HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Revised Meeting Package
Time Stamped: 04/16/20 4:00 PM

Regular Meeting

Thursday
April 16, 2020
6:00 p.m.

Location:
Zoom
Conference Call
Audio Only

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.
Board of Supervisors
Harbor Bay Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Harbor Bay Community Development District is scheduled for Thursday, April 16, 2020 at 6:00 p.m. via Zoom conference call, Audio Only.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Comings-Thibault
Patricia Comings-Thibault
District Manager

Cc: Attorney
Engineer
District Records
Harbor Bay Community Development District

Board of Supervisors Meeting

Thursday, April 16th at 6:00 PM

via Zoom – AUDIO ONLY

Dear Residents

We welcome you to join us for the Board of Supervisors Meeting to be held on Thursday, April 16th at 6:00 PM. This meeting will be held via Zoom, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home. While many may know and have used Zoom as a video conference platform, we will be using it in audio only mode, so there will be no visual on your end to visually see, so as a note, your computer is working fine if you do not see a video stream. With Zoom you have two options for joining the meeting; telephone or computer, and it will all be audio based, meaning no video recording. Please follow the instructions below for either telephone or computer attendance. If you have any questions in regard to the agenda, please email them to patricia.thibault@dpfg.com before the meeting so that they can be answered accordingly. Thank you for your patience in these trying times and we look forward to hearing from you.

**Join Zoom Meeting by Computer**
https://zoom.us/j/235168013?pwd=a1hJRTVvQ0RiRXhXUm5iRFZCL0lqQT09

**Meeting ID:** 235 168 013

**Password:** 914051

**Join Zoom Meeting by Phone**
Dial by your location – Follow the Prompts – Meeting ID – 235 168 013 – Hit # when it requests a participant ID

+1 253 215 8782 US
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
District: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, April 16, 2020
Time: 6:00 PM
Location: Zoom, Conference Call – Audio Only

Dial-in Number: To be Distributed

Agenda

I. Call to Order/Roll Call

II. Pledge of Allegiance

III. Audience Comments on Agenda Items

IV. Presentation of Audience Comment Follow-Up Sheet

V. Business Items
   A. Seawall Update
      ➢ Primary Contract – Status Update
      ➢ Emergency Contract – Status Update
      ➢ Consideration of Concrete Cap at Former Test Site Location Proposal
      ➢ Boat Relocation Memo
   B. Landscape Update – Doug Ivester
   C. Upland Claims
      ➢ Upland Counsel Status Update – Matt Davis
   D. Major Project Updates
      ➢ Cardno Project Tracker
      ➢ Reserve Study Road Repair Project
      ➢ Park Square
         • Updated April Memo
         • March Memo
   E. Presentation of Background for Vesta Contract Addendum & Presentation of the VESTA Contract
      ➢ Vesta Contract Addendum

Exhibit 1
Exhibit 2
Exhibit 3
Exhibit 4
Exhibit 5
Exhibit 6
Exhibit 7
Exhibit 8
Exhibit 9
Exhibit 10
Exhibit 11
Exhibit 12
V. Business Items (continued)

F. Presentation of Parking and Towing Policy

G. Consideration & Adoption of Resolution 2020-10, Adopting Internal Controls Policy

H. Vesta Update – Amenity Reopening, Reemployment Assistance, Potential Food Carry Out & Deliver

VI. Staff Reports

A. District Counsel

   ➢ Status of Traffic Control Jurisdiction Agreement with Hillsborough County

B. District Engineer

C. District Manager

   ➢ Discussion of Changes in District Accounting Practices

   ➢ Responses to Supervisor Request for More Information from February Consent Agenda

   ➢ Confirmation of Workshop Date and Subject

D. General Manager & Field Operations Manager

   ➢ MiraBay Manager’s Report

   ➢ Amended & Restated Amenities Rule Handbook

   ➢ Field Operations Report

   ➢ Field Operations Grade Sheet

   ➢ Consideration of Pool Bathroom Renovation Proposals

      • Advantage Restoration & Contracting - $28,627.09

      • WCP Construction - $31,979.00

      • Peter Bowen Construction - $26,358.00

Exhibit 13

Exhibit 14

Exhibit 15

Exhibit 16

Exhibit 17

Exhibit 18

Exhibit 19

Exhibit 20

Exhibit 21

Exhibit 22

Exhibit 23

Exhibit 24
VII. Consent Agenda Items / Business Administration

A. Consideration of Minutes of the Board of Supervisors Town Hall Meeting Held on January 9, 2020
   Exhibit 25

B. Consideration of Minutes of the Board of Supervisors Meeting Held on February 20, 2020
   Exhibit 26

C. Consideration of Operations & Maintenance Expenditures Check Register for February 2020
   Exhibit 27

D. Consideration of Operations & Maintenance Expenditures Check Register for March 2020
   Exhibit 28

E. Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – Reserve Fund
   Exhibit 29

F. Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – Reserve Fund
   Exhibit 30

G. Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – MiraBay Amenity Center
   Exhibit 31

H. Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – MiraBay Amenity Center
   Exhibit 32

I. Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – Evergreen Fund
   Exhibit 33

J. Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – Evergreen Fund
   Exhibit 34

K. Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – Seawall Fund
   Exhibit 35

L. Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – Seawall Fund
   Exhibit 36

M. Dock and Boat Lift Approvals
   ➢ 502 Islebay Drive, Apollo Beach, FL 33572
   Exhibit 37

N. Ratification of the Third Amendment to License Agreement between the District and Park Square, date March 23, 2020, for Seawall Staging Lots
   Exhibit 38

O. Ratification of Master Seawall Project Design Build Change Order No. 1 & No. 2
   Exhibit 39

P. Ratification of Construction Requisition No. 1 – No. 5
   Exhibit 40
VII. Consent Agenda Items / Business Administration (continued)

Q. Ratification of Burby Upland Claims Inspection Invoice #1686 – $28,214.36  
Exhibit 41

R. Ratification of Campus Suite ADA Website Services Agreement  
Exhibit 42
  ➢ Campus Suite Invoice of Additional Service Costs

S. Ratification of ACPLM Change Order for Additional Asphalt for Isle Bay Repair Proposal - $1,000.00  
Exhibit 43

T. Ratification of Rep Services In Playground Ladder Replacement Proposal - $1,158.79  
Exhibit 44

U. Ratification of Agreement Between the Harbor Bay Community Development District and Solitude Lake Management for Fountain Installation Services  
Exhibit 45

V. Ratification of Purchase Requests – General Manager  
Exhibit 46
  ➢ Palm Removal - $750.00
  ➢ Irrigation Relief Valve - $1,100.00
  ➢ Backfill Excavation - $166.66
  ➢ Irrigation Repairs - $1,858.00

VIII. Supervisor Requests

A. Discussion of Legal Bill Expenditures  
Exhibit 47
  ➢ Legal Fees
  ➢ Process for Initiating New Legal Work  
(Counsel Status Update Will be Provided)
Exhibit 48

B. Discussion of Pickleball Construction  
Exhibit 49

C. Discussion of Conveyance Standards  
Exhibit 50

D. Discussion of District Website  
Exhibit 51

E. Discussion of Scam Alert Per Supervisor’s Request  
Exhibit 52

F. Discussion of AIG Update  
Exhibit 53

G. Wolf Branch Creek Hog Update  
Exhibit 54

IX. Audience Comments

A. 621 Manns Harbor DR – Will residents be reimbursed CDD fees for not being able to us the facilities?  
Exhibit 55

X. Adjournment
<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 &quot;sink hole&quot; fund to repair/replace capital assets</td>
<td>Reserve study completed in 2014 and being updated in 2017. A reserve fund has</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td></td>
<td>already been established</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/19/17</td>
<td>A local seawall firm is interested in RFP but hasn't been contacted</td>
<td>Cardno to contact</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>Rip Rap can encourage algae bloom or red tide</td>
<td>In evaluating bids versus the &quot;Evaluation Criteria&quot; included in the RFP, the</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Board will consider this and other relevant issues.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/16/17</td>
<td>Concerns regarding palm tree diseases</td>
<td>LTK has been treating palms for diseases on a regular basis</td>
<td>NO</td>
<td>11/17/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Seawall weep hole maintenance</td>
<td>Engineer provided maintenance plan and will train on site staff</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Issues with pond maintenance</td>
<td>Cardno reviewing</td>
<td>NO</td>
<td>12/20/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Boat stickers</td>
<td>These are required per the Save the Manatee Agreement</td>
<td>NO</td>
<td>11/20/17</td>
</tr>
<tr>
<td>12/14/17</td>
<td>Request to look at additional vendors for community security</td>
<td>Staff is looking for other vendors and proposals will be presented at the next</td>
<td>NO</td>
<td>12/14/17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>meeting</td>
<td></td>
<td></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 café open during CDD meetings</td>
<td>WTS is not staffed during these hours</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about maintenance on pilings in canal restrictors</td>
<td>CDD will be budgeting for maintenance</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about boat size restrictions</td>
<td>Staff is responding to resident on limits</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about enterprise fund subsidizing</td>
<td>Board will be reviewing during budget process</td>
<td>NO</td>
<td>4/19/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about mangrove trimming</td>
<td>District Engineer is reviewing</td>
<td>NO</td>
<td>1/17/19</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Issues with Seacrest irrigation and landscape pest control</td>
<td>Steve reviewing with landscaper</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Question about home sizes to be built on developer lots</td>
<td>MARC guidelines are in place</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for better guard house upkeep</td>
<td>Staff will increase maintenance</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on use of consultants</td>
<td>Board will continue using consultants when needed</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on landscape issues</td>
<td>Board will prioritize landscaping renovations as funds are available</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on speed bumps/radar cameras</td>
<td>Board will be researching pros/cons</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for additional pickleball courts</td>
<td>This will be considered if/when amenities are expanded</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>MEETING DATE</td>
<td>COMMENT(S)</td>
<td>ACTION/RESPONSE</td>
<td>FOLLOW-UP REQUIRED</td>
<td>COMPLETION DATE</td>
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</tr>
<tr>
<td>8/16/18</td>
<td>Questions regarding community security</td>
<td>The Board passed a motion to move forward with roving security</td>
<td>NO</td>
<td>8/16/18</td>
</tr>
<tr>
<td>10/18/18</td>
<td>Questions regarding vessel registration fees</td>
<td>Chairman working on meeting with the Save the Manatee group to discuss the agreement</td>
<td>NO</td>
<td>2/21/19</td>
</tr>
<tr>
<td>3/21/19</td>
<td>Question about boat ramp surface issues</td>
<td>Currently being addressed by Club Director and District</td>
<td>NO</td>
<td>3/21/19</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Request for Boat Show</td>
<td>If WTS decides to sponsor such an activity, they will work with District Counsel and others to implement</td>
<td>NO</td>
<td>5/16/19</td>
</tr>
<tr>
<td>2/21/19</td>
<td>Questions about pickleball courts</td>
<td>The Board will be reviewing pricing at a future meeting. Steve following up with Park Square on future development.</td>
<td>NO</td>
<td>10/17/2019</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 nails near construction sites in CDD roads</td>
<td>Club Director is working with builders and looking to add a magnetic strip to CDD truck</td>
<td>NO</td>
<td>7/18/19</td>
</tr>
<tr>
<td>7/18/19</td>
<td>Request to extend pool hours at Admiral Pointe</td>
<td>District Engineer will get a proposal to have someone review lighting requirements. The Board did not take any action on this item.</td>
<td>NO</td>
<td>8/15/19</td>
</tr>
<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>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>10/17/2019</td>
</tr>
<tr>
<td>12/19/19</td>
<td>Capital Projects - want pickleball courts</td>
<td>The Board is aware of the desire and is working with district counsel to work with Park Square (restated 1/16/2020)</td>
<td>NO</td>
<td>1/16/2020</td>
</tr>
<tr>
<td>12/19/19</td>
<td>Concerns regarding using herbicide near palm trees and additional service orders with landscape company</td>
<td>Doug will check with landscape company</td>
<td>NO</td>
<td>1/14/2020</td>
</tr>
<tr>
<td>12/19/19</td>
<td>Concerns with parking at Anchor Cove</td>
<td>The Board is aware of the situation and seeking potential answers</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>12/19/19</td>
<td>Concerns with dirt going into the canal from yard</td>
<td>Doug will check; Greg will follow up with Doug</td>
<td>NO</td>
<td>1/15/2020</td>
</tr>
<tr>
<td>1/16/20</td>
<td>Capital Projects - want pickleball courts</td>
<td>The Board is aware of the desire and is working with district counsel to work with Park Square</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>1/16/20</td>
<td>Communication - request agenda email for Board meeting; request second reminder day before town hall; request meeting summary</td>
<td>Vesta and DPFG will address each request</td>
<td>NO</td>
<td>1/16/2020</td>
</tr>
<tr>
<td>1/16/20</td>
<td>Concerns w/ stairs carpet cleaning and exterior landscaping at clubhouse</td>
<td>Doug and Margaret will address</td>
<td>NO</td>
<td>1/16/2020</td>
</tr>
<tr>
<td>MEETING DATE</td>
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<td>-----------------</td>
</tr>
<tr>
<td>1/16/20</td>
<td>Request for more audible speech from meeting participants</td>
<td>Board and staff spoke up</td>
<td>NO</td>
<td>1/16/20</td>
</tr>
<tr>
<td>1/16/20</td>
<td>Request for more use of signs at the entrance</td>
<td>Margaret will address</td>
<td>NO</td>
<td>1/16/20</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Request for Board to move along with the Sea wall construction contract</td>
<td>The Board is addressing and following the legal requirements for the contract</td>
<td>NO</td>
<td>1/30/20</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Request for engineers to inspect sea wall</td>
<td>District Engineer and Doug will address</td>
<td>YES</td>
<td>3/10/20</td>
</tr>
<tr>
<td>1/30/20</td>
<td>Request for status of storm drains at Latitude Place &amp; Smmerside Ct</td>
<td>District Engineer will contact contractor</td>
<td>YES</td>
<td>3/10/20</td>
</tr>
<tr>
<td>2/20/20</td>
<td>Concern in deterioration in landscape maintenance over last 5 months</td>
<td>The Board and staff are aware and addressing</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>2/20/20</td>
<td>Concern with palm trimming - specifically robellini</td>
<td>The Board and staff are aware of the situation</td>
<td>NO</td>
<td>2/20/20</td>
</tr>
<tr>
<td>2/20/20</td>
<td>Concern with landscape maintenance, especially weed control</td>
<td>The Board and staff are aware and addressing</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>2/20/20</td>
<td>Encroachment on CDD sea wall easement</td>
<td>The Board and staff are aware and addressing</td>
<td>YES</td>
<td>4/7/20</td>
</tr>
<tr>
<td>2/20/20</td>
<td>Concern over pool coverage and safety</td>
<td>The Board and staff are aware and addressing</td>
<td>NO</td>
<td>2/20/20</td>
</tr>
</tbody>
</table>
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisors

From: Mike Collazo
Sarah Sandy

Date: April 9, 2020


ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)

The following is a summary of the events that have occurred under the Seawall Contract since the last Board meeting:

2/20/2020 Design-Build Contract was assigned from Florida Structural Group Inc. to ETE.

2/24/2020 Payment and performance bonds (“P/P Bonds”) for the full contract amount ($17,262,465.88) were issued.

2/27/2020 ETE recorded the P/P Bonds and the Notice of Commencement for the project; certified copies of both were provided to the District the following day.

3/2/2020 Notice to Proceed with the work as permitted under Section 8.13 of the Seawall Contract by the District Engineer to ETE.

3/4/2020 Payment for the P/P Bonds ($244,531) made by Trustee out of the Series 2019A-1 Acquisition and Construction Subaccount. See Requisition No. 1 on the consent agenda.

3/6/2020 District executed a purchase order agreement with CMI in the amount of $1,028,786.50 to directly purchase 6,048 pieces of sheet pile and 75 corner pieces for the project, as well as a corresponding change order to remove such material out of the Seawall Contract. Delivery has occurred in installments beginning on March 20, 2020.

3/9/2020 Notice regarding upcoming seawall work sent to all canal lot owners by DPFG.

3/23/2020 District and Park Square entered into a Third Amendment to our existing License Agreement permitting ETE to stage materials. Park Square no longer owns the former staging lot, but has made several lots within Section III available to ETE. See Third Amendment to License Agreement in the consent agenda.
District staff distributes additional Seawall Repairs Advisory to residents. This document provided additional background on upcoming seawall construction, notified canal residents of the need to find temporary storage for their vessels during construction, and the purpose of the utilities connection application and associated license agreement.

ETE begins work along the stretch of seawall between 528 Islebay Drive and 544 Islebay Drive. Work thus far consists of mangrove trimming and tieback installations, with sheet pile installation anticipated to begin sometime next week.

ETE has submitted final engineering designs (with one exception that will be remedied soon), a final schedule, and a final quality control plan, all of which have been reviewed and approved by the District Engineer. ETE has also submitted proof of insurance coverages.

**EXPECTED COMPLETION DATE:**

The Substantial Completion date is Monday, October 3, 2021. The Final Completion Date is Monday, October 17, 2021. It appears ETE is on track to meet both of these deadlines.

**BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC):**

The original contract price was $17,449,213.00, but there have been two deductive change orders. Change Order No. 1 backed out the emergency repair work (see Emergency Seawall Repairs Contract update) reduced the original contract price by $186,747.12 to $17,262,465.88. Change Order No. 2 was for the direct purchase of sheet pile, further reducing the contract price by $1,028,786.50 to $16,233,679.38.

District staff is recommending that the Board execute a third change order moving $35,453.88 in work (for seawall repair work at 609 Pinckney Drive and 611 Pinckney Drive) from the Emergency Seawall Repairs contract back to the primary contract. District staff is recommending the change because of the current condition of 611 Pinckney Drive and associated health and safety risks to the contractor. If approved this would increase the contract price by $35,453.88 to $16,269,133.26, so that this same amount can be deducted from the Emergency Repairs contract (see Emergency Seawall Repairs Contract update).

**DECISIONS TO BE MADE:**

1. Ratification of the Third Amendment to License Agreement between the District and Park Square, in substantially the same form as previously agreed to, for use of Section III staging lots identified by Park Square – **RATIFIED WITH THE APPROVAL OF THE CONSENT AGENDA, UNLESS PULLED FOR FURTHER DISCUSSION.**

2. Ratification of Change Order No. 1 for Emergency Seawall Repairs – **RATIFIED WITH THE APPROVAL OF THE CONSENT AGENDA, UNLESS PULLED FOR FURTHER DISCUSSION.**

3. Ratification of Change Order No. 2 for the Direct Purchase of Sheet Pile – **RATIFIED WITH THE APPROVAL OF THE CONSENT AGENDA, UNLESS PULLED FOR FURTHER DISCUSSION.**
4. Motion to approve Change Order No. 3 to the Primary Contract and a corresponding Change Order No. 1 to the Emergency Repair Contract, adding back $35,453.88 in work for 609 Pinckney Drive and 611 Pinckney Drive to the primary contract, so that the same amount can be deducted from the Emergency Seawall Repairs contract.

ATTACHMENTS:

Attachment A: Change Order No. 3 to the Primary Contract and a corresponding Change Order No. 1 to the Emergency Repair Contract

Attachment B: HBCDD Seawall Design-Build Estimated Milestone Chart (updated 4/8/2020) – for informational purposes only.
Attachment A: Change Order No. 3 to the Primary Contract and a corresponding Change Order No. 1 to the Emergency Repair Contract
Date of Issuance: April ___, 2020    Effective Date: April ___, 2020
Owner: Harbor Bay CDD    Owner's Contract No.:
Contractor Design-Builder: Earth Tech Enterprises, Inc.    Contractor's Design-Builder’s Project No.:
Engineer Owner’s Consultant: Cardno Limited    Engineer’s Owner’s Consultant’s Project No.:
Project: Master Seawall Project    Contract Name: Design-Build Sections I, II, III

The Contract is modified as follows upon execution of this Change Order:
Description: This change order adds the value ($35,453.88) associated with Work that originally formed part of the 2020 Emergency Seawall Repairs contract, specifically seawall repair work at 609 Pinckney Drive and 611 Pinckney Drive, but by mutual agreement of the parties will now form part of the Design-Build Sections I, II, III scope of work. For the avoidance of doubt, said work at 609 Pinckney Drive and 611 Pinckney Drive will be performed in accordance with Design-Builder’s engineering designs and form part of the Design-Build Sections I, II, III contract in all respects. Attachments:

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE</th>
<th>CHANGE IN CONTRACT TIMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$17,449,213.00</td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>Ready for Final Payment:</td>
</tr>
<tr>
<td>[Increase] [Decrease]</td>
<td>days or dates</td>
</tr>
<tr>
<td>from previously approved</td>
<td></td>
</tr>
<tr>
<td>Change Orders No. 1 to</td>
<td></td>
</tr>
<tr>
<td>No. 2</td>
<td></td>
</tr>
<tr>
<td>$1,215,533.62</td>
<td></td>
</tr>
</tbody>
</table>

Contract Price prior to this Change Order:

$16,233,679.38

[Increase] [Decrease] of this Change Order:

$35,453.88

Contract Price incorporating this Change Order:

$16,269,133.26

<table>
<thead>
<tr>
<th>RECOMMENDED:</th>
<th>ACCEPTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Engineer Owner’s Consultant (if required)</td>
<td>Owner (Authorized Signature)</td>
</tr>
<tr>
<td>Title: District Engineer</td>
<td>Chairman, Harbor Bay CDD</td>
</tr>
<tr>
<td>Date: April ___, 2020</td>
<td>April ___, 2020</td>
</tr>
</tbody>
</table>

Approved by Funding Agency (if applicable)

By: ___________________________ Date: ___________________________
Title: ___________________________
The Contract is modified as follows upon execution of this Change Order:

**Description:** This change order deducts the value ($35,453.88) associated with Work that has not been completed at 609 Pinckney Drive and 611 Pinckney Drive and, by mutual agreement of the parties, confirms that all Work under the 2020 Emergency Seawall Repairs contract is now complete.

