Zip: Apollo Beach, FL 33572

Phone Number: 941-809-1085

Contractor Signature: [Signature]

Contractor Name: Hecker Construction Co Date: 9/25/2019

Address: 12619 US Hwy 41 S

City / State / Zip: Gibsonton, FL

Phone Number: 813-236-9306

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

[CONTINUED ON NEXT PAGE]
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: Approved 12-6-2019

[ ] 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 __________________________________________
REQUEST FOR IMPROVEMENT
APPLICATION CHECK LIST

1) Brief description of work to be performed
   a) Lift
   b) Dock
   c) Dock Accessory
   d) Other

2) Full description of work to be performed including equipment to be installed
   a) Size
   b) Manufacturer

3) All applications must include all items required; A, B, C, & D as listed on Application

4) No work may begin prior to express written approval of the District.

5) All applications must signed by both Homeowner and Contractor and must include
   a) Street address
   b) Telephone number

6) All contractors must provide names of all persons and/or subcontractors and provide complete and
   up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and
   Longshoreman's maritime coverage for all workers and equipment either direct or subcontractors.

7) Drawings:
   a) All drawings must be complete.
   b) All measurements of pilings are to be shown center to center and dimensionally accurate.
   c) All drawings must show correct orientation.

8) All contracts requiring purchase of additional easement width must be completed prior to application
   being submitted. The CDD is NOT responsible for the Homeowner's failure to secure necessary
   real property rights.

9) Any application with incomplete information will be rejected.

10) Any work started with express written approval regardless of circumstances will be a violation of the
    CDD's rules and policies and any such unapproved structure will be subject to removable at owner's
    expense, together with any other rights and remedies available at law.
IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

All lots that are shown on the MiraBay Master Dock Plan (a copy of which is available for review from the District Manager) with a dock will be eligible for a dock, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

Harbor Bay CDD District Manager
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

The submittal to the District Manager is required to contain the following information:

a. Application must list business entity of contractor and be signed by contractor

b. Complete specifications for the mechanical lift

c. Spacing of the outer lift piling showing the required wrapping of the piling

d. Water and power layout

e. Provide a contractor's name and attach a copy of current license and Insurance Certificate. The Insurance Certificate must name the contractor as the Insured and must include Worker's Compensation which includes USL & H Marine coverage covering labor to be utilized. The Insurance Certificate needs to name as "Certificate Holder" the Harbor Bay Community Development District, and its Supervisors, staff, officers, and employees, and the certificate holder must be a named "additional insured" with respect to general liability insurance. The name of contractor on application must match insured.

f. A list of laborers to be utilized must be submitted along with a statement from contractor saying "I hereby certify as owner that any and all labor utilized for work at __________ (dock owner's address) will be employees of ____ (the entity covered by the Insurance Certificate) __" and contractor must sign the statement.

Submit your form to the Rizzetta & Company, Inc. address listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

*THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE*
MECHANICAL BOAT LIFT

The Mechanical Boat Lift System shall meet the following criteria and is subject to CDD approval:

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8" Stainless Steel Cables And Hardware
- Weather Proof Motors
- All Welded Construction
- Grooved Aluminum Winders
- Fully Covered Bunks
- 6061 – T6 Marine Grade Aluminum
- All White Motor Covers
- Black Carpeted Bunk Boards
- Wedge Lock Cable Securing System
- Polyethylene Cable Keepers

Note: All pilings must be vinyl wrapped.
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 25 day of Sept., 2019, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes; and

MRK N HOLDING LLC and 601 PINELANDS DR.
(together, "Owner"), the fee simple owners of the "Property" identified as: Apollo Beach, FL

Lot 21, Block 19, as per the plat ("Plat") identified as ____________, and recorded in Plat Book 105, Pages 12 et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community’s master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. License for Installation & Maintenance of Lift; Limitation. Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of
installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

   a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.

   b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.

   c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD’s rights in the Easements, and does not damage any property of CDD or any third party’s property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD’s option, shall either direct Owner to repair the damage at Owner’s expense, or shall conduct such repairs at Owner’s expense.

   d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and setback requirements.

   e. Owner shall keep CDD’s Easements free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner’s exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

   f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. (“Association”) and any other necessary legal interests and approvals.

   g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD’s existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD’s use. Owner will exercise the privilege granted herein at Owner’s own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner’s expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Attorney’s Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:
By: ____________________________
   Brian Hecker
Print Name
By: ____________________________
   Scott Kane
Print Name

Owner
By: ____________________________
   Michael Vera

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25 day of Sept., 2019, by Michael Vera. (He/She [ ] is personally known to me or [ ] produced driver license as identification.

Laura ___ Fortner
NOTARY PUBLIC

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

By: ________________________________
    Brian Heckler
    Print Name

By: ________________________________
    Scott Kane
    Print Name

Owner

By: Michael Vera

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25th day of September 2019, by Michael Vera, (He/She [ ] is personally known to me or [ ] produced Driver License [ ] as identification.