**Attachments:** None

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES  
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Contract Price:</strong></td>
<td><strong>[note changes in Milestones if applicable]</strong></td>
</tr>
</tbody>
</table>
| $186,747.12 | Original Contract Times:
| | Substantial Completion: ________________
| | Ready for Final Payment: ________________ days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. __ to No. __: |
| $________________________ | [Increase] [Decrease] from previously approved Change Orders No. __ to No. __:
| | Substantial Completion: ________________
| | Ready for Final Payment: ________________ days |
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order:
| $186,747.12 | Substantial Completion: ________________
| | Ready for Final Payment: ________________ days or dates |
| [Increase] [Decrease] of this Change Order: | [Increase] [Decrease] of this Change Order:
| $35,453.88 | Substantial Completion: ________________
| | Ready for Final Payment: ________________ days or dates |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders:
| $151,293.24 | Substantial Completion: ______________________
| | Ready for Final Payment: ______________________ days or dates |

**RECOMMENDED:**
By: ____________________________
Engineer (if required)
Title: ____________________________
Date: ____________________________

**ACCEPTED:**
By: ____________________________
Owner (Authorized Signature)
Title: ____________________________
Date: ____________________________

**ACCEPTED:**
By: ____________________________
Contractor (Authorized Signature)
Title: ____________________________
Date: ____________________________

Approved by Funding Agency (if applicable)
By: ____________________________
Title: ____________________________
Date: ____________________________
Attachement B: HBCDD Seawall Design-Build Estimated Milestone Chart (updated 4/8/2020) – for informational purposes only.
<table>
<thead>
<tr>
<th>Estimated Dates</th>
<th>Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thurs., Jul. 11, 2019</td>
<td>District and Florida Structural Group (FSG) execute contract</td>
</tr>
<tr>
<td>Thurs., Jul. 18, 2019</td>
<td>District passes Resolution 2019-08 (Delegated Award Resolution)</td>
</tr>
<tr>
<td>Aug. 30, 2019</td>
<td>District closes on revenue bonds</td>
</tr>
<tr>
<td>Fri., Feb. 7, 2020</td>
<td>FSG and Earth Tech Enterprises, Inc. (Earth Tech) execute joint venture agreement</td>
</tr>
<tr>
<td>Fri., Feb. 14, 2020</td>
<td>Earth Tech’s CPA prepares and forwards Earth Tech’s year end financials to surety for home office review and approval</td>
</tr>
<tr>
<td>Thurs., Feb. 20, 2020</td>
<td>Surety completes home office review and approval of payment and performance bonds; Harbor Bay CDD approves and consents to assignment from FSG to Earth Tech</td>
</tr>
<tr>
<td>Tues., Feb. 25, 2020</td>
<td>Earth Tech obtains payment and performance bonds</td>
</tr>
<tr>
<td>Fri., Feb. 28, 2020</td>
<td>Earth Tech records notice of commencement with payment and performance bonds and provides certified copies of same to the District</td>
</tr>
<tr>
<td>Mon., March 2, 2020</td>
<td>District issues Notice to Proceed</td>
</tr>
<tr>
<td>Fri., March 6, 2020</td>
<td>District enters into a purchase order agreement with CMI to directly purchase 6,048 pieces of sheet pile and 75 corner pieces, with an anticipated delivery date of March 20, 2020</td>
</tr>
<tr>
<td>Date</td>
<td>Event Description</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Tues., March 10, 2020 | Per Contract, Earth Tech submits a schedule of design and construction activities to the District. Per Contract, Earth Tech also submits all of the following to District Engineer for approval:  
  - Final design plans  
  - Final design calculations  
  - Final construction quality control plan  
  - Unit pricing schedule |
| Fri., March 20, 2020  | Earth Tech provides the District updated Certificates of Insurance for itself and its subcontractors no later than this date, which confirms that Earth Tech has satisfied insurance requirements.  
  Initial batch of CMI sheet pile is delivered to site no later than this date (Earth Tech anticipates several incremental deliveries).  
  Earth Tech mobilizes equipment and material and begins construction on or soon after this date |
| Mon., April 6, 2020   | ETE begins work along the stretch of seawall between 528 Islebay Drive and 544 Islebay Drive                                                                                                                     |
| Thurs., Dec. 17, 2020 | Earth Tech completes approximately half of seawall project                                                                                                                                                      |
| Mon., October 3, 2021 | Earth Tech meets substantial completion date for seawall project (19 months after District issues Notice to Proceed) and submits a statement of compliance signed and sealed by the Design-Build Engineer |
| Mon., October 17, 2021| Earth Tech meets final completion date for seawall project                                                                                                                                                     |
| October 2021          | All of the following occur prior to final payment:  
  - Earth Tech to provide the District with as-built plans signed and sealed by the Design-Build Engineer  
  - Earth Tech to provide recommended inspection/maintenance plan  
  - Earth Tech to identify all warranty requirements |
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisors
From: Mike Collazo
Date: April 8, 2020

ISSUE: Status of the Emergency Repairs Contract with Earth Tech Enterprises, Inc. (“ETE”)

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)

The Emergency Repairs Contract was executed on February 6, 2020. Sheet pile was delivered February 21, 2020, and construction began the following week. Based upon weekly construction updates from the District Engineer, there have been no issues identified during construction. Please refer to the District Engineer’s weekly construction updates for details.

EXPECTED COMPLETION DATE:

The Substantial Completion date was Monday, April 6, 2020. The Final Completion Date is Tuesday, April 21, 2020. ETE has met the Substantial Completion date and is on track to meet the Final Completion Date, with the exception of $35,453.88 in work at 609 Pinckney Drive and 611 Pinckney Drive, which District staff is recommending be moved from this contract to the Design-Build Contract because of the current condition of 611 Pinckney Drive and associated health and safety risks to the contractor.

BUDGET IMPACT-AMOUNT( RECURRING/RESERVE/ETC):

The contract price is $186,747.12. This amount was originally deducted from the Design-Build contract to expedite construction of the emergency repairs (see the first deductive change order to the Design-Build contract previously ratified by the Board).

District staff is recommending that the Board execute a change order moving $35,453.88 in work for 609 Pinckney Drive and 611 Pinckney Drive from this contract to the Design-Build contract. If approved this would reduce the contract price by $35,453.88 to $151,293.24, so that this same amount can be added to the Design-Build contract (see Design-Build contract update).

DECISION TO BE MADE:

Motion to approve a change order deducting $35,453.88 in work (for seawall repair work at 609 Pinckney Drive and 611 Pinckney Drive) from this contract, so that it can be added to the Design-Build contract.

ATTACHMENTS:

None.
Harbor Bay
Community Development District

Agenda Request

To: CDD Board Members

From: Cardno

Date: 4/9/2020

**ISSUE:**
To approve Earth Tech to construct a new cap only at the previous seawall test sites.

**ANALYSIS/INFORMATION:** *(LOCATION – IF APPLICABLE)*
The construction of a new cap would be an addition to the current scope of work by Earth Tech. The new cap would be constructed to match the cap on the new adjacent seawall repairs, make the top of seawall look consistent, and provide a level walking surface on top of the cap. New sheet pile would not be installed with the new cap at these locations.

**EXPECTED COMPLETION DATE:**
To be completed in conjunction with the Master Seawall Project

**BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC):**
The budget impact would vary depending of the limits of the repair approved. See below for detailed costs.

**DECISION TO BE MADE:**
To approve or decline an amendment to the Master Seawall Contract for the additional scope of work necessary to constructed a new cap at the following locations at a unit price of $265.00 per linear foot.

<table>
<thead>
<tr>
<th>Location</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5701 Tybee Island Dr</td>
<td>77 LF</td>
<td>$265.00</td>
<td>$20,405.00</td>
</tr>
<tr>
<td>716 Pinckney Dr</td>
<td>107 LF</td>
<td>$265.00</td>
<td>$28,355.00</td>
</tr>
<tr>
<td>718 Pinckney Dr</td>
<td>163 LF</td>
<td>$265.00</td>
<td>$43,195.00</td>
</tr>
<tr>
<td>5607 Seagrass Pl</td>
<td>49 LF</td>
<td>$265.00</td>
<td>$12,985.00</td>
</tr>
</tbody>
</table>

The grand total if all work is approved: $104,940.00

**ATTACHMENTS:**
Earth Tech Proposal
Submitted To: Harbor Bay Community Development District  
Project Name: Harbor Bay Community Development District  
Design-Build of Master Seawall Project  
Sections I, II, and III  
Job Description: Form and Pour Seawall Cap -Only

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Measure</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construct seawall cap per details over existing seawall cap</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5701 Tybee Island Drive</td>
<td>77</td>
<td>LF</td>
<td>$265.00</td>
<td>$20,405.00</td>
</tr>
<tr>
<td>716-718 Pinckney Drive</td>
<td>270</td>
<td>LF</td>
<td>$265.00</td>
<td>$71,550.00</td>
</tr>
<tr>
<td>5607 Seagrass Place</td>
<td>49</td>
<td>LF</td>
<td>$265.00</td>
<td>$12,985.00</td>
</tr>
</tbody>
</table>

Work to be completed in conjunction with this project

Excludes Installation of panels  
Anchors  
Behind the wall "french" drainage  
Docks, connection or utilities  
Sod, irrigation or landscape
Harbor Bay
Community Development District

Agenda Request

To: CDD Board Members

From: Cardno

Date: 4/9/2020

ISSUE:
Some residents are finding it difficult to relocate their boat for the seawall repairs.

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)
Not all residents have trailers for their boats and local marinas are either closed or in high demand.

EXPECTED COMPLETION DATE:
N/A

BUDGET IMPACT-AMOUNT( RECURRING/RESERVE/ETC):
None

DECISION TO BE MADE:
To help residents with boat relocations, we suggest the following.

Direct District Staff to work with residents on a case-by-case basis to allow a boat to remain on a trailer temporarily at a district lot as approved by Staff (such as the lot by the boat ramp) during the seawall repairs.

ATTACHMENTS:
None
LANDSCAPING REPORTS/UPDATES:
- Our Visual Grading Sheet is included with our report, for your review.
- March application of slow release granular turf fertilization, including pre-emergent has been completed.
- At this time, we have seen a significant improvement in the reduction of weeds throughout turf areas.
- The bed and planting fertilization is in progress.
- CLM completed an aggressive pruning of the Crotons at the main entrance to get them back to their desired tier two height, not three.
- Annual flower rotation has been completed and we are pleased with the results.
- Within the past few weeks we have experienced several age related issues with irrigation systems which is affecting the health of a number of turf and planting areas. As a result of CLM continued inspection of our irrigation have to address and two well posted.

<table>
<thead>
<tr>
<th>Project:</th>
<th>Start Date:</th>
<th>Projected Completion Date:</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MiraBay Bridge Enhancement</td>
<td>1st quarter 2020</td>
<td>2nd quarter 2020</td>
<td>Project is completed.</td>
</tr>
<tr>
<td>South Gate Entrance Island</td>
<td>1st quarter 2020</td>
<td>2nd quarter 2020</td>
<td>Project is completed.</td>
</tr>
</tbody>
</table>

Should you have any comments or questions feel free to contact me directly.
<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 - 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>Lawrence</td>
<td>625 Ballbay Rd.</td>
<td>$20,950.00</td>
<td>Priority C</td>
<td>9/3/19 - resident sent intake form, but no insurance 9/3/19 - resident sent insurance 10/10/19 - engineer inspection report completed 02/20/20 - Board approved settlement offer 03/09/20 - Settlement agreement sent to resident</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/10/2020</td>
</tr>
<tr>
<td>Cassano</td>
<td>711 Islebay Dr.</td>
<td>$22,806.00</td>
<td>Priority C</td>
<td>8/27/19 - resident sent intake form, but no insurance 9/3/19 - resident sent incomplete insurance 9/10/19 - resident sent insurance 10/10/19 - engineer inspection report completed 02/20/20 - Board approved settlement offer 03/09/20 - Settlement agreement sent to resident 03/31/20 - Settlement agreement fully executed, check request</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/8 or 9/2020</td>
</tr>
<tr>
<td>Katz</td>
<td>529 Islebay Dr.</td>
<td>$24,830.00</td>
<td>Priority A</td>
<td>9/9/19 - resident sent intake form but no insurance 9/10/19 - resident sent insurance 10/10/19 - engineer inspection report completed 02/20/20 - Board approved settlement offer 03/09/20 - Settlement agreement sent to resident 03/26/20 - Settlement agreement signed by CDD, check request</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/8 or 9/2020</td>
</tr>
<tr>
<td>Hess</td>
<td>617 Ballbay Rd.</td>
<td>$20,950.00</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 - resident sent intake form but no insurance 9/12/19 - resident sent insurance 11/26/19 - engineer inspection report completed 02/20/20 - Board approved settlement offer 03/09/20 - Settlement agreement sent to resident</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/10/2020</td>
</tr>
<tr>
<td>Lubelski</td>
<td>5723 Sea Turtle Pl.</td>
<td>$19,188.00</td>
<td>Repaired</td>
<td>9/18/19 - resident sent intake form and insurance 11/26/19 - engineer inspection report completed 02/20/20 - Board approved settlement offer 03/09/20 - Settlement agreement sent to resident</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/10/2020</td>
</tr>
<tr>
<td>Do</td>
<td>411 Islebay Dr.</td>
<td>$16,325.00</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 11/26/19 - engineer inspection report completed 02/20/20 - Board approved settlement offer 03/06/20 - Settlement agreement sent to resident</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/8 or 9/2020</td>
</tr>
<tr>
<td>Maysles</td>
<td>5728 Tortoise Pl.</td>
<td>$19,700.00</td>
<td>Priority B</td>
<td>9/27/19 - resident sent intake form, but no insurance 10/8/19 - resident sent additional insurance docs 11/26/19 - engineer inspection report completed 02/20/20 - Board approved settlement offer 03/09/20 - Settlement agreement sent to resident</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/8 or 9/2020</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
</tr>
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</tr>
<tr>
<td>Cantrell</td>
<td>436 Islebay Dr.</td>
<td>$25,688.00</td>
<td>Priority A</td>
<td>9/30/19 - resident sent intake form but no insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/8 or 9/2020</td>
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<td>9/30/19 - resident sent insurance</td>
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<td>11/26/19 - resident sent insurance</td>
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<td></td>
<td>- engineer inspection report completed 02/20/20 - Board approved settlement offer</td>
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<td>- settlement agreement sent to resident</td>
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</tr>
<tr>
<td>Davis</td>
<td>5725 Tortoise Pl.</td>
<td>$17,200.00</td>
<td>Repaired</td>
<td>9/30/19 - resident sent intake form but no insurance</td>
<td>9/30/19 - resident sent insurance</td>
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<td></td>
<td>9/30/19 - resident sent insurance</td>
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<td></td>
<td>11/26/19 - engineer inspection report completed</td>
<td></td>
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<td></td>
<td>02/20/20 - Board approved settlement offer</td>
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<td></td>
<td>03/09/20 - Settlement agreement sent to resident</td>
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<td></td>
<td></td>
<td>03/17/20 - signed agreement received from resident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LaFon</td>
<td>434 Islebay Dr.</td>
<td>$23,300.00</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></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9/26/19 - resident sent insurance</td>
<td></td>
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<td></td>
<td></td>
<td>12/5/19 - engineer inspection report completed</td>
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<td></td>
<td></td>
<td></td>
<td>02/20/20 - Board approved settlement offer</td>
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<td>03/06/20 - Settlement agreement sent to resident</td>
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<td>04/06/20 - Settlement agreement signed by resident</td>
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<td>04/06/20 - Fully executed agreement, check request</td>
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<tr>
<td>Nichols</td>
<td>445 Islebay Dr.</td>
<td>$17,200.00</td>
<td>Repaired</td>
<td>9/30/19 - resident sent intake form but no insurance</td>
<td>12/5/19 - inspection report completed</td>
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<td>9/30/19 - resident sent insurance</td>
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<td>10/31/19 - resident sent full insurance policy</td>
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<td>12/5/19 - engineer inspection report completed</td>
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<td>02/20/20 - Board approved settlement offer</td>
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<td>03/06/20 - Settlement agreement sent to resident</td>
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<td></td>
<td>3/30/20 - Settlement agreement fully executed, check request</td>
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<tr>
<td>Golden</td>
<td>829 Islebay Dr.</td>
<td>$15,950.00</td>
<td>Priority C</td>
<td>9/26/19 - resident sent intake form, but no insurance</td>
<td>1/3/20 - inspection report completed</td>
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<td>9/27/19 - resident sent insurance</td>
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<td>1/3/20 - engineer inspection report completed</td>
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<td>02/20/20 - Board approved settlement offer</td>
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<td>03/12/20 - Settlement agreement sent to resident</td>
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<td>04/07/20 - Settlement agreement signed by resident</td>
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<td>04/08/20 - Fully executed settlement agreement, check request</td>
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<tr>
<td>Preston</td>
<td>5704 Sea Trout Pl.</td>
<td>$19,700.00</td>
<td>Priority B</td>
<td>11/15/17 - sent intake form and protocol to resident</td>
<td>1/3/20 - inspection report completed</td>
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<td></td>
<td>11/15/17 - resident sent form and protocol to resident</td>
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<td>9/27/19 - resident sent photos but no intake form or insurance</td>
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<td>9/30/19 - resident sent intake form and insurance</td>
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<td>10/10/19 - resident sent incomplete insurance</td>
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<td>1/3/20 - inspection report completed</td>
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<td>02/20/20 - Board approved settlement offer</td>
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<td>03/09/20 - Settlement agreement sent to resident</td>
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<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</td>
<td>7/23/19 - inspection report completed</td>
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<td>6/11/19 - resident sent insurance docs</td>
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<td>11/21/19 - Board approved settlement amount</td>
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<td>12/12/19 - settlement agreement sent 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>McKelligott</td>
<td>433 Mirabay Blvd.</td>
<td>$15,955.00</td>
<td>Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent intake form and protocol to the resident 1/28/18 - received intake form from resident, need insurance 2/19/18 - received insurance docs from resident 5/6/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident 7/25/19 - received letter from resident's attorney 8/15/19 - the Board approved a revised settlement amount 5/6/18 - inspection report completed</td>
<td>8/23/19 - inspection report completed 03/13/20 - revised settlement agreement sent to resident</td>
<td>Resident - needs to sign settlement agreement SETTLEMENT AGREEMENT EXPIRED 2/20/20- Revised Settlement Agreement authorized</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 03/13/20 - revised settlement agreement sent to resident</td>
<td>4/26/19 - inspection report completed 03/16/20 - revised settlement agreement sent to resident</td>
<td>Resident - needs to sign settlement agreement SETTLEMENT AGREEMENT EXPIRED 2/20/20- Revised Settlement Agreement authorized</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 03/16/20 - revised settlement agreement sent to resident</td>
<td>6/21/19 - Board approved settlement offer 6/24/19 - sent settlement agreement to resident</td>
<td>Resident - needs to sign settlement agreement SETTLEMENT AGREEMENT EXPIRED 2/20/20- Revised Settlement Agreement authorized</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 03/16/20 - revised settlement agreement sent to resident</td>
<td>Resident - needs to sign settlement agreement SETTLEMENT AGREEMENT EXPIRED 2/20/20- Revised Settlement Agreement authorized</td>
</tr>
<tr>
<td>Nicholson</td>
<td>432 Islebay Dr.</td>
<td>$11,150.00</td>
<td>Priority A</td>
<td>8/23/17 - requested homeowners' insurance from resident, resident will not submit homeowners' claim and they are named on the litigation 10/12/17 - sent follow-up to resident for insurance policy 10/23/17 - sent additional request for insurance policy 1/18/18 - settlement amount approved by the Board 1/23/18 - sent settlement agreement to resident</td>
<td>12/5/17 - inspection report completed 03/16/20 - revised settlement agreement sent to resident</td>
<td>Resident - needs to sign settlement agreement SETTLEMENT AGREEMENT EXPIRED 2/20/20- Revised Settlement Agreement authorized</td>
</tr>
<tr>
<td>Law</td>
<td>5720 Sea Turtle Pl.</td>
<td>$15,150.00</td>
<td>Repaired</td>
<td>11/15/17 - received intake form and insurance documents 2/8/18 - BOS approved settlement of $15,150 2/19/18 - sent settlement agreement to resident</td>
<td>12/5/17 - inspection report completed 03/16/20 - revised settlement agreement sent to resident</td>
<td>Resident - needs to sign settlement agreement SETTLEMENT AGREEMENT EXPIRED 2/20/20- Revised Settlement Agreement authorized</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 2/6/18 - 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 03/16/20 - revised settlement agreement sent to resident</td>
<td>Resident - needs to sign settlement agreement SETTLEMENT AGREEMENT EXPIRED 2/20/20- Revised Settlement Agreement authorized</td>
</tr>
<tr>
<td>Lucas</td>
<td>5613 Skimmer Dr.</td>
<td>$20,427.00</td>
<td>Repaired</td>
<td>9/7/19 - resident sent intake form &amp; photos 9/6/19 - resident sent insurance</td>
<td>10/10/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/8 or 9/2020; inspection rescheduled 2/20/20</td>
</tr>
<tr>
<td>Cross</td>
<td>412 Islebay Dr.</td>
<td>$19,390.00</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 - inspection scheduled for 1/8 or 9/2020</td>
</tr>
<tr>
<td>Davis</td>
<td>5721 Tortoise Pl.</td>
<td>$20,367.00</td>
<td>Repaired</td>
<td>9/12/19 - 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 - inspection scheduled for 1/8 or 9/2020</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>Cates</td>
<td>5638 Skimmer Dr.</td>
<td>$14,450.00</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 - inspection scheduled for 1/10/2020</td>
</tr>
<tr>
<td>Granowicz</td>
<td>5640 Skimmer Dr.</td>
<td>$10,690.00</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 - inspection scheduled for 1/10/2020</td>
</tr>
<tr>
<td>Caskey</td>
<td>5606 Skimmer Dr.</td>
<td>$15,200.00</td>
<td>Priority B</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 - inspection scheduled for 1/2020 or 9/2020</td>
</tr>
<tr>
<td>Martin</td>
<td>5722 Sea Turtle Pl.</td>
<td>$20,775.00</td>
<td>Repaired</td>
<td>9/23/19 - resident sent intake form but no insurance</td>
<td>11/26/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/2020 or 9/2020</td>
</tr>
<tr>
<td>Charter</td>
<td>543 Islebay Dr.</td>
<td>$29,363.00</td>
<td>Priority A</td>
<td>9/26/19 - resident sent photos, but no intake form or insurance</td>
<td>12/11/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/2020 or 9/2020</td>
</tr>
<tr>
<td>Confidential</td>
<td>534 Islebay Dr.</td>
<td>$13,750.00</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 - inspection scheduled for 1/2020 or 9/2020</td>
</tr>
<tr>
<td>Confidential</td>
<td>536 Islebay Dr.</td>
<td>$13,800.00</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 - inspection scheduled for 1/2020 or 9/2020</td>
</tr>
<tr>
<td>Dyer</td>
<td>533 Islebay Dr.</td>
<td>$17,750.00</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 - inspection scheduled for 1/2020 or 9/2020</td>
</tr>
<tr>
<td>Kilcoyne</td>
<td>5715 Tortoise Pl.</td>
<td>$11,025.00</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 - inspection scheduled for 1/2020 or 9/2020</td>
</tr>
<tr>
<td>Parry</td>
<td>5617 Seagrass Pl.</td>
<td>$15,950.00</td>
<td>Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have</td>
<td>12/5/19 - inspection report completed</td>
<td>Claims adjuster - inspection scheduled for 1/10/2020</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>9/24/19 - resident sent incomplete insurance</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>10/2/19 - resident sent incomplete insurance</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>10/10/19 - resident sent insurance</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>12/28/17 - sent request to resident for insurance docs</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</td>
<td>10/12/17 - sent follow-up to resident for insurance policy</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</td>
<td>12/28/17 - sent letter to resident to use new protocol</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</td>
<td>12/28/17 - sent letter to resident to use new protocol</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>Repaired</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>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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</table>
| Goldstone | 5714 Tortoise Pl. | $10,000.00   | 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 | 4/26 - inspection report completed | COMPLETED          |
| Henley   | 5713 Tortoise Pl. | $27,600.00   | 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 | 4/27 - inspection report completed | COMPLETED          |
| Kayat    | 5725 Sea Trout Pl.| $9,650.00    | 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 | 4/16 - inspection report completed | COMPLETED          |
| Gibbons  | 5710 Sea Turtle Pl.| $30,867.00  | 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 | 11/6 - inspection report completed | COMPLETED          |
| Gao      | 5722 Tortoise Pl. | $10,750.00   | 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 | 11/6 - inspection report completed | COMPLETED          |
| Lawson   | 523 Islebay Dr.  | $32,794.00   | 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 | 11/6 - inspection report completed | COMPLETED          |
| Taylor   | 5713 Sea Trout Pl.| $11,150.00   | 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 | 12/5 - inspection report completed | COMPLETED - received as-buils |
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
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<tbody>
<tr>
<td>Sheikh</td>
<td>5727 Sea Turtle Pl.</td>
<td>$10,600.00</td>
<td>10/23 - sent intake form and protocol to resident &lt;br&gt;11/7 - resident sent intake form but did not submit the complete insurance policy documents &lt;br&gt;11/17 - resident sent insurance documents &lt;br&gt;1/18 - settlement amount approved by the Board &lt;br&gt;1/23 - sent settlement agreement to resident &lt;br&gt;3/15 - settlement agreement fully executed &lt;br&gt;3/29 - requisition signed &lt;br&gt;4/4 - all completed, check mailed to resident</td>
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<td>12/5 - inspection report completed</td>
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<td>COMPLETED</td>
</tr>
<tr>
<td>Diana</td>
<td>527 Islebay Dr.</td>
<td>$49,835.00</td>
<td>8/21 - requested homeowners' insurance policy from resident &lt;br&gt;10/12 - sent follow-up to resident for insurance policy &lt;br&gt;10/23 - sent additional request to resident for insurance policy &lt;br&gt;1/18 - settlement amount approved by the Board &lt;br&gt;1/23 - sent settlement agreement to resident &lt;br&gt;3/26 - settlement agreement fully executed &lt;br&gt;4/27 - all completed, check mailed to resident</td>
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<td>12/5 - inspection report completed</td>
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<tr>
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<td></td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Gao</td>
<td>526 Islebay Dr.</td>
<td>$12,000.00</td>
<td>11/7 - sent previous intake form and documents to counsel &lt;br&gt;12/28 - sent intake form and insurance docs to counsel &lt;br&gt;3/15 - Board approved settlement amount of $12,000 &lt;br&gt;3/22 - sent settlement agreement to resident &lt;br&gt;4/16 - settlement agreement fully executed &lt;br&gt;5/10 - requisition signed &lt;br&gt;5/16 - all completed, check mailed to resident</td>
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<td>1/10 - inspection report completed</td>
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<td>COMPLETED</td>
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<tr>
<td>Bennett</td>
<td>5611 Skimmer Dr.</td>
<td>$52,398.00</td>
<td>10/12 - received intake form and proposals from resident, requested insurance documents from resident &lt;br&gt;10/13 - resident sent insurance documents &lt;br&gt;12/14 - settlement amount approved by the Board &lt;br&gt;1/3 - sent settlement agreement to resident &lt;br&gt;3/15 - Board approved new settlement amount of $52,398 &lt;br&gt;3/22 - sent settlement agreement to resident &lt;br&gt;5/14 - settlement agreement fully executed &lt;br&gt;6/18 - requisition signed &lt;br&gt;6/21 - all completed, check mailed to resident</td>
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<td>11/7 - inspection report completed</td>
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<tr>
<td>Woodard</td>
<td>517 Islebay Dr.</td>
<td>$12,500.00</td>
<td>8/22 - requested homeowners' insurance claim from resident, resident will not submit homeowners' claim &lt;br&gt;10/12 - sent follow-up to resident for insurance policy &lt;br&gt;10/20 - resident sent insurance documents &lt;br&gt;12/14 - settlement amount approved by the Board &lt;br&gt;1/3 - sent settlement agreement to resident &lt;br&gt;5/21 - sent updated settlement agreement to resident &lt;br&gt;5/25 - settlement agreement fully executed &lt;br&gt;6/18 - requisition signed &lt;br&gt;6/22 - all completed, check mailed to resident</td>
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<td>11/7 - inspection report completed</td>
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<td>COMPLETED - received as-builts</td>
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<tr>
<td>Krumme</td>
<td>5624 Skimmer Dr.</td>
<td>$13,250.00</td>
<td>11/7 - sent previous intake form and documents to counsel &lt;br&gt;12/28 - sent letter to resident to use new protocol &lt;br&gt;1/23 - resident sent photos but no intake form or insurance &lt;br&gt;1/28 - resident sent intake form but no insurance docs &lt;br&gt;2/5 - resident sent insurance docs &lt;br&gt;2/22 - engineer inspection completed &lt;br&gt;3/27 - engineer inspection report completed &lt;br&gt;5/17 - settlement amount approved by the Board &lt;br&gt;5/21 - settlement agreement sent to resident &lt;br&gt;6/18 - settlement agreement fully executed &lt;br&gt;6/21 - requisition signed &lt;br&gt;6/26 - all completed, check mailed to resident</td>
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<td>3/27 - inspection report completed</td>
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<td>COMPLETED</td>
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<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
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<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>
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<td>2/20 - resident sent intake form and insurance</td>
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<td>3/27 - engineer inspection report completed</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>
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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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<tr>
<td>Smolenski</td>
<td>539 Islebay Dr.</td>
<td>$12,325.00</td>
<td>5/6 - inspection report completed</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>
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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>11/7 - sent previous intake form and documents to counsel</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>
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<td>5/6 - resident sent insurance docs</td>
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<td>5/6 - inspection report completed</td>
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<tr>
<td>Rybak</td>
<td>430 Islebay Dr.</td>
<td>$16,500.00</td>
<td>8/21 - requested homeowners' insurance claim from resident</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 insurance documents</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>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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</tbody>
</table>

**UPLAND CLAIMS TRACKING**

**COMPLETED**
<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>O'Connell</td>
<td>5719 Sea Turtle Pl.</td>
<td>$13,575.00</td>
<td>2/19 - received intake form, requested insurance docs 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>
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<tr>
<td>Collins</td>
<td>437 Mirabay Blvd.</td>
<td>$20,393.00</td>
<td>1/17 - 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>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>
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<tr>
<td>Shanberg</td>
<td>5715 Sea Trout Pl.</td>
<td>$16,846.00</td>
<td>5/1/18 - 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>
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<tr>
<td>Sardino</td>
<td>5608 Skimmer Dr.</td>
<td>$12,325.00</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>
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<tr>
<td>Smith</td>
<td>429 Mirabay Blvd.</td>
<td>$21,104.00</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 (Foresman/Roberts)</td>
<td>501 Mirabay Blvd.</td>
<td>$18,199.00</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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<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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<td>Miller</td>
<td>5705 Tortoise Pl.</td>
<td>$19,021.00</td>
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<td>7/31/18 - resident sent intake form but incomplete insurance policy</td>
<td>10/1/18 - inspection report completed</td>
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<td>9/1/18 - resident 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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<td>Lamardo</td>
<td>5703 Tortoise Pl.</td>
<td>$52,819.00</td>
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<td>5/25/18 - resident submitted intake form and insurance docs</td>
<td>7/2/18 - inspection report completed</td>
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<td>7/2/18 - engineer inspection report completed</td>
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<td>8/16/18 - Board approved settlement offer</td>
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<td>8/20/18 - resident to confirm ownership of property</td>
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<td>8/27/18 - sent settlement agreement to resident</td>
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<td>11/15/18 - Board approved new settlement offer</td>
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<td>11/20/18 - sent new settlement agreement to resident</td>
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<td>1/11/19 - settlement agreement fully executed</td>
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<td>1/28/19 - all completed, check mailed to resident</td>
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<td>Vickers</td>
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<td>requested proposals and insurance documents from resident</td>
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<td>6/14/18 - resident sent incomplete insurance docs</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>
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<td>4/13/18 - sent intake form and protocol to resident</td>
<td>10/12/18 - inspection report completed</td>
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<td>4/16/18 - resident sent intake form but no insurance docs</td>
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<td>9/17/18 - resident sent incomplete insurance docs</td>
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<td>9/20/18 - resident sent full insurance policy</td>
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<td>1/17/19 - Board approved settlement offer</td>
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<td>1/28/19 - settlement agreement sent to resident</td>
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<td>2/6/19 - settlement agreement fully executed</td>
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<td>2/13/19 - requisition signed</td>
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<td>2/14/19 - all completed, check mailed to resident</td>
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<td>Lane</td>
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<td>Emergency</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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<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>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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<td>Whetzel</td>
<td>5614 Skimmer Dr.</td>
<td>$15,825.00</td>
<td>Section I - Priority A</td>
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<td>2/6/19 - inspection report completed</td>
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<td>2/6/19 - engineer inspection report completed</td>
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<td>3/22/19 - settlement amount approved</td>
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<td>3/26/19 - settlement agreement sent to resident</td>
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<td>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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<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>3/26/19 - settlement agreement sent to resident</td>
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<td>4/24/19 - all completed, check mailed to resident</td>
<td></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>
</tr>
<tr>
<td>------------</td>
<td>------------------</td>
<td>----------</td>
<td>-----------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>-------------------</td>
</tr>
</tbody>
</table>
| White      | 5610 Skimmer Dr. | $15,525.00 | Repaired              | 1/23/19 - resident sent intake form, needs to send insurance  
1/29/19 - resident sent insurance and photos  
4/18/19 - Board approved settlement amount  
4/25/19 - settlement agreement sent to resident  
6/4/19 - settlement agreement fully executed  
6/14/19 - all completed, check mailed to resident | 3/8/19 - inspection report completed                         | COMPLETED                        |
| Welch      | 413 Islebay Dr.  | $0.00    | Repaired              | 3/22/19 - resident sent intake form, needs to send insurance  
4/1/19 - resident sent insurance  
6/20/19 - Board denied upland claim | 4/26/19 - inspection report completed                         | COMPLETED                        |
| Lionet     | 5716 Tortoise Pl.| $0.00    | Repaired              | 6/14/19 - resident sent intake form but insufficient insurance  
6/18/19 - resident sent insurance docs  
7/18/19 - Board rejected upland claim | 4/26/19 - inspection report completed                         | COMPLETED                        |
| Oliszewski | 5705 Sea Turtle Pl. | $59,165.00 | Section I - Priority A | 11/7/17 - sent previous intake form and documents to counsel  
12/28/17 - sent letter to resident to use new protocol  
1/22/18 - resident sent intake form but no insurance  
3/15/18 - Board approved settlement amount of $52,398  
3/22/18 - sent settlement agreement to resident  
6/20/19 - Board approved updated settlement amount  
6/24/19 - sent settlement agreement to resident  
7/15/19 - sent revised settlement agreement to resident  
8/12/19 - settlement agreement fully executed  
8/28/19 - all completed, check mailed to resident | 2/5/18 - inspection report completed                         | COMPLETED                        |
| O'Leary    | 450 Islebay Dr.  | $11,625.00 | Priority A            | 4/20/18 - resident sent intake form, but no insurance  
5/11/18 - resident sent insurance docs  
5/30/18 - engineer inspection report completed  
7/19/18 - Board approved settlement offer  
7/25/18 - sent settlement agreement to resident  
8/15/19 - Board re-approved settlement offer  
8/16/19 - updated settlement agreement sent to resident  
9/27/19 - settlement agreement fully executed  
10/2/19 - all completed, check mailed to resident | 9/30/18 - inspection report completed                         | COMPLETED                        |
| DeLong     | 442 Islebay Dr.  | $0.00    | Priority A            | 9/26/19 - resident sent intake form, but property was purchased  
after February 2018 | 4/26/19 - inspection report completed                         | COMPLETED                        |
| Wainman    | 5730 Sea Turtle Pl. | $0.00    | Repaired              | 7/30/19 - resident sent intake form, but no insurance  
8/12/19 - resident sent insurance  
10/31/19 - property was purchased after Feb 2018, claim will not be processed | 4/26/19 - inspection report completed                         | COMPLETED                        |
| Heinz      | 5731 Sea Turtle Pl. | $20,500.00 | Priority A            | 4/21/19 - resident sent intake form but no insurance  
4/30/19 - resident sent insurance  
8/15/19 - Board approved settlement offer  
8/16/19 - settlement agreement sent to resident  
10/16/19 - settlement agreement fully executed  
11/5/19 - all completed, check mailed to resident | 6/17/19 - inspection report completed                         | COMPLETED                        |
| Kirbach    | 440 Islebay Dr.  | N/A      | Priority A            | 11/7/17 - sent previous intake form and documents to counsel  
12/28/17 - sent letter to resident to use new protocol  
11/18/19 - resident no longer lives in community | 11/7/17 - inspection report completed                         | COMPLETED                        |
| Jaehne     | 509 Islebay Dr.  | N/A      | Priority A            | 11/7/17 - sent previous intake form and documents to counsel  
12/28/17 - sent letter to resident to use new protocol  
11/18/19 - resident no longer lives in community | 11/7/17 - inspection report completed                         | COMPLETED                        |
| Baker      | 521 Islebay Dr.  | N/A      | Priority A            | 11/7/17 - sent previous intake form and documents to counsel  
12/28/17 - sent letter to resident to use new protocol  
11/18/19 - resident no longer lives in community | 11/7/17 - inspection report completed                         | COMPLETED                        |
<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>Cavin</td>
<td>601 Islebay Dr.</td>
<td>N/A</td>
<td>Priority B 12/6/17 - sent intake form and protocol to resident 11/18/19 - resident no longer lives in community</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>
</tr>
<tr>
<td>Lilly</td>
<td>435 Mirabay Blvd.</td>
<td>N/A</td>
<td>Priority B 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>
<td></td>
</tr>
<tr>
<td>Montello</td>
<td>452 Islebay Dr.</td>
<td>$27,798.00</td>
<td>Priority A 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>12/05/19 - all completed, check mailed to resident</td>
<td>8/23/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>McGuire</td>
<td>503 Mirabay Blvd.</td>
<td>$21,530.00</td>
<td>Priority B 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>1/10/2020 - all completed, check sent to homeowner</td>
<td>7/23/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Glazer</td>
<td>507 Islebay Dr.</td>
<td>21900</td>
<td>Priority B 7/17/19 - resident sent intake form, insurance, and photos 11/21/19 - Board approved settlement amount 12/12/19 - settlement agreement sent to resident 02/05/20 - settlement agreement received from resident 02/21/20 - Chairman executed settlement agreement</td>
<td>03/13/20 - Settlement check mailed</td>
<td>8/23/19 - inspection report completed</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Carley</td>
<td>446 Islebay Dr.</td>
<td>21298</td>
<td>Priority A 7/1/19 - resident sent intake form, insurance, and photos 8/23/19 - engineer inspection report completed</td>
<td>1/16/20 - Board approved settlement offer</td>
<td>1/17/20 - settlement agreement sent to resident 01/27/20 - settlement agreement received from resident 02/14/20 - settlement agreement fully executed</td>
<td>03/13/20 - Settlement check mailed</td>
</tr>
</tbody>
</table>

TOTAL PAID $966,613.63
TOTAL UNPAID $645,024.00
GRAND TOTAL $1,611,637.63
Potential Claims 0
Harbor Bay
Community Development District

Agenda Request
To: Board of Supervisors
From: Matthew Davis, Uplands Counsel
Date: April 16, 2020
Subject: Revisions to previously signed settlements

ISSUE:
At least one resident has requested that her previously executed settlement agreement be revised to include the new release language.

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)
The Board approved changes to the settlement agreement’s release language on April 7, 2020. The release language clarifies the District’s intent that all claims related to the existing seawall are released, but that future claims related to the “new” seawall are reserved, although they must be brought against the contractor during the warranty period.

Revising previously executed settlement agreements can be accomplished quickly and easily through an addendum, executed by both parties, providing that the original agreement’s release language is removed and replaced by the revised language.

EXPECTED COMPLETION DATE:
Assuming approval, as requested by residents.

DECISION TO BE MADE:

ATTACHMENTS:
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisors
From: Matthew Davis, Uplands Counsel
Date: April 16, 2020
Subject: Dolsens’ Request for Attorneys’ Fees

ISSUE:
Request from Mr. Dolsen that the District pay his attorneys’ fees.

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)
The Board approved the Dolsens’ claim in October 2019 and approved payment of $20,498. The Dolsens hired an attorney and requested changes to the previously approved settlement agreement’s release language. Following negotiations with counsel, District Uplands Counsel submitted language to the Board for approval, which it did on April 7, 2020.

The Dolsens have now requested that the District pay their attorneys’ fees incurred in negotiating the changes to the settlement agreement. There is no statutory or contractual basis to pay the attorneys’ fees. In short, Uplands counsel is unaware of any legal obligation the District has that would require it to pay the Dolsens’ attorneys’ fees.

EXPECTED COMPLETION DATE:
N/A

DECISION TO BE MADE:

ATTACHMENTS:
<table>
<thead>
<tr>
<th>Project</th>
<th>Cardno Project Manager</th>
<th>Project Updates</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Breeze Acquisition</td>
<td>Chris Gamache/Mike Collazo</td>
<td>Capital Land Management to review landscape and irrigation</td>
<td>In-progress</td>
<td>2/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Inspections Complete</td>
<td>In-progress</td>
<td>4/17/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canal Lights and Signage Maintenance</td>
<td>Greg Woodcock</td>
<td>Working with Hecker to obtain a proposal for each sign and light replacement</td>
<td>Complete</td>
<td>11/1/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>as necessary.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hecker to finish condition assessment 10-18-2019</td>
<td>Complete</td>
<td>11/1/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hecker to finish condition assessment 11-22-2019. Report and proposal to board</td>
<td>In-progress</td>
<td>1/16/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>at January meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hecker is working on the report and it will be provided at the February meeting.</td>
<td>In-progress</td>
<td>2/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hecker is working on internal lighting and signage inventory to be included in</td>
<td>In-progress</td>
<td>3/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hecker completed inventory and is currently working on the report. Hecker</td>
<td>In-progress</td>
<td>4/17/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>stated he would have the report completed April 17th. Cardno will present the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>report at the May meeting.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seawall Army Corp Permit Extension</td>
<td>Chris Gamache</td>
<td>Permit currently expires 10/13/2020</td>
<td>In-progress</td>
<td>6/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cardno will prepare the permit extension and submit to the Army Corps.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Facilities Report</td>
<td>Tom Burke/Greg Woodcock</td>
<td>Report complete; Review by District Attorneys</td>
<td>Complete</td>
<td>9/19/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Received comments and Cardno to research capacity requirements</td>
<td>Complete</td>
<td>12/18/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Preparing capacity for amenities. Will be presented at the February Meeting.</td>
<td>In-progress</td>
<td>1/25/2020</td>
</tr>
<tr>
<td>Project</td>
<td>Owner</td>
<td>Details</td>
<td>Status</td>
<td>Date</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
<td>---------</td>
<td>--------</td>
<td>------</td>
</tr>
<tr>
<td>Reserve Study- Pavement Project</td>
<td>Jeremy Runkle</td>
<td>Requested permit information from County outlining capacity of amenities. Complete report in April once information is obtained. Information not found at County. Cardno to review plans at amenity center for capacity information week of 4-13-2020. Finalize report for May meeting if capacity information is located in the drawings. Information not found in review drawings. Cardno to calculate amenities capacity.</td>
<td>In-progress</td>
<td>5/12/2020</td>
</tr>
<tr>
<td>Reserve Study- Pavement Project</td>
<td>Jeremy Runkle</td>
<td>Cardno working on Pavement Restoration and mill and resurface. Proposal in the agenda for design, bidding and construction oversight.</td>
<td>Complete</td>
<td>1/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Council prepare agreement with Cardno for work</td>
<td>Complete</td>
<td>1/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Geotechnical Borings</td>
<td>Complete</td>
<td>2/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Review of Borings and design pavement sections. Prepare plans and Specs for bidding</td>
<td>Complete</td>
<td>3/10/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Present plans and estimated costs to Board at April meeting. Obtain Proposals from Contractors. See additional project information to be presented at April Board Meeting</td>
<td></td>
<td>8/1/2020</td>
</tr>
<tr>
<td>SWFWMD Operation and Maintenance Certifications</td>
<td>Tom Burke</td>
<td>SWFWMD Inspections Scheduled for Week of April 19th through April 24. Reports outline maintenance requirements will be presented at the May/June meeting. Cardno will also obtain proposals for the maintenance during this time.</td>
<td>In-progress</td>
<td>5/30/2020</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>5/30/2020</td>
</tr>
<tr>
<td>Pickle Ball Courts</td>
<td>Park Square</td>
<td></td>
<td>On Hold</td>
<td>5/30/2020</td>
</tr>
<tr>
<td>Tiki Bar Conversion</td>
<td>Park Square</td>
<td></td>
<td>On Hold</td>
<td>5/30/2020</td>
</tr>
</tbody>
</table>
Harbor Bay
Community Development District

Agenda Request

To: CDD Board
From: Cardno
Date: 4/8/2020

ISSUE:
Review of cost estimate, road repair plans and construction timeline.