[Signature]
NOTARY PUBLIC
LAURA FORTNER
Commission # GO 203904
Expires May 19, 2022

[Signatures continue on following page]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Hilb Group of Florida, LLC
1345 S Missouri Ave
Clearwater FL 33755-6533

CONTACT NAME: Danielle Aviles
PHONE: 813-636-4000
FAX: 813-281-1086
EMAIL: daviles@hilbgrouop.com

INSURED
Hecker Construction Company, Inc.
P.O. Box 989
Rusk FL 33575

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: American Alternative Insurance Corporation
19720
INSURER B: Owners Insurance Co.
32700
INSURER C: American Interstate Insurance Company
31885
INSURER D: State National Insurance Company, Inc.
12831

REVISED NUMBER:

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: Additional Remarks Schedule, may be attached if more space is required.

WORKERS COMPENSATION INSURANCE POLICY INCLUDES UNITED STATES LONGSHORE & HARBOR WORKERS COMPENSATION ACT COVERAGE. P&I COVERAGE INCLUDES CREW MEMBERS FOR JONES ACT.

FULL CERTIFICATE HOLDER LIST:
Harbor Bay CDD
Cardno, Inc.
Park Square Enterprises, LLC

See Attached...

CERTIFICATE HOLDER

HARBOUR BAY COMMUNITY DEVELOPMENT DISTRICT
C/O RIZZETTA & COMPANY
12750 CITRUS PARK LANE, STE 115
TAMPA FL 33625

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAME INSURED</th>
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<td>The Hilb Group of Florida, LLC</td>
<td>Hooker Construction Company, Inc.</td>
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<td>P.O. Box 989</td>
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<td>Ruskin FL 33575</td>
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**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD Form, Certificate of Liability Insurance (Form Number: 25). 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 for the renter's and liability with respect to worker's compensation, commercial general liability and automobile liability.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Do not alter this document in any form.

Always verify licenses online at MyFloridaLicense.com

LICENSE NUMBER: CGC1529380
EXPIRATION DATE: AUGUST 31, 2020
BUSINESS TAX RECEIPT

2018-2019

09/17/2018
80.00
Paid

ADDRESS
Mailing: Ruskin, FL 33777-6999
Po Box 999

NAME
Hecker Construction Co Inc

Gibsonton, FL 33934
12191 North Us Hwy 41
Hecker Construction Co Inc

RENEWAL
97569
ACCOUNT NO.

EXPRESSES SEPTEMBER 30, 2019
2018 - 2019
HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
EXHIBIT “A” - Form of Dock Easement

Consideration: $3,500.00  
Documentary Stamps Paid: $35.00

Prepared by and when  
Recorded return to:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
Gary M. Kaleita, Esq.  
215 N. Eola Drive  
Orlando, FL 32801  
Phone: (407) 843-4600

DECLARATION OF DOCK EASEMENT, COVENANTS  
AND RESTRICTIONS FOR  
LOT 21 BLOCK 19 OF MIRABAY PHASE 2A-3,  
PER PLAT BOOK 105, PAGES 12 THROUGH 19, 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 October 2019, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company (“Park Square”) to and in favor of the Owner (as that term is defined below) of Lot 21, Block 19, MiraBay Phase 2A-3, according to the plat thereof (the “Plat”) recorded in Plat Book 105, Pages 12 through 19, inclusive, of the Public Records of Hillsborough County, Florida (“Benefitted Lot”).

RECITALS

A. The term “Owner” shall mean and refer to the fee simple record owner of the Benefitted Lot. The term “Dock Structure” shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT “C-3” shown and described on the Plat (the “Tract”).

C. The Tract contains a canal (the canal sometimes being referred to herein as the “Waterbody”), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

ARTICLE I  
EASEMENT FOR DOCK STRUCTURE

For $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the “Dock Easement”) to own, maintain, repair and replace, at Owner’s sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock
Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the “Dock Easement Area”). The Dock Easement includes the right, and the Owner of the Benefitted is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a “Notice of Dock Easement Area”) describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

ARTICLE II
EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a “dock easement area” serving an adjoining Lot, and the “dock structure” constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a “dock structure” or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

ARTICLE III
APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of; any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the “CDD”) in accordance with the Mirabay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the “Dock Rules”). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD’s approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

ARTICLE IV
COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in Mirabay, the maximum length of watercraft
that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner’s sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner’s sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner’s interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate’s officers, directors, agents and employees (all of the foregoing collectively, the “Indemnified Parties”), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner’s obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner’s, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner’s, its guests’ or invitees’ non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

ARTICLE V
MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article 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 benefiting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered in the presence of:

[Signature]

Print Name: Michael Vera

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company

By: __________________________
Scott Johnston, Vice President
5200 Vinelands Road, Suite 200
Orlando, Florida 32811

Print Name: ____________________

STATE OF FLORIDA
COUNTY OF ______________________

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on October __________, 2019, by Scott Johnston, Vice President of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, on behalf of said company, who /___/ is personally known to me or /___/ produced ______________________ as identification.

______________________________
Notary Public
Print Name: ______________________
My Commission Expires:________________________

(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):

OWNER:

Michael Vera
MRKN Holding, LLC (Michael Vera)

Address: 2402 E 3rd Avenue
Tampa, Florida 33605

Print Name:  

Print Name:  

STATE OF
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on
October 2nd, 2019, by Michael Vera, manager of MRKN Holding, LLC, a Florida limited liability
company, who /\ are personally known to me or /\ produced
\ as identification.

Colleen Pandich
Notary Public
Print Name: Colleen Pandich
My Commission Expires:

(AFFIX NOTARY SEAL)