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)

The attached plans for construction include the pavement resurfacing and reconstruction of the existing Welcome/Amenity Center parking lot, tennis court parking lot, and approaching gate entrances along MiraBay Blvd. and Manns Harbor Drive. Asphalt pavement core samples were taken to verify existing pavement and stabilized base depths to determine the proper pavement design for the project. Upon further investigation, the existing pavement appeared deficient and would not allow effective milling depths to remove and prevent future cracking in the roadway surface. Therefore, reconstructing the pavement in certain locations would prolong its life cycle much further. The suggested full depth reclamation is a process that recycles the existing materials and provides a cost-effective strategy to strengthen the structural properties of the pavement base while expediting construction. This process combined with the proposed pavement structural course meet the minimum Hillsborough County standards.

Attached please find our estimated construction cost estimate which includes a 15% contingency.

Cardno is going to be requesting proposals for each section to give the flexibility to do a portion of the project or the complete scope of the project as funds allow.

EXPECTED COMPLETION DATE:
Prepare Bid Documents in April.
Advertise for Bids in April.
Receive bids in May.
Approve contracts and bids at June Meeting.
Construction to begin in July 2020 and be completed in August 2020.
BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC):
Working with District Management to obtain the balance of the Reserve Study.
Welcome Center Estimated Costs = $190,205
Manns Harbor Drive Estimated Costs = $179,833
Tennis Court Parking Lot Estimated Costs = $50,952
Mirabay Blvd. Estimated Costs = $58,025
Total Estimated Project Costs = $479,015 (Includes 15% Contingency = $62,618)

DECISION TO BE MADE:
No decision is required to be made. Proposals will be brought back showing actual costs for the Boards consideration at the June Board meeting. If the Board has any questions or would like to discuss in more detail please contact me.

ATTACHMENTS:
1. Engineers Probable Cost Estimate
2. MiraBay Pavement Rehabilitation Plans
### Welcome Center Parking Lot (Reconstruction w/ Full Depth Reclamation)

<table>
<thead>
<tr>
<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>PAY ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>ESTIMATED UNIT PRICE</th>
<th>ESTIMATED TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0101-1</td>
<td>Mobilization (10%)</td>
<td>LS</td>
<td>1</td>
<td>$15,066.00</td>
<td>$15,066.00</td>
</tr>
<tr>
<td>2</td>
<td>0102-1</td>
<td>Maintenance of Traffic (10%)</td>
<td>LS</td>
<td>1</td>
<td>$13,693.00</td>
<td>$13,693.00</td>
</tr>
<tr>
<td>3</td>
<td>0104-18</td>
<td>Inlet Protection System</td>
<td>EA</td>
<td>3</td>
<td>$106.00</td>
<td>$318.00</td>
</tr>
<tr>
<td>4</td>
<td>0289-1</td>
<td>Full Depth Asphalt Reclamation</td>
<td>SY</td>
<td>3.785</td>
<td>$21.00</td>
<td>$79,481.00</td>
</tr>
<tr>
<td>5</td>
<td>0327-70-5</td>
<td>Milling Existing Asph Pavement, 2&quot; Average Depth</td>
<td>SY</td>
<td>3.785</td>
<td>$3.00</td>
<td>$11,355.00</td>
</tr>
<tr>
<td>6</td>
<td>0334-1-13</td>
<td>Superpave Asphaltic Concrete, Traffic B (SP 12.5) (2&quot; Thick)</td>
<td>TN</td>
<td>416.3</td>
<td>$101.00</td>
<td>$42,049.00</td>
</tr>
<tr>
<td>7</td>
<td>0425-5</td>
<td>Manhole, Adjust</td>
<td>EA</td>
<td>3</td>
<td>$741.00</td>
<td>$2,223.00</td>
</tr>
<tr>
<td>8</td>
<td>0710-11-101</td>
<td>Painted Pavement Markings, Standard, White, Solid, 6&quot;</td>
<td>GM</td>
<td>0.293</td>
<td>$978.00</td>
<td>$287.00</td>
</tr>
<tr>
<td>9</td>
<td>0710-11-125</td>
<td>Painted Pavement Markings, Standard, White, Solid for Stop Line or Crosswalk, 24&quot;</td>
<td>LF</td>
<td>18</td>
<td>$2.00</td>
<td>$36.00</td>
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<tr>
<td>10</td>
<td>0710-11-160</td>
<td>Painted Pavement Markings, Standard, White, Message or Symbol</td>
<td>EA</td>
<td>3</td>
<td>$49.00</td>
<td>$147.00</td>
</tr>
<tr>
<td>11</td>
<td>0710-11-421</td>
<td>Painted Pavement Markings, Standard, Blue, Solid for Parking Lot; Accessible Markings, 6&quot;</td>
<td>LF</td>
<td>98</td>
<td>$7.00</td>
<td>$686.00</td>
</tr>
</tbody>
</table>

**Welcome Center Parking Lot Area Sub-Total:** $165,341.00

### Other Incidental Items

<table>
<thead>
<tr>
<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>PAY ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>ESTIMATED UNIT PRICE</th>
<th>ESTIMATED TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
<td></td>
<td>LS</td>
<td>1</td>
<td>$24,864.00</td>
<td>$24,864.00</td>
</tr>
</tbody>
</table>

**Welcome Center Parking Lot Area Total:** $190,205.00

### Mann's Harbor Drive (Reconstruction w/ Full Depth Reclamation)

<table>
<thead>
<tr>
<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>PAY ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>ESTIMATED UNIT PRICE</th>
<th>ESTIMATED TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0101-1</td>
<td>Mobilization (10%)</td>
<td>LS</td>
<td>1</td>
<td>$14,244.00</td>
<td>$14,244.00</td>
</tr>
<tr>
<td>2</td>
<td>0102-1</td>
<td>Maintenance of Traffic (10%)</td>
<td>LS</td>
<td>1</td>
<td>$12,946.00</td>
<td>$12,946.00</td>
</tr>
<tr>
<td>3</td>
<td>0104-18</td>
<td>Inlet Protection System</td>
<td>EA</td>
<td>6</td>
<td>$106.00</td>
<td>$636.00</td>
</tr>
<tr>
<td>4</td>
<td>0289-1</td>
<td>Full Depth Asphalt Reclamation</td>
<td>SY</td>
<td>3.580</td>
<td>$21.00</td>
<td>$75,186.00</td>
</tr>
<tr>
<td>5</td>
<td>0327-70-5</td>
<td>Milling Existing Asph Pavement, 2&quot; Average Depth</td>
<td>SY</td>
<td>3.580</td>
<td>$3.00</td>
<td>$10,741.00</td>
</tr>
<tr>
<td>6</td>
<td>0334-1-13</td>
<td>Superpave Asphaltic Concrete, Traffic B (SP 12.5) (2&quot; Thick)</td>
<td>TN</td>
<td>393.8</td>
<td>$101.00</td>
<td>$39,777.00</td>
</tr>
<tr>
<td>7</td>
<td>0425-5</td>
<td>Manhole, Adjust</td>
<td>EA</td>
<td>3</td>
<td>$741.00</td>
<td>$2,223.00</td>
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<td>8</td>
<td>0706-1-1</td>
<td>Reflective Pavement Markers</td>
<td>EA</td>
<td>30</td>
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<tr>
<td>9</td>
<td>0710-11-101</td>
<td>Painted Pavement Markings, Standard, White, Solid, 6&quot;</td>
<td>GM</td>
<td>0.019</td>
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<td>$978.00</td>
</tr>
<tr>
<td>10</td>
<td>0710-11-125</td>
<td>Painted Pavement Markings, Standard, White, Solid for Stop Line or Crosswalk, 24&quot;</td>
<td>LF</td>
<td>10</td>
<td>$2.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>11</td>
<td>0710-11-201</td>
<td>Painted Pavement Markings, Standard, Yellow, Solid, 6&quot;</td>
<td>GM</td>
<td>0.389</td>
<td>$1,006.00</td>
<td>$392.00</td>
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<tr>
<td>12</td>
<td>0710-11-224</td>
<td>Painted Pavement Markings, Standard, Yellow, Solid for Diagonal or Chevron, 18&quot;</td>
<td>LF</td>
<td>20</td>
<td>$2.00</td>
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**Mann's Harbor Drive Area Sub-Total:** $156,325.00

### Other Incidental Items

<table>
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<tr>
<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>PAY ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
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<tbody>
<tr>
<td>13</td>
<td></td>
<td></td>
<td>LS</td>
<td>1</td>
<td>$23,508.00</td>
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**Mann's Harbor Drive Area Total:** $179,833.00

### Tennis Court Parking Lot (Reconstruction w/ Full Depth Reclamation)

<table>
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<tr>
<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>PAY ITEM DESCRIPTION</th>
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<th>ESTIMATED TOTAL PRICE</th>
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<tbody>
<tr>
<td>1</td>
<td>0101-1</td>
<td>Mobilization (10%)</td>
<td>LS</td>
<td>1</td>
<td>$4,036.00</td>
<td>$4,036.00</td>
</tr>
<tr>
<td>2</td>
<td>0102-1</td>
<td>Maintenance of Traffic (10%)</td>
<td>LS</td>
<td>1</td>
<td>$3,668.00</td>
<td>$3,668.00</td>
</tr>
<tr>
<td>3</td>
<td>0104-18</td>
<td>Inlet Protection System</td>
<td>EA</td>
<td>2</td>
<td>$106.00</td>
<td>$212.00</td>
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<tr>
<td>4</td>
<td>0289-1</td>
<td>Full Depth Asphalt Reclamation</td>
<td>SY</td>
<td>987</td>
<td>$21.00</td>
<td>$20,727.00</td>
</tr>
<tr>
<td>5</td>
<td>0327-70-5</td>
<td>Milling Existing Asph Pavement, 2&quot; Average Depth</td>
<td>SY</td>
<td>987</td>
<td>$3.00</td>
<td>$2,961.00</td>
</tr>
<tr>
<td>6</td>
<td>0334-1-13</td>
<td>Superpave Asphaltic Concrete, Traffic B (SP 12.5) (2&quot; Thick)</td>
<td>TN</td>
<td>108.6</td>
<td>$101.00</td>
<td>$10,966.00</td>
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<tr>
<td>7</td>
<td>0425-5</td>
<td>Manhole, Adjust</td>
<td>EA</td>
<td>2</td>
<td>$741.00</td>
<td>$1,482.00</td>
</tr>
<tr>
<td>8</td>
<td>0710-11-101</td>
<td>Painted Pavement Markings, Standard, White, Solid, 6&quot;</td>
<td>GM</td>
<td>0.022</td>
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<td>9</td>
<td>0710-11-125</td>
<td>Painted Pavement Markings, Standard, White, Solid for Stop Line or Crosswalk, 24&quot;</td>
<td>LF</td>
<td>21</td>
<td>$2.00</td>
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<td>10</td>
<td>0710-11-160</td>
<td>Painted Pavement Markings, Standard, White, Message or Symbol</td>
<td>EA</td>
<td>1</td>
<td>$49.00</td>
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<td>11</td>
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<td>Painted Pavement Markings, Standard, Blue, Solid for Parking Lot; Accessible Markings, 6&quot;</td>
<td>LF</td>
<td>18</td>
<td>$7.00</td>
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**Tennis Court Parking Lot Area Sub-Total:** $44,291.00

### Other Incidental Items

<table>
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<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>PAY ITEM DESCRIPTION</th>
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<td>LS</td>
<td>1</td>
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</table>

**Tennis Court Parking Lot Area Total:** $50,952.00

---

### Harbor Bay Community Development District

**Date:** 03/16/2020

**Harbor Bay Community Development District**

**MIRABAY PAVEMENT REHABILITATION**

---

**Final Engineer's Estimate**

**Welcome Center Parking Lot (Reconstruction w/ Full Depth Reclamation)**

**Welcome Center Parking Lot Area Sub-Total:** $165,341.00

**Other Incidental Items**

**Welcome Center Parking Lot Area Total:** $190,205.00

**Mann's Harbor Drive (Reconstruction w/ Full Depth Reclamation)**

**Mann's Harbor Drive Area Sub-Total:** $156,325.00

**Other Incidental Items**

**Mann's Harbor Drive Area Total:** $179,833.00

**Tennis Court Parking Lot (Reconstruction w/ Full Depth Reclamation)**

**Tennis Court Parking Lot Area Sub-Total:** $44,291.00

**Other Incidental Items**

**Tennis Court Parking Lot Area Total:** $50,952.00
<table>
<thead>
<tr>
<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>Pay Item Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Estimated Unit Price</th>
<th>Estimated Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>0101-1</td>
<td>Mobilization (10%)</td>
<td>LS</td>
<td>1</td>
<td>$4,596.00</td>
<td>$4,596.00</td>
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<td>2</td>
<td>0102-1</td>
<td>Maintenance of Traffic (10%)</td>
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<td>$4,178.00</td>
<td>$4,178.00</td>
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<tr>
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<td>$106.00</td>
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<td>4</td>
<td>0327-70-4</td>
<td>Milling Existing Asph Pavement, 3” Average Depth</td>
<td>SY</td>
<td>2.007</td>
<td>$3.00</td>
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<td>5</td>
<td>0334-1-13</td>
<td>Superpave Asphalctic Concrete, Traffic B (SP 12.5) (3” Thick)</td>
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<td>331.1</td>
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<td>Manhole, Adjust</td>
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<td>2</td>
<td>$741.00</td>
<td>$1,482.00</td>
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<td>Reflective Pavement Markers</td>
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<td>Painted Pavement Markings, Standard, White, Solid, 6”</td>
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<td>Painted Pavement Markings, Standard, White, Skip 10-30, 6” Wide</td>
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**MIRABAY BOULEVARD AREA Sub-Total:** $50,440.00

**OTHER INCIDENTAL ITEMS**

<table>
<thead>
<tr>
<th>Item</th>
<th>FDOT Pay Item No.</th>
<th>Pay Item Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Estimated Unit Price</th>
<th>Estimated Total Price</th>
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</table>

**PROJECT TOTAL**

**MIRABAY BOULEVARD AREA Total:** $58,025.00

**PROJECT TOTAL:** $479,015.00

Note: Unit costs based on FDOT Historical Costs (Current 12 Month Moving Averages for Area 8). Percentages based on values per FDOT Work Program Update Cycle.
<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QTY</th>
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<td>MOBILIZATION</td>
<td>LS</td>
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<tr>
<td>0102 1</td>
<td>MAINTENANCE OF TRAFFIC</td>
<td>LS</td>
<td>1</td>
</tr>
<tr>
<td>0104 1A</td>
<td>INLET PROTECTION SYSTEM</td>
<td>EA</td>
<td>1</td>
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<tr>
<td>0288 1</td>
<td>FULL DEPTH ASPHALT RECLAMATION (6.5&quot; DEPTH)</td>
<td>SY</td>
<td>1</td>
</tr>
<tr>
<td>0327 70 4</td>
<td>MILLING EXIST ASPH PAVT, 3&quot; AVG DEPTH</td>
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<tr>
<td>0327 70 5</td>
<td>MILLING EXIST ASPH PAVT, 2&quot; AVG DEPTH</td>
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<td>0334 12</td>
<td>SUPERPAVE ASPHALTIC CONC., TRAFFIC B</td>
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<tr>
<td>0425 5</td>
<td>MANHOLE, ADJUST</td>
<td>EA</td>
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<td>0706 11</td>
<td>RAISED PAVEMENT MARKERS</td>
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<td>PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6&quot;</td>
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<td>0710 1125</td>
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<td>PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP 10-30, 6&quot; WIDE</td>
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<td>0710 1421</td>
<td>PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MARKINGS, 6&quot;</td>
<td>LF</td>
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</tbody>
</table>
NOTES:
1. LIMESTONE OR OTHER EXISTING BASE MATERIAL MAY BE ENCOUNTERED DURING MILLING OPERATIONS.
2. IT IS PREFERABLE TO MILL OUT PAVEMENT CRACKS TO AVOID REFLECTIVE CRACKING IN OVERLAYS. IF NOT PRACTICAL TO MILL OUT MOST OF THE CRACKED PAVEMENT, A 1-INCH CRACK RELIEF LAYER AND/OR ADDITIONAL OVERLAY THICKNESS SHOULD BE CONSIDERED. AN ARM-LAYER MAY ALSO BE USED TO DELAY REFLECTIVE CRACKING.
3. STATIC COMPACTION ONLY.
4. A MINIMUM STRUCTURAL NUMBER OF 2.3 IS REQUIRED.
CONSTRUCTION NOTES

1. ALL WORK PERFORMED WITHIN THE PROJECT LIMITS SHALL CONFORM TO THE MOST CURRENT EDITION OF THE FOLLOWING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND HILLSBOROUGH COUNTY PUBLICATIONS:
   - HILLSBOROUGH COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS FOR CONSTRUCTION
   - FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
   - FDOT STANDARD PLANS FOR ROAD CONSTRUCTION
   - FOOT DESIGN MANUAL
   - FOOT FLEXIBLE PAVEMENT DESIGN MANUAL (FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION)

2. COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN NECESSARY WORK PERMITS THAT ARE REQUIRED PRIOR TO CONSTRUCTION.

3. VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THE WORK.

4. EXISTING DRAINAGE STRUCTURES ARE TO REMAIN UNLESS OTHERWISE NOTED. ALL EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED.

5. ALL BROKEN OR CRACKED DRIVEWAYS AND SIDEWALKS DAMAGED DURING CONSTRUCTION WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND REPLACED IN KIND.

6. ALL DISTURBED AREA WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED.

7. ANY PRIVATE OR PUBLIC PROPERTY OR EXISTING FACILITIES AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS AT NO ADDITIONAL COST.

8. ERECT EROSION CONTROL DEVICES PRIOR TO LAND ALTERATIONS, MAINTAIN THEM DURING CONSTRUCTION, AND REMOVE THEM FOLLOWING SOIL STABILIZATION AND FINAL DRESSING. INSTALL AND MAINTAIN EROSION CONTROL DEVICES AS REQUIRED BY ACTUAL SITE CONDITIONS TO REFLECT PROJECT PHASING REQUIREMENTS.

9. EROSION AND DEPOSITION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING THE PREPARATION AND PLACING OF ANY REQUIRED STORMWATER POLLUTION PREVENTION PLANS, PERMITS, NOTICES OF INTENT, PERMIT FEES, ETC. ALL COSTS ASSOCIATED WITH EROSION AND DEPOSITION CONTROL AND ASSOCIATED PERMITTING (IF REQUIRED) SHALL BE INCLUDED IN THE CONTRACTORS' BID.

10. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE REQUIREMENTS REGARDING ENDANGERED AND THREATENED SPECIES AND STATE LISTED SPECIES OF SPECIAL CONCERN THAT COULD INHABIT OR MIGRATE THROUGH THE CONSTRUCTION AREA.

11. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY SIGNS AND BARRICADES AND SEAL ANY MOT PLANS DEVELOPED BY THE CONTRACTOR AND BE ON THE PROJECT SITE AT ALL TIMES.

12. THE CONTRACTOR SHALL PROVIDE A PEDESTRIAN DETOUR FOR CLOSURE OF EXISTING SIDEWALK. A 4 FT. WIDE TEMPORARY PEDESTRIAN WAY SHALL BE PROVIDED, AS NECESSARY, AROUND THE WORK ZONE AND APPROVED BY THE ENGINEER TO ENSURE MINIMUM SIGHT DISTANCES ARE MET.

13. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY HAULING OR EXCAVATION EQUIPMENT MUST BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

14. ANY U.S.C. & G.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, PROJECT ENGINEER SHOULD NOTIFY:
   - DIRECTOR, NATIONAL GEODENTITY SURVEY
   - SILVER SPRING, MARYLAND, 20910-3282
   - PHONE: (301) 713-3242

15. PAVEMENT MARKINGS AND SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.

16. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.

17. ANY Existing SIGNS AND PAVEMENT MARKINGS WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED. ALL EXISTING TRAFFIC SIGNS MUST BE MAINTAINED DURING CONSTRUCTION.

18. MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION. USE THE FOLLOWING INFORMATION IN DEVELOPING A MAINTENANCE OF TRAFFIC PLAN:
   - maintaining the existing speed limit (throughout project limits)
   - maintaining the existing number of lanes and 2-way traffic at all times
   - provide temporary traffic control for bicyclists and pedestrians when existing bicycle and pedestrian facilities are impacted.

19. THE SUPERVISOR OR PERSON CONTROLLING THE WORK FOR THE CONTRACTOR ON THE PROJECT SHALL HAVE A WORK ZONE TRAFFIC CONTROL SAFETY CERTIFICATION OR TRAFFIC SUPERVISOR CERTIFICATION FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION. THE CERTIFIED SUPERVISOR SHALL SIGN AND SEAL ANY MOT PLANS DEVELOPED BY THE CONTRACTOR AND BE ON THE PROJECT SITE AT ALL TIMES WHILE WORK IS BEING CONDUCTED.

20. PROVIDE A PEDESTRIAN DETOUR FOR CLOSURE OF EXISTING SIDEWALK. A 4 FT. WIDE TEMPORARY PEDESTRIAN WAY SHALL BE PROVIDED, AS NECESSARY, AROUND THE WORK ZONE AND DELIMITED WITH PEDESTRIAN LITHOGRAPHIC CHANNELING DEVICES IN ACCORDANCE WITH FDOT INDEX 102-075.

21. THE CONTRACTOR SHALL PROVIDE A WARNING MATERIAL TO INDICATE THE EXISTING SIDEWALK IS TO REMAIN UNLESS OTHERWISE NOTED.

22. THE CONTRACTOR SHALL PROVIDE A WORK ZONE TRAFFIC CONTROL SAFETY CERTIFICATION OR TRAFFIC SUPERVISOR CERTIFICATION FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION. THE CERTIFIED SUPERVISOR SHALL SIGN AND SEAL ANY MOT PLANS DEVELOPED BY THE CONTRACTOR AND BE ON THE PROJECT SITE AT ALL TIMES WHILE WORK IS BEING CONDUCTED.

23. ANY DISTURBED AREA WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED.

24. ANY PRIVATE OR PUBLIC PROPERTY OR EXISTING FACILITIES AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS AT NO ADDITIONAL COST.

25. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY HAULING OR EXCAVATION EQUIPMENT MUST BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

26. ANY U.S.C. & G.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, PROJECT ENGINEER SHOULD NOTIFY:
   - DIRECTOR, NATIONAL GEODENTITY SURVEY
   - SILVER SPRING, MARYLAND, 20910-3282
   - PHONE: (301) 713-3242

27. PAVEMENT MARKINGS AND SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION.

28. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.

29. ANY EXISTING SIGNS AND PAVEMENT MARKINGS WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED. ALL EXISTING TRAFFIC SIGNS MUST BE MAINTAINED DURING CONSTRUCTION.

30. MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION. USE THE FOLLOWING INFORMATION IN DEVELOPING A MAINTENANCE OF TRAFFIC PLAN:
   - maintaining the existing speed limit (throughout project limits)
   - maintaining the existing number of lanes and 2-way traffic at all times
   - provide temporary traffic control for bicyclists and pedestrians when existing bicycle and pedestrian facilities are impacted.

31. THE SUPERVISOR OR PERSON CONTROLLING THE WORK FOR THE CONTRACTOR ON THE PROJECT SHALL HAVE A WORK ZONE TRAFFIC CONTROL SAFETY CERTIFICATION OR TRAFFIC SUPERVISOR CERTIFICATION FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION. THE CERTIFIED SUPERVISOR SHALL SIGN AND SEAL ANY MOT PLANS DEVELOPED BY THE CONTRACTOR AND BE ON THE PROJECT SITE AT ALL TIMES WHILE WORK IS BEING CONDUCTED.

32. THE CONTRACTOR SHALL PROVIDE A PEDESTRIAN DETOUR FOR CLOSURE OF EXISTING SIDEWALK. A 4 FT. WIDE TEMPORARY PEDESTRIAN WAY SHALL BE PROVIDED, AS NECESSARY, AROUND THE WORK ZONE AND DELIMITED WITH PEDESTRIAN LITHOGRAPHIC CHANNELING DEVICES IN ACCORDANCE WITH FDOT INDEX 102-075.

33. THE exact location of all temporary signs and barricades must be determined in the field and approved by the engineer to ensure minimum sight distances are met.

34. MAINTAIN ALL EXISTING WARNING, GUIDE, AND REGULATORY SIGNS AT ALL TIMES.

35. ALL LAKES MUST BE RE-OPENED WITHIN 12 HOURS FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER EMERGENCY EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT.
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALy SIGNED AND SEALED UNDER RULE 61 G 15 - 23.004, F.A.C.

**PROJECT NO.** 00023801.02

**MIRABAY PAVEMENT REHABILITATION**

**ROADWAY PLAN (2)**

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**LEGEND**

- **ASPHALT PAVEMENT (MILLING AND RESURFACING)**
- **LIMITS OF PAVEMENT RECONSTRUCTION (FULL-DEPTH RECLAMATION)**
653 LF OF 6" DOUBLE YELLOW STRIPE WITH T/Y RPMS @ 40 CC PER FOOT INDEXES 706-000 AND 710-000

226 LF OF 6" YELLOW STRIPE

99 LF OF 6" WHITE STRIPE

12 LF YELLOW STRIPE @ 20 CC (TYP.)

112 LF OF 6" YELLOW STRIPE

INDEXES 706-001 AND 711-001

INDEXES 706-001 AND 711-001 WITH Y/Y RPMS @ 40 CC PER FOOT

653 LF OF 6" DOUBLE YELLOW STRIPE MATCH LINE - SEE ROADWAY PLAN (2)
To: Board of Supervisors  
Fr: Steve Lockom  
RE: Park Square update  
Dt: April 6, 2020

On March 27th, I sent the following email to Sang Lee, President of Park Square Tampa Division.

Sang,

Please find attached my write up to the Board that was to be presented at the March CDD meeting. Since the meeting was cancelled, it will be presented at the next Board meeting. Since, I believe we no longer have a partnership with Park Square, I will be recommending to the Board that the signage that you have on CDD property be removed. You have signs throughout the neighborhood on CDD property including but not limited to all the flags at the entrance of the community. We have also made Margaret Alfano and tours of our amenities available to your sales people to help you with the sales process. I see no reason why we should be helping you sell homes when you are not willing to help with our overcrowded amenities.

I am sorry that it has come to this but as my write up says; I do not believe that Park Square is willing to spend a penny that they are not legally required to spend.

Feel free to reach out to me if you would like to discuss but until you make your ownership available for direct negotiations I see no reason to restart our discussions.

Steve

As of April 6th, I have not received a response from anyone at Park Square. I will be looking to discuss this with the Board at the meeting and my recommendation is that we require all Park Square signage on CDD property to be removed. In addition, I do not believe that we should make our staff or amenities available for any Park Square potential home buyers.
To: Board of Supervisors  
Fr: Steve Lockom  
RE: Park Square update  
Dt: March 10, 2020

The following information is to let you know what has transpired over the last few months with Park Square. I will be happy to answer any questions. No decision needs to be made.

On August 29th 2019, Scott Johnston Vice-President of Land Development for Park Square came to the CDD meeting and said Park Square would build 4 pickleball courts and convert Outfitters into a Tiki Bar. Scott Johnston left the company in October and Sang Lee took his place. Since that time, I have been trying to come to an agreement as to the scope and date for the work to begin.

What started out as a commitment to the CDD with nothing required by the CDD has turned into a full-fledged negotiation. Many items have been discussed as negotiables. Here is my request as of February 13th

To: Sang Lee  
From: Steve Lockom  
Date: 2/13/20

The intention of this document is to come to a working agreement between Park Square and the Harbor Bay CDD. Listed below are the items that I believe are in consideration. I ask that you review these items and add in any that were missed. The goal is to have a working agreement to be presented to the CDD Board at the March 19th meeting.

CDD wants:
1. Four lighted pickleball courts with a restroom to be built at Landings Park to the west of the Hillsborough County pump station. I understand that this will require palm trees to be taken down and the pickleball courts will run into the current parking lot. A design plan will need to be available by March 15th to allow Cardno time to review. (We will also need to come up with a completion by date). PSH to provide a contractor to work with CDD.

2. Transfer of the Park Square Sales center to the CDD on or before June 1, 2024. Should Park Square continue to need the building after June 1, 2024, the CDD will lease back the building on a yearly basis at market price for a maximum of two additional years until May 31, 2026. The thought process is Park Square expects to need the Sales center for four more years until Mirabay is built out. June 2024 is four years and three months away. This gives Park Square the time frame they need to build out Mirabay. June 1st is a good date because the CDD will be starting budget considerations and there will be costs associated with retrofitting the building for CDD purposes. Building will be conveyed on as-is condition.

3. Upgrade Outfitters into a tiki bar.

4. The mangroves on folio numbers 054191-2026 and 05419-1128 (Tract C-1) to be trimmed to the lowest height acceptable by the permit that covers the trimming. In addition, the Brazilian peppers should be removed. Upon Cardno approval that this was done properly the CDD will accept the conveyance. (We will also need to come up with a completion by date) PSH and CDD need to agree on the scope of work.

Park Square wants:

1. Removal of Mirabay Plaza from the CDD to eliminate CDD fees (O&M and street lights) and outstanding debt obligation (folios listed below).
   a. 054234-2502
   b. 054234-2504
   c. 054234-2506
   d. 054234-2508
   e. 054234-2512
f. 054234-2514

2. An additional **23** docks for the Shell Cove section (Parcel 8) currently under development.

3. An additional **6** docks for Parcel 101

4. Conveyance of all fully developed lagoon bottoms (folios listed below) – PSH to retain easements for docks.
   a. 054234-2104
   b. 054208-0452
   c. 054208-0538
   d. 054234-1178
   e. 054208-0454
   f. 054191-1618
   g. 054208-0456
   h. 054234-0408
   i. 054208-0042
   j. 054234-0410

5. Conveyance of all fully developed canal bottoms (folios listed below) – PSH to retain easements for docks.

   a. 054208-0450
   b. 054191-1542
   c. 051638-0322
   d. 054191-1480
   e. 054208-0444
   f. 054208-0442
   g. 052664-2716

6. Conveyance of all fully developed other parcels (folios listed below).
   a. 054220-1288 – Street wall facing Villamaire Rd – other side of Bay Breeze
   b. 054220-1292 – Parcel next to entrance of Bay Breeze pond (Harbor Bay CDD property) - 054234-1180)
c. 054234-1184 – Roundabout circle plot on Manns Harbor Dr

d. 054234-1176 – Open space by roundabout circle plot

e. 054234-2102 – Parcel at the entrance of Bay Estates Preserve –
CDD agrees to let PSH retain this lot

7. Release of any claims of liability on seawall and confirm that seawall will
be repaired for lots owned by PSH

8. Come up with objective criteria for conveyance of future parcels
   a. 054234-2296 – Bay Estates Preserve – in front of boat lift
   b. 054234-2294 – Other side of boat lift
   c. 051638-0100 – Shell Cove

Things started to change after this exchange. Park Square currently reimburses
Alidade for the O&M for the properties in the Mirabay plaza. O&M costs Park
Square $23,000 annually. There is also the original bond which was just
refinanced as well as the seawall bond. The payoff for those bonds equates to
$850,000. Park Square went from they would pay off the bond to wanting the
CDD to pay off the bond. This is a change of $1.7M and was totally unacceptable.

Since I wouldn’t budge on this item, we decided to take the payments for the
Mirabay Plaza and the CDD acquiring the sales center off the table. Since this
wasn’t a time sensitive issue, I agreed to make this a phase 2 part of the
negotiations.

I then tried to get an agreement on the pickleball courts and exchange something
of value for this. We found a location at Landings Park for the pickleball courts. As
you look at Landings Park from the street, two pickleball courts would go next to
the parking lot between the parking lot and the Hillsborough County pump
station. The other two courts would go right of the parking lot between the water
and the parking lot. Park Square would contribute $200,000 towards the
pickleball courts and $50,000 towards the conversion of Outfitters into a Tiki Bar.
Park Square rendered drawings for the courts.

In exchange Park Square wanted conveyances of the lagoon and canal bottoms as
well as the conveyances listed above. There was concern on Park Square’s side
that the potential cost for the conveyances could be significant and they weren’t
willing to commit funds for the pickleball courts without knowing the cost of the
conveyances. I explained that to effect the conveyances they needed to pay the
money to bring the parcels into “good” condition. This is something completely separate from the pickleball courts.

A conference call was held on March 10th with Mike Eckert, Sarah Sandy, myself, Park Square’s attorney and Sang Lee. Park Square reiterated their previous requests and I said we would move our separate ways.

It should be noted that I believe that Sang Lee was negotiating in good faith and truly wants to do the right thing. I believe the reality is that the ownership of Park Square does not want to spend a penny that they legally do not need to spend.

My recommendation is that we move forward and pay for the pickleball courts ourselves. If the Board agrees we could do some of the prep work now. This would include determining a site and the number of pickleball courts. Currently the site at Landings Park could handle 4 pickleball courts. If we wanted to add a bathroom and lights, the cost would go up. We could also put 2 courts behind the tennis courts and we could tie into the existing electrical system for the lights.

I think we should put this on the agenda in April so everyone would have time to get resident input. We could then ask staff to get estimates, make a decision on which way we want to go, and budget accordingly.
To Supervisors and Staff  Date Feb 24, 2020
From Paul Curley
Subject Vesta Agreement

I would like this document added to the March agenda packet; however, I have issued it early to Staff, so my comments can be considered by Vesta and Counsel as you evaluate the need for a contract addendum.

If an addendum to the Vesta Agreement is added to the March agenda packet, I would appreciate Staff including a cover note in the agenda packet addressing the key points contained in this document.

**Background**
In this document, I wanted to highlight issues I believe Staff and Supervisors should consider as the Board evaluates whether to renegotiate the terms of our Agreement with Vesta outside of the competitive bidding process.

**Issues that should be considered**
- Our Amenity and Grounds Management RFP was a fixed fee RFP and Agreement
  - Reference my Oct 14, 2019 email to M. Eckert
  - Our prior contract with WTS was a pass through contract, i.e., employee costs were passed through to the District; there was no incentive for WTS to use Staff more efficiently.
- I do not believe the Board has the data or the expertise needed to evaluate whether a Service or Task requires 1, 2 or 3 FTEs (Full Time Equivalent) to fulfill the requirements outlined in the RFP or Agreement, and, yet, I wanted the Board to have confidence the Service or Task would be completed with excellence.
  - After discussing this issue with M. Eckert, the “Sufficiency” clause was added to the Agreement (Section 4.C.).
    - This clause requires the Contractor to affirm they will employ sufficient staff to deliver the specified Service.
- The RFP did not specify how many individuals must be employed, an overall budget or a budget for individual Tasks; rather, the RFP requested from each bidder “Complete pricing showing the total cost of providing the services, broken down as set forth on the following price proposal form.” (Section 1.D.).
  - In addition, the RFP encouraged proposers to suggest more efficient structures or utilization of employees.
• While the Vesta Agreement references in the Scope of Services specific staffing positions, in the introduction to the Scope of Services, the Agreement states the Contractor shall be “solely responsible for the means, manner and methods by which its duties, obligations … are met …” (Section 4).
• As you know from our discussions at Board meetings, e.g., playground mulch, I have encouraged Staff to place much of the “burden” of ensuring the District is complying with statutes and regulations on our vendors.
  o In our RFP and in our Agreement, you will note numerous references to obligating Vesta to comply with statutes and regulations.
• Since Supervisors are not subject matter experts, I believe we need to hire knowledgeable vendors who have demonstrated expertise in managing amenities similar to ours and being aware of and compliant with relevant regulations.
  o In several different Board meetings, Vesta has reaffirmed their knowledge and historical expertise with programs for children and adults, café management and pool slide monitoring
• The first two invoices submitted to the District by Vesta billed the District on a fixed fee basis for all Tasks, i.e., no billing based on time card submissions.
• If it is someone’s contention that a portion of the contract should be paid based on time card submissions:
  o What language in the RFP and the Agreement distinguishes the services provided as a fixed fee versus services that will be reimbursed based on time card submissions?
  o When other District Agreements with vendors allow hourly billing, e.g. our Landscape and District Manager Agreements, those Agreements spell out what services will be billed at an hourly rate as well as the hourly rate for each positions.
    ▪ The District’s contract with Vesta does not distinguish between fixed fee services and services billed at an hourly rate nor does our Agreement reference hourly rates for any position.
  o If we change the Agreement to make payments based on time card submissions, the Board once again place ourselves in the position of needing to oversee the effective use of employees.
    ▪ Recall the Board’s discussion at the February meeting, asking Vesta to ensure a pool monitor has alternative work, if it is raining and no one using the pool.
• In the RFP, “Event Planning Services” and “Swim Amenity Services” are distinct Tasks. In the Agreement, there are distinct payments for each of these Tasks.
I would suggest an addendum is warranted in the following situations:
  o The District modifies the scope of services
    ▪ As new households are added to the community, the District may decide to schedule more programs or expand the size of our current programs.
    ▪ The tennis program was not referenced in the RFP or the contract, even though the cost of the tennis pro and tennis maintenance was in the District’s budget. In this instance, the District revised the contract and pricing structure.
  o The contract is ambiguous in its wording
  o To correct an error in pricing, contract language or contractual requirements
  o The District and Contractor agree to modify the terms of the Agreement, e.g., move from a fixed fee contract to an hourly rate contract
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisors

From: Michael C. Eckert, HGS

Date: March 10, 2020

ISSUE: Consideration of First Addendum to Agreement with Vesta Property Services, Inc. (“Addendum”)

ANALYSIS/INFORMATION: Vesta began its Amenity Management services in January, 2020. Since that time, various questions have arisen regarding the operational and accounting provisions in the Agreement Between Harbor Bay Community Development District and Vesta Property Services, Inc. for Amenity Center Management Services and Grounds Maintenance Management Services. To resolve these questions, District Counsel has worked with Vesta to develop the Addendum. Below is a summary of the changes / clarifications of the Agreement encapsulated in the draft Addendum.

Addendum Section 2
- Removes $97,645 from Agreement for Pool Attendants
  - Clarifies compensation for pool attendants and lifeguards will be based on hours actually worked at $15.75 per hour and provides a not-to-exceed amount of $54,715.50 based on 3,474 total hours
  - Provides a not-to-exceed amount of $5,824 for pool attendants providing food and beverage services poolside based on 364 hours
  - Provides for monthly reporting and invoicing requirements to back up hourly charges

Addendum Section 3
- Provides the District will receive 100% of the Revenues from Children’s Programs
  - Instead of revenue sharing, provides that Vesta will be paid based on hours actually worked by program attendants for Children’s Programs at $16.00 per hour and provides a not-to-exceed amount of $50,928 based on 3,183 hours
  - Instead of revenue sharing, provides that Vesta will be paid based on hours actually worked by program attendants for adult programs and events at $16.00 per hour and provides a not-to-exceed amount of $2,880 based on 180 hours
  - Provides the District shall receive 30% of revenues generated by recreation instruction provided by Vesta
Addendum Section 4  - Provides clarity as to invoices for food and beverage operations
  - Provides the District shall be responsible for operating deficits for food and beverage operations, and shall receive any operating surpluses
  - Provides for Board oversight of significant food and beverage pricing changes

EXPECTED COMPLETION DATE:  N/A - Annual Contract

BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC): District Counsel defers to the District Manager and Vesta to determine and advise on budget implications. The Addendum deletes $97,645 earmarked for pool attendants from the Agreement with Vesta and replaces it with not-to-exceed amounts totaling $114,343 for both pool and program attendants. This increase is offset by the fact that the District would now receive 100% of the revenues from Children’s Programs and 30% of the revenue from all classes and lessons regardless of whether offered by Vesta or its subcontractor. Whether this offset is partial or total is a matter for the District Manager and Vesta to project. It is also clarified the District would be responsible for any deficits for food and beverage operations and the District would receive any surpluses.

DECISION TO BE MADE:  A) Approve Addendum as Presented;
  B) Direct Staff to Revise Addendum and Approve; or
  C) Take No Action.

ATTACHMENTS:  1) FIRST ADDENDUM TO AGREEMENT BETWEEN HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR AMENITY CENTER MANAGEMENT SERVICES AND GROUNDS MAINTENANCE MANAGEMENT SERVICES
  2) MEMORANDUM FROM VESTA
FIRST ADDENDUM TO AGREEMENT BETWEEN HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR AMENITY CENTER MANAGEMENT SERVICES AND GROUNDS MAINTENANCE MANAGEMENT SERVICES

THIS FIRST ADDENDUM (the “Addendum”), dated March ______, 2020, modifies the compensation structure for certain services outlined in that certain Agreement Between Harbor Bay Community Development District and Vesta Property Services, Inc. for Amenity Center Management Services and Grounds Maintenance Management Services, dated November 21, 2019 (the “Agreement”), as amended from time to time, by and between:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, with a mailing address of 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the “District”); and

VESTA PROPERTY SERVICES, INC., a Florida corporation, with a mailing address of 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32204 (“Contractor” and, together with the District, the “Parties”).

WHEREAS, the Agreement has been in effect for approximately four months and various issues have arisen regarding interpretation of the Agreement as well as its administration; and

WHEREAS, a new pool safety plan has been adopted by the District which imposes additional pool staffing requirements not previously anticipated; and

WHEREAS, the Parties desire to modify the revenue and expense treatment under the Agreement for Recreation Programming (defined below);

WHEREAS, instead of the District receiving a percentage of the revenues for after-school children’s recreation programs and summer children’s recreation programs (collectively “Children’s Programs”), the Parties desire that the District will receive one hundred percent of the revenues from Children’s Programs; and

WHEREAS, instead of the Contractor receiving a percentage of the revenues for Children’s Programs, the Parties desire that the Contractor will be paid an hourly rate for staffing the Children’s Programs; and

WHEREAS, the Parties desire to establish a split of revenues for known Recreation Programming and provide a process for establishing revenue splits for future, different types of Recreation Programming; and

WHEREAS, the Parties desire to clarify certain operational and accounting matters related to food and beverage operations.
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINED TERMS. All definitions and capitalized terms shall have the same meanings as in the Agreement unless otherwise defined herein.

2. MODIFIED COMPENSATION STRUCTURE FOR POOL ATTENDANTS / LIFEGUARDS – TASK 3. The annual compensation amounts contained in Section 5.A. of the Agreement for “Task 3 – Swim Amenities” are hereby removed from the Agreement. Instead, compensation for pool attendants and lifeguards shall be paid to Contractor based on hours actually worked. The hourly rate to be paid by the District to Contractor for pool attendants and lifeguards shall be fifteen dollars and seventy-five cents ($15.75), not to exceed fifty-four thousand, seven hundred fifteen dollars and fifty cents ($54,715.50) per year based on three thousand, four hundred seventy-four (3,474) hours anticipated to be worked. In addition, the hourly rate to be paid by the District to Contractor for pool attendants providing poolside food and beverage service shall be sixteen dollars ($16.00), not to exceed five thousand, eight hundred twenty-four dollars ($5,824.00) per year based on three hundred sixty-four (364) hours anticipated to be worked. Each monthly invoice submitted by Contractor shall separately identify the number of hours actually worked and the charges for the hourly work in the preceding month. No portion of this not-to-exceed amount shall be attributable to program attendants or any other tasks or services. This change shall be retroactive to the date of the Agreement. The Parties shall work together to perform any necessary accounting as a result of this change.

3. MODIFIED COMPENSATION STRUCTURE FOR RECREATION PROGRAMMING – Section 8 of the Agreement is hereby replaced in its entirety with the following:

8. RECREATION PROGRAMMING REVENUES; SUBCONTRACTORS.

   A. Recreation, sports and other programs such as tennis lessons, fitness activities, and/or aquatic lessons (“Recreation Programming”) shall be reasonably priced, with the objective of maximizing Patron participation.

   B. Contractor shall provide Children’s Programs. Recreation Programming shall include all Children’s Activities (as defined in Exhibit A, Task 2), except for Children’s Programs. Recreational Programming shall also include special event staffing. With the exception of staffing and management costs, the out-of-pocket expenses associated with a special event shall be borne by the District. Contractor shall not hire a Subcontractor to run the Children’s Programs absent prior Board approval. Contractor shall not receive any percentage of the revenues derived from the Children’s Programs. One hundred percent (100%) of the revenues from the Children’s Programs shall be remitted to the District. Contractor’s sole compensation for providing the Children’s Programs shall be payment by the District for program attendants at an hourly rate of sixteen dollars ($16.00), not to exceed fifty thousand, nine hundred twenty-eight dollars ($50,928.00) per year based on three thousand, one hundred eighty-three (3,183) hours anticipated to be worked. In addition, the hourly rate to be paid by
the District to Contractor for program attendants for adult programs and events shall be sixteen dollars ($16.00), not to exceed two thousand, eight hundred eighty dollars ($2,880.00) per year based on ninety (180) hours anticipated to be worked. Each monthly invoice submitted by Contractor shall separately identify the number of hours actually worked and the charges for the hourly work in the preceding month. No portion of this not-to-exceed amount shall be attributable to pool attendants, lifeguards or any other tasks or services. This change shall be retroactive to the date of the Agreement. The Parties shall work together to perform any necessary accounting as a result of this change.

C. Contractor may offer instruction directly by Contractor’s staff for the District’s Recreation Programming (excluding Children’s Programs) in exchange for a share of the program revenues upon approval by the District’s Board of Supervisors in accordance with District rules and policies. The participants of these programs shall be charged directly by Contractor for such Recreation Programming. Unless otherwise approved by the Board, the participants of these programs shall be charged directly by Contractor for such Recreation Programming, with thirty percent (30%) of all program revenues remitted to the District and seventy percent (70%) to the Contractors. Contractor shall report revenue sharing and remit payment to the District on a quarterly basis, within ten (10) days after the end of each quarter period ending on March 31, June 30, September 30 and December 31. This change shall be retroactive to the date of the Agreement. The Parties shall work together to perform any necessary accounting as a result of this change.

D. The District understands that Contractor may subcontract with contractors (“Subcontractors”) from time to time and in connection with provision of the Recreation Programming. Unless otherwise approved by the Board, the participants of these programs shall be charged directly by Contractor for such Recreation Programming, with thirty percent (30%) of all program revenues remitted to the District and seventy percent (70%) to the Subcontractors. Contractor shall report revenue sharing and remit payment to the District on a quarterly basis, within ten (10) days after the end of each quarter period ending on March 31, June 30, September 30 and December 31. Notwithstanding anything to the contrary herein, Contractor shall be responsible for all acts or omissions of any Subcontractor retained by Contractor pursuant to the terms of the Agreement, to the same extent as Contractor is responsible for its own acts or omissions. In the event that Contractor desires to subcontract for Recreation Programming, Contractor shall ensure that a contract, in the form attached hereto as Exhibit D, is executed and in force between Contractor and any Subcontractor. Further, the District reserves the right to require Contractor to replace any Subcontractor for cause, provided however that the District first provides Contractor with a reasonable opportunity to cure (not to exceed 30 days).

E. Should the District determine that the cost of a program(s) offered by the Contractor is too expensive, the District shall have the option to inform
Contractor in writing that the District is reducing the percentage of program revenues to be paid to the District, and Contractor shall reduce the cost of the programming charged to residents by an amount equal to the total amount being waived by the District.

4. **Clarification of Operation and Accounting for Task 4 – Food and Beverage Operations; Alcohol Sales and Liquor License.** Invoices for supplies and inventory related to food and beverage operations shall be issued to “Harbor Bay CDD c/o Vesta Property Services, Inc.” and shall be addressed to 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32204. These invoices will be paid by Contractor on behalf of the District. To the extent there is a deficit in food and beverage operations in a month, Vesta shall seek reimbursement from the District for such deficit advanced by Vesta. To the extent there is a surplus in food and beverage operations in a month, Vesta shall pay such surplus to the District. The formula for determining whether a deficit or surplus has occurred shall be the gross revenues of the food and beverage operations minus the expenses of the food and beverage operations. The costs of staffing the food and beverage operations shall not be included in this calculation. Contractor shall undergo training on the coding of the invoices and revenues as required by the District’s manager. Contractor shall provide the detail of revenues and expenses for food and beverage operations as required by the District’s manager, and in the format required by the District’s manager.

The Contractor shall have the authority to adjust food and beverage item pricing within twenty-five percent (25%) of the pricing in effect on March 1, 2020. If Contractor desires to adjust a food and beverage item pricing more than twenty-five percent (25%), Contractor shall bring the proposed price adjustment to the attention of the Board at a public meeting for the Board’s advice and consent.

5. **Final Agreement.** This Addendum, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the compensation for “Task 3 – Swim Amenities” under sections 4 and 5 of the Agreement, the compensation for Recreation Programming and Children’s Programs under section 8 of the Agreement, and the operation and accounting for “Task 4 – Food and Beverage Operations; Alcohol Sales and Liquor License” under section 4 of the Agreement. Except as expressly amended herein, the Agreement shall remain unchanged and in full force and effect, and the Parties hereby ratify and confirm all terms of the Agreement as modified herein. The terms of the Agreement shall govern the terms of this Addendum, except this Addendum shall control to the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement.

6. **Effective Date.** This Addendum shall have an effective date as of the day and year first written above.

**In Witness Whereof,** the Parties execute this Addendum on the day and year first written above.

**Harbor Bay Community Development District**
Witness

Chairperson, Board of Supervisors

VESTA PROPERTY SERVICES INC.,
a Florida for profit corporation

Witness

By:
Its:
The following information is Vesta’s recounting of what was (1) requested by the District through its RFPs for Amenity Management and Grounds Maintenance Management Services; (2) Proposed by Vesta in our written Proposal in response to the RFPs; and (3) stated in our written Contract with the District. The most pertinent information regards our recent discussion with the Board regarding a provision of “pool attendants” (referred to in “Task 3 – Swim Amenities” of the RFP, Proposal, and Contract) to staff the District’s water slide in fulfillment of pool safety guidelines recently communicated to District Staff and whether our Contract funds this service as well as the provision of “program attendants” to carry out the District’s various recreational programs and events.

The information that follows this initial, two-page summary of our request to amend our agreement, under the heading of “Background Details,” shows a great deal of consistency between the District’s RFPs, Vesta’s Proposal, and our Contract in terms of the staffing levels and positions that were agreed to by both parties, and yet there was a “gray area” or “gap” between what was laid out in the RFP, what was shown in the District’s Budget, what was Proposed and agreed to by Vesta in our Contract, and what had actually been provided by WTS in the past and was expected to be provided for the District in the future regarding Recreation Programs/Activities. More specifically:

I. There is consistency/uniformity regarding the provision of “pool attendants” under “Task 3” such that our contract adequately funds the provision of such staff for the water slide.

II. However, there is an omission of references in the RFP, Vesta’s Proposal, or the Contract to staff the District’s programs. (There is a reference under “Task 2 – Event Planning Services” for Vesta to plan, administer and coordinate programs for the residents.)

III. While the Pricing section of the RFP requested that the proposer’s information include “Complete pricing showing the total cost of providing the services, broken down as set forth on the following price proposal form,” Vesta’s position is that the RFP’s detailed scope-of-work section requested that the proposer state the “Staffing Level and Positions” associated with fulfilling these various services. This is why Vesta not only listed this information in our Proposal (as reproduced below under “Background Details”) but also provided a one-page list of the “On-Site Personnel” which included their Position Titles (also reproduced below under “Background Details.”) These positions (and only these positions) then were incorporated into our Contract (Page 4) (again, as reproduced below under “Background Details.”)

IV. The District’s ’19-’20 Budget that was available during the RFP process included a reference to “Pool Attendants” gross wages = $75,482. There was no reference to “Program Attendants” in the Budget at that time. Vesta believed that the RFP’s “Task 3 – Swim Amenities” referred to this line item of “Pool Attendants” and submitted our Proposal accordingly (showing “Annual Gross Compensation” of $73,975 for “Pool Attendants” and a “Total Management Fee” of $97,645.)

V. Vesta agrees that in retrospect both the Board’s and Vesta’s intention was to enter into a “fixed-price contract” rather than the previous approach of “pass-through costs” plus a flat management fee. As shown by some of the “Background Details” below, Vesta attempted in good faith to be very transparent regarding both our analysis and understanding of the District’s Budget as well as spelling out the Staffing Levels and Positions of our Proposal (including providing specific information on our staff’s compensation, though this was not required by the RFPs.) However, we specifically stated at least one exception to the “fixed-price” approach by excluding the provision of program instructors.
in our fixed management/staffing fee, due to our being able to clearly identify the District’s “70/30 revenue split” with certain instructors in the Budget but it not being described clearly in the RFP (this is described in Section 8 of the Contract, “Recreation Programming Revenues; Subcontractor.”

VI. Subsequent to the Board’s decision to award Vesta the contracts, we received from WTS and Supervisor Lockom the 2019-2020 Budget that included the following information shown below:

<table>
<thead>
<tr>
<th>PAYROLL: ACTIVITIES/PROGRAMS</th>
<th>735</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTIVITIES STAFF</td>
<td>$35,833</td>
</tr>
<tr>
<td>PROGRAM SPECIALIST</td>
<td>$15,600</td>
</tr>
<tr>
<td>BASKETBALL MONITORING STAFF</td>
<td>$4,944</td>
</tr>
<tr>
<td>POOL MONITORING STAFF</td>
<td>$18,640</td>
</tr>
<tr>
<td><strong>TOTAL ACTIVITIES WAGES</strong></td>
<td><strong>$75,482</strong></td>
</tr>
</tbody>
</table>

As confirmed by Supervisor Lockom, the Budget provides for a total of 3,183 labor-hours for “Program Attendants” (to staff children’s programs such as the afterschool program and summer camp) and 2,013 hours for “Pool Attendants” = 5,186 total labor-hours by the Programs/Activities staff. As previously perceived by at least some Board Supervisors, these hours and associated costs are sufficiently covered by “Task 3 – Swim Amenities” within our existing contract with the District.

VII. On Feb. 20, the Board approved a Not-To-Exceed amount of $41,111 for staffing the water slide through Sept. 30, 2020. This amount, plus an estimated $5,000 to staff the water slide from Oct. – Dec. of 2020, = a total of $46,111 for Year 1 (essentially 10 months) for staffing the water slide.

In our view, the issue at the heart of Vesta’s request to amend our agreement is: The 6,100 total hours for our contracted “Swim Amenities” fee of $97,645 is insufficient to cover 7,201 hours as follows:

A. **Pool Attendants/Lifeguards:**
   1. Staffing of water slide by Lifeguards: 2,928 total hrs. (for 10 months) x $15.75/hr. = $46,111
   2. Staffing by a Pool Monitor at the entrance gate to enforce pool policies: 13 wks. in summer, 7 days/wk. from 11 – 5 pm, = 546 total hrs. x $15.75/hr. = $8,599.50
   3. Staffing to provide poolside F & B service for residents by a “Pool Attendant;” 13 wks. in summer, 7 days/wk. from 12 – 4 pm, = 364 total hrs. x $16/hr. = $5,824.00
      • The NTE amount now for **Pool Attendants/Lifeguards** = $60,539.50

B. **Program Attendants:**
   1. Staffing of children’s programs: 3,183 hrs./yr. x $16/hr. = $50,928.00
   2. Staffing of adult events: 15 hrs./month = 180 total hrs./yr. x $16/hr. = $2,880.00
      • The NTE amount now for **Program Attendants** = $53,808.00

The **Total NTE costs = $114,347.50** ($60,539.50 + $53,808) vs. **$97,645 currently in our contract.**

So, Vesta’s request for an additional, total Not-To-Exceed amount for our contract is **$16,702.50.**
**Background Details**

I. **From Vesta’s Cover Letter of our Proposal:**

In our further effort to be as detailed and transparent as possible, our material concludes with a one-page table showing the on-site personnel’s gross wages, the associated total costs to the District, and the expected workhours for each of the positions within our proposed staffing structure. We follow that with a one-page comparison of our proposed costs to the District vs. the relevant expenses within your 2020 budget. Vesta is also providing an Alternate Proposal that could combine some management functions and reduce our management fee, but at a somewhat-reduced level of service to the District.

We would like to emphasize that our Proposals are based upon (1) our desire to generally maintain the District’s current, on-site, hourly staffing positions (as we currently understand them and at least during an initial period of transition and acclimation), and (2) our overriding, joint commitment to enable the District to be managed and function much more effectively, efficiently and productively.

II. **From Vesta’s Proposal** *(The RFP was organized by “Tasks,” Scope of Work, and “Proposed Staffing Level and Positions;” below are the lists of Tasks and Vesta’s Proposed Staffing Levels and Positions.)*

**Task 1 – AMENITIES MANAGEMENT AND STAFFING**

A. **General Manager.**

**Proposed Staffing Level and Positions:** One (1) Vesta associate shall be employed as a full-time, salaried, year-round individual to fulfill the General Manager scope-of-work and requirements shown above.

B. **Amenities Management.**

**Proposed Staffing Level and Positions:** Multiple Vesta associates shall be employed to handle the Amenities Management scope-of-work and requirements outlined above. These primarily would consist of the following positions:

- Resident Services Manager – one (1) full-time, salaried, year-round individual
- Administrative Personnel – one (1) full-time, hourly, year-round individual
- Reception/Guest Services Personnel – three (3), hourly, year-round individuals

**Task 2 – EVENT PLANNING SERVICES**

**Proposed Staffing Level and Positions:** Vesta is proposing that its one (1), full-time, on-site Resident Services Manager listed above fulfill this scope-of-service.
**Task 3 – SWIM AMENITIES SERVICES**

Vesta shall oversee the management of the District’s swimming amenities (e.g., the swimming pools, slide, etc.) (together, “Swim Amenities”), including the following:

**Proposed Staffing Level and Positions:** A staff of multiple “Pool Attendants” shall be employed to fulfill the Swim Amenities Services scope-of-work outlined above. This shall consist of some combination of full-time and part-time, hourly associates whose schedules shall align with the pool season(s). With over $80,000 currently budgeted for FY 2019-2020, this will likely require a staffing level of 8 - 10 Vesta associates over the course of the year.

**Task 4 – FOOD & BEVERAGE OPERATIONS; ALCOHOL SALES & LIQUOR LICENSE**

**Proposed Staffing Level and Positions:** Based upon the Budgeted sales of the District’s café, Vesta is proposing an F & B staff of essentially three positions: a lead cook and two attendants (one full-time and one part-time.) All of these would be hourly, year-round positions (unless the café closes during the off-season, in which case these costs would be lowered accordingly.)

**Task 5 – JANITORIAL SERVICES**

**Proposed Staffing Level and Positions:** One (1) Vesta associate shall be employed part-time, year-round to handle the janitorial services scope of work outlined above.

**Task 6 – POOL MAINTENANCE SERVICES**

**Proposed Staffing Level and Positions:** One (1) Vesta associate shall be employed year-round to handle the pool maintenance scope of work outlined above. Typically, Vesta combines this task with other on-site maintenance duties within the one position, in order to maximize operating efficiency for the District and enhance the operating performance by Vesta by having this individual in position to immediately respond to the most pressing issue of the day or hour, whether that be dealing with the pools, tennis courts, fitness equipment, playground, or other amenities.

**GROUNDS MAINTENANCE MANAGEMENT SERVICES**

**Proposed Staffing Level and Positions:** Vesta’s Organizational Chart for the combined Amenity Management and Grounds Maintenance Management services shows the position of “Operations Manager.” This individual is one (1) of 3 FTE’s and would be a full-time, year-round position. Vesta would utilize the Operations Manager (plus one (1) full-time Maintenance Tech; approximately 34% of a Maintenance Tech 2 position (the other 66% would be devoted to Pool Maintenance; our Pricing Form reflects this allocation); and a third, part-time Maintenance Tech to continue coverage for maintenance needs on the weekends) to oversee and manage not only common areas maintenance but also the maintenance and repairs of the District’s amenity facilities.
## HARBOR BAY CDD AMENITY & GROUNDS MAINTENANCE MANAGEMENT
### (Year 1) ON-SITE PERSONNEL* COMPENSATION & VESTA MGMT. FEE

<table>
<thead>
<tr>
<th>POSITION by TITLE</th>
<th>ANNUALIZED EXPECTED GROSS COMPENSATION</th>
<th>MARK-UP = 32%**</th>
<th>TOTAL MGT. FEE</th>
<th>EXPECTED WORK HRS. / WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager</td>
<td>$83,500</td>
<td></td>
<td>$110,220</td>
<td>40+</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>63,000</td>
<td></td>
<td>83,160</td>
<td>40+</td>
</tr>
<tr>
<td>Resident Services Mgr.</td>
<td>44,000</td>
<td></td>
<td>58,080</td>
<td>40</td>
</tr>
<tr>
<td>Maintenance Tech. 1</td>
<td>36,000</td>
<td></td>
<td>47,520</td>
<td>40</td>
</tr>
<tr>
<td>Maintenance Tech. 2</td>
<td>33,300</td>
<td></td>
<td>43,955</td>
<td>40</td>
</tr>
<tr>
<td>Maintenance Tech 3</td>
<td>12,480</td>
<td></td>
<td>16,475</td>
<td>16</td>
</tr>
<tr>
<td>Reception / Resident Services 1</td>
<td>27,040</td>
<td></td>
<td>35,695</td>
<td>40</td>
</tr>
<tr>
<td>Reception / Resident Services 2</td>
<td>19,500</td>
<td></td>
<td>25,740</td>
<td>30</td>
</tr>
<tr>
<td>Reception / Resident Services 3</td>
<td>9,985</td>
<td></td>
<td>13,180</td>
<td>16</td>
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<tr>
<td>Administrative</td>
<td>19,970</td>
<td></td>
<td>26,360</td>
<td>24</td>
</tr>
<tr>
<td>Café Attendant 1</td>
<td>20,930</td>
<td></td>
<td>27,630</td>
<td>35</td>
</tr>
<tr>
<td>Café Attendant 2</td>
<td>10,920</td>
<td></td>
<td>14,415</td>
<td>20</td>
</tr>
<tr>
<td>Café Cook</td>
<td>33,280</td>
<td></td>
<td>43,930</td>
<td>40</td>
</tr>
<tr>
<td>Janitorial/Cleaning Staff</td>
<td>20,380</td>
<td></td>
<td>26,900</td>
<td>28</td>
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<tr>
<td><strong>Pool Attendants</strong></td>
<td><strong>73,975</strong></td>
<td></td>
<td><strong>97,645</strong></td>
<td>Varies by Season</td>
</tr>
<tr>
<td>Outfitters Attendant</td>
<td>3,000</td>
<td></td>
<td>3,960</td>
<td>TBD</td>
</tr>
</tbody>
</table>

*Excl. Commission-based Personnel (aquatics, fitness, tennis)

**Incl. payroll taxes, benefits, workers comp., payroll processing & HR support, etc., and Vesta’s Mgmt. Fee.

| Total = $511,260                     | Total = $674,865                     |

### NOTE 1: As part of this Proposal, Vesta is willing to maintain the District’s current Scope and Schedule of Compensation/Revenue-Sharing related to Lessons, Activities and/or Programs. Examples include Fitness Classes, Yoga Instruction, Tennis Instruction, and Swim Instruction.

### NOTE 2: Vesta will be happy to modify the proposed positions, expected work-hours per week, and associated costs shown above if we’ve misunderstood the proposed Budget or misjudged the District’s needs currently or in the coming year(s). (See analysis below.)
<table>
<thead>
<tr>
<th>Vesta Position Title</th>
<th>CDD Budget</th>
<th>RFP Task</th>
<th>RFP Scope</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager</td>
<td>$103,008</td>
<td>1a</td>
<td>Mgmt. &amp; Staffing</td>
<td>$110,220</td>
</tr>
<tr>
<td>Operations Manager</td>
<td></td>
<td></td>
<td>Grounds Maint. Mgt.</td>
<td></td>
</tr>
<tr>
<td>Resident Services Mgr.</td>
<td></td>
<td>GMM</td>
<td>Grounds Maint. Mgt.</td>
<td></td>
</tr>
<tr>
<td>Maintenance Tech. 1</td>
<td>$86,832</td>
<td>6</td>
<td>Pool Maint. Svcs.</td>
<td>47,520</td>
</tr>
<tr>
<td>Maintenance Tech. 2</td>
<td></td>
<td></td>
<td>Grounds Maint. Mgt.</td>
<td>43,955</td>
</tr>
<tr>
<td>Maintenance Tech. 3</td>
<td></td>
<td></td>
<td></td>
<td>16,475</td>
</tr>
<tr>
<td>Administrative</td>
<td>20,628</td>
<td>1b</td>
<td>Amenities Mgt.</td>
<td>26,360</td>
</tr>
<tr>
<td>Reception/Resident Svcs. 1, 2 &amp; 3</td>
<td>66,732</td>
<td>1b</td>
<td>Amenities Mgt.</td>
<td>74,615</td>
</tr>
<tr>
<td>Janitorial Staff</td>
<td>5</td>
<td></td>
<td>Janitorial Svcs.</td>
<td>26,900</td>
</tr>
<tr>
<td>Outfitters Attendant</td>
<td>3,080</td>
<td>1b</td>
<td>Amenities Mgt.</td>
<td>3,960</td>
</tr>
<tr>
<td>Café Cook</td>
<td>79,994</td>
<td>4</td>
<td>Food &amp; Bev.</td>
<td>43,930</td>
</tr>
<tr>
<td>Café Attendant 1</td>
<td>5</td>
<td></td>
<td>Food &amp; Bev.</td>
<td>27,630</td>
</tr>
<tr>
<td>Café Attendant 2</td>
<td>4</td>
<td></td>
<td>Food &amp; Bev.</td>
<td>14,415</td>
</tr>
<tr>
<td><strong>Pool Attendants</strong></td>
<td>75,482</td>
<td>3</td>
<td>Swim Amenities</td>
<td>97,645</td>
</tr>
</tbody>
</table>

**TOTAL ESTM. CDD BUDGETED**

GROSS WAGES: $435,756

**Vesta Mgt. Fee:** $674,865

**NOTES:**

**Pool Maintenance Budget** Assume Pool Operation. & Maint. Budget includes labor & pool chemicals. $33,400

**CDD Budget Includes:**

Payroll taxes, payroll HR admin. support, benefits, & Work Comp. **Total =** $131,850

**CDD Budget Includes:**

Uniforms, Employee Recog., & Cellular Phones **Total =** $2,200

**WTS Amenity Mgmt. Fee:**

$36,000 + $9,000 **Total =** $45,000

**Rizzetta/Grounds Maint. Mgmt.**

"Field Services" = $6,500

+ Sub-Total ESTM. GROSS WAGES: $435,756

**TOT. ESTM. BUDGETED EXP.:** $654,706

**TOT. VESTA PROPOSED EXP.:** $696,865

*Yr. 1 Vesta Fee of $674,865 Includes:*

On-site staff’s gross wages, payroll taxes & HR admin. support, benefits, Workers Comp., utility costs of overhead, Sr. Mgt. oversight & support, etc.
III. *From our Contract with the District:*

4. **Scope of Services.**

A. **Management.** Contractor shall provide the following three (3) full-time, salaried, onsite managers who shall be responsible for the general management and operation of the Amenity Facilities and Common Areas:

i. *General Manager.* The General Manager shall generally oversee all facets of the Amenity Facilities and Common Areas management and operation;

ii. *Resident Services Manager.* The Resident Services Manager shall generally support and assist General Manager in carrying out day-to-day responsibilities, with a focus on all matters that directly relate to the residents’ lifestyle experience in MiraBay;

iii. *Operations Manager.* The Operations Manager shall generally oversee maintenance, repair, and replacement of the Amenity Facilities and the Common Areas, including oversight of and coordination with other District contractors, vendors, and/or service providers.

B. **Staffing.** Contractor shall provide the following onsite staffing:

i. *Administrative Personnel.* Contractor shall provide one full-time, hourly, year-round individual to perform administrative tasks.

ii. *Reception/Guest Services Personnel.* Contractor shall provide three hourly, year-round individuals to perform reception/guest services-related tasks.

iii. *Pool Attendants/Lifeguards.* Contractor shall provide multiple (likely between eight to ten over the course of a year) full-time and part-time, hourly associates whose schedules shall align with the pool season(s).

iv. *Lead Cook and Food Attendants.* Contractor shall provide three individuals (one lead cook and two attendants, one full-time and one part-time) to perform food and beverage services.

v. *Janitorial Personnel.* Contractor shall provide one part-time, year-round individual to perform the janitorial services.

vi. *Maintenance Technicians.* Contractor shall provide three maintenance technicians (two full-time, year-round; one part-time) individuals to assist the Operations Manager with maintaining the Amenity Facilities and the Common Areas. One of the two full-time maintenance technicians will devote full-time hours to pool maintenance during the pool on-season, and during the off-season will devote available capacity to other maintenance-related tasks and projects.
C. **Sufficiency.** By entering into this Agreement, Contractor affirms staff positions identified in this Section shall be sufficient to provide the District the maximum benefit of the Services. If the District determines, in its sole discretion, that Contractor is unable to deliver the Services at a high quality due to insufficient management and/or staffing, the District may request Contractor propose modifications to its staffing or terminate this Agreement with cause as provided in Section 12 herein. At any time during the term of this Agreement, if Contractor believes a different management and staffing structure would be more beneficial to the District, Contractor may propose such changes to the District.

5. **COMPENSATION; TERM.** Contractor shall be compensated for providing the Services described in **Exhibits A** and **B** in accordance with the following terms:

A. **Fee Schedule:**

<table>
<thead>
<tr>
<th>Standard Service Description</th>
<th>Annual Fee1</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Amenity Center Management Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Task 1 – Management and Staffing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. General Manager</td>
<td></td>
<td>$110,220</td>
<td>$112,425</td>
<td>$114,675</td>
<td>$117,540</td>
<td>$121,065</td>
</tr>
<tr>
<td>b. Amenities Management</td>
<td></td>
<td>$133,975</td>
<td>$136,655</td>
<td>$139,390</td>
<td>$142,875</td>
<td>$147,160</td>
</tr>
<tr>
<td>iii. Task 3 – Swim Amenities Services</td>
<td>$97,645</td>
<td>$99,600</td>
<td>$101,590</td>
<td>$104,130</td>
<td>$107,255</td>
<td></td>
</tr>
<tr>
<td>iv. Task 4 – Food &amp; Beverage Operations; Alcohol Sales; Liquor License</td>
<td>$85,975</td>
<td>$87,695</td>
<td>$89,450</td>
<td>$91,685</td>
<td>$94,435</td>
<td></td>
</tr>
<tr>
<td>v. Task 5 – Janitorial Services</td>
<td>$26,900</td>
<td>$27,440</td>
<td>$27,990</td>
<td>$28,690</td>
<td>$29,550</td>
<td></td>
</tr>
<tr>
<td>B. Grounds Maintenance Management Services2</td>
<td>$161,660</td>
<td>$164,895</td>
<td>$168,195</td>
<td>$172,400</td>
<td>$177,570</td>
<td></td>
</tr>
</tbody>
</table>

---

1 The Initial Term shall be billed pursuant to the fees provided for Year 1. Any Additional Terms shall be billed pursuant to the fees provided for Years 2 through Year 5, unless otherwise agreed to by the Parties as provided for in the Agreement.

2 These Grounds Maintenance Management Services fees include one (1) full-time Operations Manager, one (1) full-time Maintenance Tech 1, 33% of a second, full-time Maintenance Tech 2, and one (1) part-time (weekends-only) Maintenance Tech. Contractor will allocate the balance (67%) of the total cost of the Maintenance Tech 2 to the Pool Maintenance Services.
8. **Recreation Programming Revenues; Subcontractors.**

Recreation, sports and other programs such as tennis lessons, fitness activities, and/or aquatic lessons ("Recreation Programming") shall be reasonably priced, with the objective of maximizing Patron participation. The District understands that Contractor may subcontract with contractors ("Subcontractors") from time to time and in connection with provision of the Recreation Programming. The participants of these programs shall be charged directly by Contractor for such Recreation Programming, with thirty percent (30%) of all program net revenues remitted to the District and seventy percent (70%) to the Subcontractors.
The intersection or summary of the District’s RFP, Vesta’s contract, and the submitted Addendum is this:

1. It was the District’s intention to utilize its RFP to enter into a “fixed-price” contract for its amenity management (and grounds maintenance management) services. Vesta fully embraced in our Proposal this intent as well, as this is our standard practice and contract structure with other districts.

2. Great effort went into developing a clear, detailed and thorough RFP (likewise our Proposal), but the RFP overlooked providing a clear description of operating/staffing the District’s programs. This aspect was not listed as one of the “Tasks” in the RFP; the closest thing to program staffing was “Task 2, Event Planning Services.”

3. Several weeks after Vesta’s Proposal was accepted by the Board, we received more detailed O & M Budget information from Supervisor Lockom and WTS. This provided our first insight into the fact that either our contract’s “Task 3, Swim Amenities,” should have been better described in the RFP to include not only the staffing of the pool by Pool Attendants but also the staffing of resident programs by Program Attendants, or else our contract’s “Task 2, Event Planning Services” should have better addressed the need to include programs staff to carry out daily and seasonal activities and programs.

4. If not subsequently required to also staff the District’s water slide with two additional staff members, Vesta could have fulfilled the original scope-of-service for both Pool Attendants and Program Attendants within the amount originally stated in our proposal and now in our contract.

5. Vesta and District Counsel believe that the best way to (a) fulfill the desire for a “fixed-price” agreement for the vast majority of our contracted scope of work and (b) have the more “variable” component of providing pool and program staff that typically vary by season, etc., “capped” by a NTE authorization, and invoiced according to actual labor-hours provided by Vesta, is with this Addendum.

The following “Q & A” will provide more background and explain further details involved in this matter:

• Do you believe the contract does not define District events or programs, staffing for events or programs or both?

   In Vesta’s view, that is correct. The one reference to this scope of work is “Task 2, Event Planning Services.” (None of the other Tasks contain any reference to “events or programs,” staffing or otherwise.) The contract includes a list of Definitions beginning on Page 2; there is a reference to “Program Expenses” which “means the expenses associated with providing the various activities, events, and programs for patrons, as outlined in the O & M Budget.”

   The “Scope of Services” that are listed on Pages 3 – 5 are mostly defined in terms of Staffing positions listed on Page 4 (see further details below), along with incorporating our Proposal as Exhibits to the contract. There does not appear to be a definition or reference to “staffing for events or programs, or both” in the contract, as part of this question is worded.

   On Page 6 of the contract, it states that “The District will be responsible for all Operations Expenses and Programs Expenses and, except as otherwise provided herein for petty cash purchases, the District Manager shall directly pay vendors for such Operations Expenses and Programs Expenses.” The only other reference to “Programs” that we can clearly identify is on Page 8, entitled “Recreation Programming Revenues; Subcontractors,” which is mostly about the manner by which the revenue from certain programs is to be collected and disbursed.
• Do you believe the **contract** (a) mandates specific staffing levels and (b) was done in an **incomplete** manner?

(a) Yes, since the RFP requested a statement of “specific staffing levels” for each “Task” listed in the RFP, and then our contract specifically incorporated our proposed staffing levels (and only those staffing levels) on Page 4 (the “Contractor shall provide the following onsite staffing”) and then lists each of the positions and staffing levels (number of personnel for each position) that we proposed in response to the RFP.

(b) Page 4 lists “Pool Attendants/Lifeguards” but does not refer to “Program Attendants.” The contract would have been more complete if it listed the position of “Program Attendants,” but in Vesta’s view it did not because we did not list them in our proposal - because we did not identify any reference to this scope-of-work in the RFP’s “Tasks” (nor in the O & M Budget.)

• Do you believe **specific errors** in **financial reporting** available on the District’s website justifies the need for an addendum to the contract?

Vesta does not believe that “specific errors in financial reporting” were “available on the District’s website” during the RFP process. Rather, we believe that a part of the financial information in the District’s O & M Budget was noted or described **incompletely** during the RFP process and then more completely after our proposal was accepted by the Board.

The O & M Budget available from July – Sept. included one line item’s dollar amount ($75,482) along with the description of “Pool Attendants,” and then in November we were informed through information received from WTS and a Board Supervisor that this same line item and dollar amount actually referred to a combination of “Pool Attendants” and “Program Attendants” or activities personnel. In other words, the specific dollar amount for that line item was evidently not in error, but the description was incomplete during the RFP process.

• Do you believe the RFP was **inaccurate or incomplete in specific ways** that justifies an addendum to the contract?

Yes, for the reasons stated above. The RFP also did not include a reference to staffing of programs (such as after-school or summer camp) under any of its “Tasks.” As a result, the RFP’s reference to “Task 3, Swim Amenities,” which seemed to Vesta to clearly and directly correspond to the “Pool Attendants” description in the O & M Budget at that time, led us to address only the Pool Staffing or “Swim Amenities” (Task 3) in our proposal, but not the staffing of programs.

In hindsight, Vesta would have identified this “gap” during the RFP process if we had access to WTS’s more detailed budget information that it submitted to the District. However, since they were seeking to retain the contract, there was little-to-no likelihood of our being able to interact with them in order to receive this information.

Of course, any perceived or actual inaccuracies or incompleteness does not imply a desire by any of the parties involved in the drafting of the RFP, the response to the RFP, or drafting of the contract to obfuscate or cloud these issues. Vesta believes that everyone involved strongly preferred then (and still prefers now) as much specificity, clarity, and completeness as possible.

• How do any of these issues relate to the staffing of the District’s **water slide**?
Prior to identifying (during this past winter) the need to staff the water slide according to a consultant’s pool safety plan, the $97,645 in Vesta’s contract for “Task 3, Swim Amenities” would have been sufficient for both staffing the pool with Pool Attendants (to enforce pool policies and provide poolside F & B service) in the summer and staffing daily and seasonal programs with Program Attendants year-round.

However, providing additional staff specifically for the water slide, at a Not-To-Exceed (NTE) amount of $41,111 from March – Sept. or approximately $46,111 from March – Dec., would cause us to exceed the original, contracted fee of $97,645 (for 12 months) for “Swim Amenities.”

Prior to the closing of the facilities due to COVID-19, Vesta believed that this additional necessary amount = $16,702.50, which would have enabled us to fully staff both the pool (including the water slide) and programs this year as outlined in this answer.

- Is the request for this Addendum affected by the amenities closure currently in effect?

While Vesta is still fully compensating its Programs personnel for the District and invoicing the District accordingly, we are not incurring any costs to employ Pool Attendants for the District, due to the amenities closure. As a direct result, the NTE amount of the pool staffing portion of the Addendum would now be lower if it’s adopted.

However, regardless of how “the dust settles” when it comes to these specific costs, Vesta still believes that adopting the core language of District Counsel’s Addendum would be in the best interests of the District. It would clearly enable the District to only pay for the staffing of the pool and programs according to labor-hours actually incurred by the Contractor (Vesta), while the remainder of the contract would essentially remain a “fixed-price” agreement. This would offer both the District and the Contractor “the best of both worlds” - the largest portion of the contract is consistent operationally from day-to-day and so its costs should be relatively certain; the other portion (involving staffing of the pool and programs) has a certain variability to it and so it’s more appropriate to have that portion contractually linked with actual labor-hours provided.
AGREEMENT BETWEEN
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND
VESTA PROPERTY SERVICES, INC. FOR
AMENITY CENTER MANAGEMENT SERVICES AND
GROUNDS MAINTENANCE MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the 21st day of
November, 2019, by and between:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-
purpose government established pursuant to Chapter 190, Florida Statutes, located
in Hillsborough County, Florida, whose mailing address is 250 International
Parkway, Suite 280, Lake Mary, Florida 32746 (the "District"), and

VESTA PROPERTY SERVICES, INC., a Florida corporation, with offices located at
245 Riverside Avenue, Suite 250, Jacksonville, Florida 32204 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant
to and governed by Chapter 190, Florida Statutes, for the purpose of planning, financing,
constructing, operating and/or maintaining certain infrastructure, including Amenity Facilities (as
deefined in Section 3 herein) and other District-owned Common Areas (as defined in Section 3
herein); and

WHEREAS, the District intends to provide for the operation and maintenance of the
Amenity Facilities and Common Areas; and

WHEREAS, Contractor has a background in the management and maintenance of
recreational facilities and common areas and is capable and willing to provide such management
and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into this Agreement with Contractor to manage and
maintain the Amenity Facilities and Common Areas and to provide other services as described in
this Agreement and included within the scope of the Amenity Center Management Services
attached hereto as Exhibit A, and the Grounds Maintenance Management Services attached hereto
as Exhibit B, both of which are incorporated herein by this reference (collectively, "Services"); and

WHEREAS, it is intended that the Amenity Facilities be operated and maintained for an
exclusively public purpose and that any monies generated from the operation of the Amenity
Facilities be used to defray the public expense associated with operating and maintaining the
Amenity Facilities.
NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Facilities and the Common Areas for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. **DEFINITIONS.** The following definitions apply to this Agreement:

   A. **“Amenity Facilities”** means the properties and areas owned by the District and intended for recreational use and shall include the following amenities, together with their appurtenant areas, facilities, fixtures, personal property, equipment, and any other appurtenances:

   i. Mirabay Clubhouse (107 Manns Harbor Drive)
   ii. Fitness center and group exercise room
   iii. Resort-style locker rooms with saunas
   iv. Resort-style pool with restroom and lap swimming lanes
   v. Outfitters
   vi. Admiral’s Lounge
   vii. Gallery Café
   viii. Lagoon Room and veranda with catering kitchen
   ix. Spa and Salon
   x. Five (5) night-lit champion Tennis Courts with restroom facilities
   xi. Two (2) full-court (non-regulation sized) Basketball Courts
   xii. Dockers Youth Activities Room
   xiii. Tots Playground
   xiv. Mirabay Boulevard Playground Park
   xv. Sand Volleyball Court
   xvi. Admiral’s Pointe clubhouse (5248 Admiral Pointe Drive) and pool
   xvii. Wolf Creek Park
   xviii. All other amenity and park facilities owned by the District

   B. **“Board”** means the Board of Supervisors of the District.

   C. **“Common Areas”** means the parking lots, stormwater management ponds and structures, roadways, neighborhood parks, hardscaping, entry features, onsite and offsite landscaping and irrigation systems, and all other common areas owned by the District.

   D. **“Contractor”** means Vesta Property Services, Inc.
E. "District" means the Harbor Bay Community Development District.

F. "District Manager" means the District’s designated manager, which is currently DPFG Management & Consulting, LLC.

G. "Facilities" means all District-owned property, including the Amenity Facilities and the Common Areas.

H. "Fiscal Year" means the District’s fiscal year beginning October 1 and ending September 30 of the following year.

I. "General Manager" means the individual employed by Contractor to oversee the provision of the Services.

J. "O&M Budget" means the annual operations and maintenance budget adopted by the District’s Board for each Fiscal Year and as may be amended from time to time.

K. "Operations Expenses" means all costs of operating the Amenity Facilities and the Common Areas including, but not limited to, the following: courier expenses (such as Federal Express, UPS), telephone, utilities, retail product expense, operating supplies, computer and software expenses, and other related expenses outlined in the O&M Budget.

L. "Program Expenses" means the expenses associated with providing the various activities, events, and programs for patrons, as outlined in the O&M Budget.

M. "Services" means the management and maintenance of the Amenity Facilities and Common Areas and other services as described in this Agreement, including the Amenity Center Management Services attached hereto as Exhibit A and the Grounds Maintenance Management Services attached hereto as Exhibit B.

4. **Scope of Services.** Contractor shall provide the Services in accordance with the terms of this Agreement and the attached Exhibits A and B. The District reserves the right to adjust the scope of Services and remove certain items from the scope of Services and, if the District elects to do so, the Parties agree to negotiate in good faith for a corresponding adjustment to the compensation owed hereunder. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities in this Agreement are met to the satisfaction of the District. While providing the Services, the staff assigned by Contractor shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. A brief description of the management and staff positions to be provided by Contractor is provided below, with an organizational chart and detailed description of the Services to be provided by such staff provided in Exhibits A and B.

A. **Management.** Contractor shall provide the following three (3) full-time, salaried, onsite managers who shall be responsible for the general management and operation of the Amenity Facilities and Common Areas:
i. General Manager. The General Manager shall generally oversee all facets of the Amenity Facilities and Common Areas management and operation;

ii. Resident Services Manager. The Resident Services Manager shall generally support and assist General Manager in carrying out day-to-day responsibilities, with a focus on all matters that directly relate to the residents’ lifestyle experience in MiraBay;

iii. Operations Manager. The Operations Manager shall generally oversee maintenance, repair, and replacement of the Amenity Facilities and the Common Areas, including oversight of and coordination with other District contractors, vendors, and/or service providers.

B. Staffing. Contractor shall provide the following onsite staffing:

i. Administrative Personnel. Contractor shall provide one full-time, hourly, year-round individual to perform administrative tasks.

ii. Reception/Guest Services Personnel. Contractor shall provide three hourly, year-round individuals to perform reception/guest services-related tasks.

iii. Pool Attendants/Lifeguards. Contractor shall provide multiple (likely between eight to ten over the course of a year) full-time and part-time, hourly associates whose schedules shall align with the pool season(s).

iv. Lead Cook and Food Attendants. Contractor shall provide three individuals (one lead cook and two attendants, one full-time and one part-time) to perform food and beverage services.

v. Janitorial Personnel. Contractor shall provide one part-time, year-round individual to perform the janitorial services.

vi. Maintenance Technicians. Contractor shall provide three maintenance technicians (two full-time, year-round; one part-time) individuals to assist the Operations Manager with maintaining the Amenity Facilities and the Common Areas. One of the two full-time maintenance technicians will devote full-time hours to pool maintenance during the pool on-season, and during the off-season will devote available capacity to other maintenance-related tasks and projects.

vii. Tennis Court Maintenance. Contractor shall provide one hourly individual year-round to perform the tennis court maintenance services (estimated to required approximately 25 – 30 labor-hours per week, on average, during a typical, twelve-month period).
C. **Sufficiency.** By entering into this Agreement, Contractor affirms staff positions identified in this Section shall be sufficient to provide the District the maximum benefit of the Services. If the District determines, in its sole discretion, that Contractor is unable to deliver the Services at a high quality due to insufficient management and/or staffing, the District may request Contractor propose modifications to its staffing or terminate this Agreement with cause as provided in Section 12 herein. At any time during the term of this Agreement, if Contractor believes a different management and staffing structure would be more beneficial to the District, Contractor may propose such changes to the District.

5. **Compensation; Term.** Contractor shall be compensated for providing the Services described in Exhibits A and B in accordance with the following terms:

A. **Fee Schedule:**

<table>
<thead>
<tr>
<th>Standard Service Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Amenity Center Management Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Task 1 – Management and Staffing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. General Manager</td>
<td>$110,220</td>
<td>$112,425</td>
<td>$114,675</td>
<td>$117,540</td>
<td>$121,065</td>
</tr>
<tr>
<td>b. Amenities Management</td>
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<td>$136,655</td>
<td>$139,390</td>
<td>$142,875</td>
<td>$147,160</td>
</tr>
<tr>
<td>iii. Task 3 – Swim Amenities Services</td>
<td>$97,645</td>
<td>$99,600</td>
<td>$101,590</td>
<td>$104,130</td>
<td>$107,255</td>
</tr>
<tr>
<td>iv. Task 4 – Food &amp; Beverage Operations; Alcohol Sales; Liquor License</td>
<td>$85,975</td>
<td>$87,695</td>
<td>$89,450</td>
<td>$91,685</td>
<td>$94,435</td>
</tr>
<tr>
<td>v. Task 5 – Janitorial Services</td>
<td>$26,900</td>
<td>$27,440</td>
<td>$27,990</td>
<td>$28,690</td>
<td>$29,550</td>
</tr>
<tr>
<td>vii. Task 7 – Tennis Court Maintenance Services</td>
<td>$30,850</td>
<td>$31,465</td>
<td>$32,250</td>
<td>$33,055</td>
<td>$34,045</td>
</tr>
<tr>
<td>B. Grounds Maintenance Management Services</td>
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</table>

B. **Invoices.** Contractor shall invoice the District monthly for the Services provided under this Agreement. Contractor shall provide, upon request, copies of employee time cards or

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1. The Initial Term shall be billed pursuant to the fees provided for Year 1. Any Additional Terms shall be billed pursuant to the fees provided for Years 2 through Year 5, unless otherwise agreed to by the Parties as provided for in the Agreement.

2. These Grounds Maintenance Management Services fees include one (1) full-time Operations Manager, one (1) full-time Maintenance Tech 1, 33% of a second, full-time Maintenance Tech 2, and one (1) part-time (weekends-only) Maintenance Tech. Contractor will allocate the balance (67%) of the total cost of the Maintenance Tech 2 to the Pool Maintenance Services.
other supporting evidence documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt.

C. **Term.** The initial term of this Agreement commences on December 17, 2019, and continue until December 31, 2020 ("Initial Term"). This Agreement shall automatically renew for additional one-year terms ("Additional Terms"), unless terminated pursuant to its terms. Notwithstanding anything else provided herein, Contractor shall commence on the following dates: (i) Grounds Maintenance Management Services, December 17, 2019; (ii) Amenity Management Services’ Administrative Personnel position as provided in Section 4(B)(i) herein, December 17, 2019; and (iii) all other Amenity Management Services, January 8, 2020. Prior to such dates, at Contractor’s own expense, Contractor may attend District Board meetings, consult with District staff and/or supervisors, and take such other actions as it deems necessary in order to effectively provide the Services on the start dates as provided herein.

6. **PROCUREMENT PROCEDURES.**

A. **Purchases by the District.** The District will be responsible for all Operations Expenses and Program Expenses and, except as otherwise provided herein for petty cash purchases, the District Manager shall directly pay vendors for such Operations Expenses and Program Expenses. Unless an alternative process is approved by the District’s Board, the following conditions apply to the purchase of supplies and inventory for the Amenity Facilities and Common Areas:

i. **Contractor Initiated Purchases.** If Contractor desires that a purchase be made by the District for Operations Expenses or Program Expenses, Contractor shall furnish a request ("Payment Request") to the District Manager detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof. Such request may be made by e-mail to the District Manager.

ii. **Purchase Order Issuance.** Upon receipt of a Payment Request, the District shall review the Payment Request, and, if approved by the District, issue a District purchase order directly to the supplier, with delivery to be made to the District.

iii. **Sales Tax Exemption.** The purchase order issued by the District shall include the District’s consumer certificate of exemption number issued for Florida sales and use tax purposes.

iv. **Inspection and Bailment.** Contractor shall inspect, accept delivery of and store the materials pending the use of the supplies and/or sale of the inventory. Contractor’s possession of the supplies and inventory will constitute a bailment. Contractor, as bailee, shall have the duty to safeguard, store, and protect the supplies and inventory while in Contractor’s possession.
v. **Invoice Processing.** After verifying that delivery is in accordance with the purchase order, Contractor shall submit a list indicating acceptance of goods from the supplier and concurrence with the District’s issuance of payment to the supplier. The District will process the invoices and issue payment directly to the supplier.

vi. **Insurance.** The District shall purchase and maintain any necessary risk insurance sufficient to cover the supplies and inventory purchased directly by the District.

B. **Goods and Services Analysis.** If requested by the Board or the District Manager, Contractor shall prepare and submit to the Board a written goods and services analysis that (i) identifies at least three (3) goods and services generally available in the marketplace that would meet the District’s needs, (ii) evaluates said goods and services for quality, durability, cost-efficiency, and compliance with applicable state or federal requirements or specifications (if any), and (iii) makes a recommendation to the Board regarding the purchase of said goods and services (a **Goods and Services Analysis**). The purpose of the Goods and Services Analysis is to ensure that the Board has the information it needs to make informed decisions regarding the purchase of said goods and services for the Facilities. Whenever requested, the Goods and Services Analysis shall be completed within a reasonable timeframe and, if possible, included within the Board’s agenda packet for the next regularly scheduled Board meeting, or at such other Board meeting as the Board shall direct.

C. **Petty Cash.** For small or emergency purchases, Contractor shall have the authority to make payment directly to vendors using a petty cash account ("**Petty Cash Account**") and/or, at the District’s discretion, credit card ("**Petty Cash Credit Card**"), as described in this section, provided, however, that any such purchase shall not exceed the budgeted amount for the applicable line item set forth in the O&M Budget. The District shall maintain a Petty Cash Account that shall hold monies not to exceed Two Thousand Five Hundred Dollars ($2,500.00) at any given time and that shall be established in such a manner to allow Contractor, on behalf of the District, to write checks from the Petty Cash Account. Alternatively, in its discretion, the District may provide to Contractor a Petty Cash Credit Card with a limit of Two Thousand Five Hundred Dollars ($2,500.00). The General Manager, on behalf of Contractor, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card and shall execute and abide by the District’s **Agreement Regarding Revenue Collection and Petty Cash**, the form of which is attached hereto as **Exhibit C** and incorporated herein by this reference. To the extent feasible, Contractor shall take all necessary steps consistent with paragraph A above to ensure that any petty cash purchases are made on a tax-exempt basis. The District shall not replenish any funds in the Petty Cash Account or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. Any purchases pursuant to this section that would require spending in excess of the applicable line item amounts set forth in the O&M Budget, shall require prior approval from the Board. Contractor shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the O&M Budget or by the Board.
7. **Revenue and Tax-Exempt Status.**

A. The Parties agree that the Amenity Facilities shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Amenity Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Amenity Facilities consistent with the terms of this Agreement.

B. In the course of providing the Services, and subject to the other provisions of this section, Contractor shall maintain an accurate record of all revenues received from the operation of the Amenity Facilities and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. Contractor shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. Contractor shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by Contractor of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement. Contractor shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District’s Amenities Rules Handbook, dated July 24, 2014, as may be amended from time to time ("Amenities Rules Handbook"). Further, Contractor may: (1) directly collect such amenity fees, (2) use a third-party provider to assist with electronic collection of such amenity fees (e.g., Daxco), or (3) with prior written notice to and consent of Contractor, allow subcontractors providing programming services to collect such amenity fees for specific programs. In each case, Contractor shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor’s services).

C. The District agrees to pay any applicable ad valorem taxes, unless the Amenity Facilities are subject to ad valorem taxation as a result of Contractor’s failure to abide by the terms of this Agreement or the Amenities Rules Handbook, in which case Contractor shall be responsible for the payment of ad valorem taxes.

8. **Recreation Programming Revenues; Subcontractors.**

A. Recreation, sports and other programs such as tennis lessons, fitness activities, and/or aquatic lessons ("Recreation Programming") shall be reasonably priced, with the objective of maximizing Patron participation. The District understands that Contractor may subcontract with contractors ("Subcontractors") from time to time and in connection with provision of the Recreation Programming. The participants of these programs shall be charged directly by Contractor for such Recreation Programming, with thirty percent (30%) of all program net revenues remitted to the District and seventy percent (70%) to the Subcontractors. Contractor shall report revenue sharing and remit payment to the District on a quarterly basis, within ten (10) days after the end of each quarter period ending on March 31, June 30, September 30 and December 31. Notwithstanding anything to the contrary herein, Contractor shall be responsible for all acts or omissions of any Subcontractor retained by Contractor pursuant to the terms of the Agreement, to
the same extent as Contractor is responsible for its own acts or omissions. In the event that Contractor desires to subcontract for Recreation Programming, Contractor shall ensure that a contract, in the form attached hereto as Exhibit D, is executed and in force between Contractor and any Subcontractor. Further, the District reserves the right to require Contractor to replace any Subcontractor for cause, provided however that the District first provides Contractor with a reasonable opportunity to cure (not to exceed 30 days). Should the District determine that the cost of a program(s) offered by Contractor is too expensive, the District shall have the option to inform Contractor in writing that the District is reducing the percentage of program revenues to be paid to the District, and Contractor shall reduce the cost of the programming charged to residents by an amount equal to the total amount being waived by the District.

B. Alternatively, Contractor may offer instruction directly by Contractor’s staff for the District’s Recreation Programming in exchange for a share of the program revenues upon approval by the District’s Board of Supervisors in accordance with District rules and policies.

9. **Permits, Licenses, and Other Approvals.** Unless the District expressly directs otherwise in writing, Contractor, at the District’s expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for the Services and from all governmental agencies which have jurisdiction over such Services. Contractor, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, Contractor shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that Service.

10. **Care of the Property.** Contractor shall use all due care to protect the property of the District, its residents, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently begin repairs of any damage resulting from the Services within twenty-four (24) hours and complete such repairs as soon as possible thereafter. Any such repairs shall be at Contractor’s sole expense, unless otherwise agreed, in writing, by the District.

11. **Compliance with Governmental Regulations.** In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event more than twenty-four (24) hours notify the District in writing of all such orders or requirements.

12. **Investigation and Report of Accidents/Claims.** Contractor shall promptly, and in no event within more than seventy-two (72) hours, provide a written report to the District Manager documenting all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall
cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing.

13. **TERMINATION AND TRANSITION.**

A. **Termination.** The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor’s failure to perform in accordance with the terms of this Agreement, or upon forty-five (45) days’ written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days’ written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the parties shall account to each other with respect to all matters outstanding as of the effective date of termination. Furthermore, upon termination, the District agrees not to employ or otherwise contract with Contractor’s General Manager for one (1) year from the effective date of termination and/or the expiration of this agreement.

B. **Transition.** Upon termination of this Agreement, Contractor shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

i. Deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenity Facilities and Common Areas, and such other accountings, papers, and records as the District shall request and are in Contractor’s possession or under Contractor’s reasonable direct control pertaining to the Amenity Facilities;

ii. Vacate any portion of the Amenity Facilities then accessed by Contractor as a consequence of this Agreement; and

iii. Furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of Contractor’s duties and activities hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

14. **INSURANCE.**

A. **Insurance Coverages.** Contractor shall maintain throughout the term of this Agreement the following insurance:

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

ii. Commercial General Liability Insurance
a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $1,000,000
b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $1,000,000
c. Products/Completed Operations - $1,000,000
d. Personal and Advertising Injury - $1,000,000

iii. Employment Dishonesty Insurance - $150,000
iv. Employment Practices Liability Insurance - $1,000,000
v. Abuse and Molestation Insurance - $1,000,000
vi. Liquor Liability Insurance - $1,000,000
vii. Automobile Liability
a. Bodily Injury:
   i. Each Person - $1,000,000
   ii. Each Accident - $1,000,000
b. Property Damage:
   i. Each Occurrence - $1,000,000

viii. Professional Liability Insurance (Consultants) - $1,000,000
ix. Umbrella Insurance (above the insurance listed above) - $1,000,000

B. Insurance Conditions. In addition to the other requirements of this Section, the Contractor shall ensure compliance with the following:

i. All such insurance shall be obtained from insurance companies that are duly licensed or authorized, in Florida, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Agreement shall have an A.M. Best rating of A-VII or better.

ii. With the exception of the Worker’s Compensation and Professional Liability insurance policies, all such policies shall include and list as additional insureds the following: the District and its Supervisors, managers, attorneys, engineers, staff, representatives, consultants, agents, and employees. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. No policy may be canceled or materially changed during the term of this Agreement without at least thirty (30) days written notice to the District, and in the event of any cancellation or material change, Contractor shall promptly notify the District.

iii. With the exception of Workers Compensation and Professional Liability Insurance, all such insurance shall be on an occurrence basis. For insurance that is not on an occurrence basis, such insurance shall be maintained throughout the duration of the Agreement and for a minimum of two years after any termination of the Agreement.

iv. Contractor shall deliver certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Contractor shall also furnish other
evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.

v. The Parties agree that all insurance policies obtained pursuant to this Agreement shall include a clause or endorsement, which shall waive the right of subrogation on the part of the insurance carrier against the Parties. The Parties hereby release one another from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation, but only to the extent of the coverage provided by the insurance policies obtained pursuant to this Agreement. Contractor shall be responsible for assuring that the insurance policies contain the applicable clause or endorsement described in this paragraph.

15. **INDEMNIFICATION.**

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

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

16. **MISCELLANEOUS PROVISIONS.**

A. **Independent Contractor.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor
to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor’s employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor’s supervision, direction, and control. In particular, the District will not: i) withhold FICA (Social Security) from Contractor’s payments; ii) make state or federal unemployment insurance contributions on Contractor’s behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers’ Compensation insurance on behalf of Contractor.

B. Adherence to District Amenities Rule Handbook. Contractor and its personnel shall be familiar with, and comply with, all rules and policies as listed in the Amenities Rule Handbook, and further shall ensure that all persons using the Amenity Facilities and/or the Common Areas are informed with respect to the Amenities Rule Handbook and ensure that said persons conform therewith. Contractor has the authority to have patrons, guests, and others who are failing to comply with the Amenities Rule Handbook removed from the Amenity Facilities and/or the Common Areas only to the extent such authorization is set forth in the Amenities Rule Handbook and only to the extent Contractor acts in a manner consistent with the Amenities Rule Handbook. Such incidents shall be reported promptly to the District.

C. Ownership of Books and Records. The Parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the Amenity Facilities and/or the Common Areas are the property of the District. Contractor shall promptly upon request furnish District with all documents and records relating to the management of the Amenity Facilities and/or the Common Areas.

D. Emergency Response. Unless otherwise provide in a District amenity rule or policy, Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Facilities and/or the Common Areas and shall report to the General Manager and/or District Manager all known problems related to the Amenity Facilities and/or the Common Areas within seventy-two (72) hours. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

E. Community Uniforms. Contractor shall provide, at no additional cost to the District, uniforms to all personnel providing the Services. If such uniforms display any name or logo, it shall be the District or community’s name and/or logo. Contractor understands and agrees that office supplies shall be provided by the District in an amount not to exceed the District’s adopted budget for such items, and should additional office supplies be needed, Contractor shall submit a written request to the District, and the District may approve or deny such request in its sole discretion.
F. **Temporary Staffing Services for Residents.** Residents shall pay the applicable hourly rate for temporary staffing services, such as after-hours private birthday parties and private facility rentals, the total price for which shall be due to Contractor prior to the commencement of such services.

G. **Vesta Vantage.** Contractor shall make available to the District’s Supervisors and District Manager the use of the Vesta Vantage software application at no additional charge to the District; provided however, this provision does not require Contractor to share proprietary information regarding the Vesta Vantage software application.

H. **Energy Audits.** Contractor shall perform periodic energy audits to assist in the reduction of the District’s utility costs at no additional charge to the District.

I. **Financial Audits.** In connection with the annual audit of the District’s financial affairs, Contractor shall cooperate in good faith to provide access to all books and records of Contractor relating to the provision of the Services and necessary to the audit for review by the District’s internal or independent auditors. In addition thereto, Contractor shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District’s offices in Florida.

J. **Preferred Vendor Pricing.** Contractor shall secure “preferred pricing” from vendors when possible, at no additional charge to the District.

17. **Default; Remedies Cumulative; Protection Against Third-Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting Party by law. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District’s right to protect its rights from interference by a third-party to this Agreement.

18. **Enforcement of Agreement.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegals’ fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

19. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement. To the extent that any other terms provided in **Exhibit A** or **Exhibit B** conflict with the terms of this Agreement, the terms of this Agreement shall control.
20. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

21. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

22. **NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the parties, as follows:

   A. **If to Contractor:**
      Vesta Property Services, Inc.
      245 Riverside Avenue, Suite 250
      Jacksonville, Florida 32204
      Attn: Roy Deary

   B. **If to District:**
      Harbor Bay Community Development District
      250 International Parkway, Suite 280
      Lake Mary, Florida 32746
      Attn: District Manager

   C. **With a copy to:**
      Hopping Green & Sams, P.A.
      119 South Monroe Street, Suite 300
      Tallahassee, Florida 32301
      Attn: District Counsel

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

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

24. ** Assignment. ** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

25. ** No Joint Venture. ** Contractor shall not be deemed to be a partner, or joint venture, with the District.

26. ** Controlling Law and Venue. ** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

27. ** Effective Date. ** This Agreement shall be effective after execution by both the District and Contractor and shall remain in effect until 11:59 p.m. on December 31, 2020, unless terminated earlier in accordance with Section 12, above; except, however, Contractor shall commence performing the Services on December 17, 2019.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

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

30. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

32. **Negotiation at Arm's Length.** This Agreement has been negotiated fully between the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

33. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 statute or 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.

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

[Signatures on next page]
IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

VESTA PROPERTY SERVICES, INC.

By: SARAH SAWAY

By: Roy Deen

Its: Vice President

Exhibit A: Scope of Amenity Center Management Services
Exhibit B: Scope of Grounds Maintenance Management Services
Exhibit C: Agreement regarding Revenue Collection & Petty Cash
Exhibit D: Subcontract Agreement for Program Services
EXHIBIT A

SCOPE OF AMENITY CENTER MANAGEMENT SERVICES

The below descriptions provide for a minimum number of management and staff positions to be provided by Contractor, which Contractor represents shall be sufficient to provide the District the maximum benefit of the Services. If during the term of this Agreement, Contractor believes a different management and staffing structure would be more beneficial to the District, Contractor should propose such changes to the District.

Organizational Chart (including the Grounds Maintenance Management staff further described in Exhibit B):

Task 1 – MANAGEMENT AND STAFFING

A. General Manager. The General Manager shall:
   1. Manage all maintenance and amenity operations for the District;
   2. Manage the entire staff provided by the maintenance and amenity contractor(s), ensure mission completion, and oversee workplace operations to maintain and improve effectiveness and efficiency;
   3. Oversee and ensure continuous and consistent District-related communications for residents (including upcoming parties, board meetings, common property issues, etc.) using social media;
   4. Manage and execute the maintenance and recreation budget adopted by the Board and provide monthly updates of all management expenditures;
   5. Ensure Facilities are in good condition for residents at all times;
   6. Report any major issues or cost overruns promptly to the District Manager or the District Board Chair;
   7. Ensure all subcontracts and outside vendor maintenance contracts are executed as described (including, but not limited to, janitorial, security, lifeguard, lake maintenance, landscape maintenance, telephone/internet/utility services, software and/or technology service and maintenance contracts);
viii. Manage food & beverage staff at Amenity Facilities;
ix. Provide and Manage a Point of Sales System which can be used for food, beverage and events, can track food and beverage inventory and ensure daily deposits of revenues;
x. Train-on, use, manage, and facilitate use of the District’s maintenance management software;
xi. Create annual budget for food and beverage operations;
xi. Present professional “to the point” updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
xi. Monitor and enforce the District’s written rules and policies, including its Amenities Rules Handbook, as it is updated from time-to-time (the “Amenity Rules”), as well as ensuring all personnel are familiar with the Amenity Rules;
xiv. Document all complaints, injuries, and maintenance issues in a specified log book and report all issues to the District Manager and/or District Counsel, as needed;
xv. Interact with residents and guests on a day-to-day basis;
xvi. Train all staff to treat residents and guests with respect and to provide the best possible customer service to residents and guests to ensure a safe and comfortable environment;
xvii. Have expansive knowledge of social media sites, including Facebook;
xviii. Have expansive knowledge of Microsoft Outlook, Word, Excel, Power Point; and
xix. Have at least 5 years of management experience in a similar environment or community atmosphere; and
xx. Oversee as part of its core job responsibilities:
   2. A cohesive relationship between the Board of Supervisors, District Staff, and the entire Amenities & Grounds Maintenance Mgt. Team.
   4. Key Personnel, Operations Manager and Resident Relations Manager directly and all remaining Vesta staff indirectly.
   5. Implementation of all District Policies.
   6. Project Management.
   7. Budgets (amenities, field operations, vendors’ work, special events, café, etc.)
   8. Monthly Reporting to the Board of Supervisors

B. **Amenities Management.** The Amenities Management personnel shall include the Resident Services Manager; Administrative Personnel, and Reception/Guest Services Personnel described in Section 4 of the Agreement. Such Amenities
Management personnel shall work under and at the direction of the General Manager and shall be responsible for the following:

11. Manage and operate the Amenities Facilities to provide a high-quality experience for patrons with a hospitality focus; consistently and effectively creates a flexible and interactive lifestyle for Amenities Facilities patrons;

1ii. Manage and hire personable, articulate, well-groomed and highly motivated individuals as needed for tasks outlined herein and select events throughout the year;

1iv. Provide seamless day-to-day Amenities Facilities operation creating a comfortable and safe environment;

1v. Daily general inspection of the Amenities Facility at both (i) the beginning of each day, which shall include but not be limited to, picking up loose trash, inspecting for property damage, arranging furniture, ensuring that door locks and/or gate latches are secure and functional, ensuring that any equipment is clean, functional, and free from safety hazards, and reviewing the security recording for the period since the director was last on site; and (ii) at the end of each day, which shall include but not be limited to, ensure all doors and windows at the Mirabay clubhouse are secure, and the card access system is engaged, and ensure that the gate latches are secure at the pools, tennis courts, and other facilities;

1vi. In the event of forecasted inclement weather, secure outdoor furniture and take other appropriate steps to help prevent loss of damage;

1vii. Oversee and develop boating activities, including but not limited to administration of the District’s boat registration program and implementation of the District’s Rule Regarding District Waterways and Boating Facilities, as such rule is updated and amended from time to time;

1viii. Maintain an inventory of, and order and stock when necessary, supplies and equipment for the operation of the Amenities;

1ix. Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions, and operational improvements;

1x. Establish and maintain tracking and reporting procedures for use of the Amenities Facilities use, including daily and monthly use, and trends in use.

1xi. Provide monthly written reports summarizing operations, programming, and participation levels, and describing any other areas or items of interest pertinent to the Amenities;

1xii. Prepare an estimated annual operating budget by April 15 and a final estimated annual budget by August 1, including both anticipated revenues and expenses, for the District;

1xiii. Field resident questions and concerns regarding the amenity facilities and program;

1xiv. Respond to and document any incident or accident reports that occur at the Amenity Facilities, and forward them appropriately;

1xv. Administer the card access program for residents, guests and others using the District’s Amenity Facilities, including checking patron access cards, ensuring new patrons execute applicable forms, and monitoring the
District's guest and visitor policies all in accordance with the District Amenity Rules;

xvi. Provide orientations for new patrons using the Amenities Facilities, including any Amenities equipment;

xvii. Administer the resident gate tag program and monitor the access system.

xviii. Administer temporary suspensions of privileges to use the amenity facilities in accordance with the District's Amenity Rules.

xix. Attend all meetings of the Board and be prepared to provide a report regarding the general management of the Amenities;

xx. Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;

xxi. Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster;

xxii. Oversee and supervise the Outfitters retail outlet to include:

1. Ensure that the outlet is staffed at all times (hours of operation to be approved by District) and that staffing levels, salaries and benefits will be included as part of the District’s budget;

2. Ensure that retail merchandise and stock control systems are implemented, and monthly stock-takes are conducted. Results of any stock variances will be included in the monthly District report.

3. Supervise purchasing and stock levels (all purchases to be approved in writing by District) and ensure the retail display areas are maintained to a high standard.

xxiii. Develop all promotional and informational materials (including flyers, bulletins, etc.) in order to effectively expose and promote the Amenities, which efforts shall include, among other things:

1. Develop and implement a promotional plan to increase and maintain usage levels of the Amenities Facilities;

2. Training and supervising any personnel involved in the promotion of programs;

3. Assisting in the distribution of brochures, direct mail pieces or any other internal collateral information to be used as part of the promotion of the programs;

4. Publish a monthly activities calendar and newsletter, which shall be posted on the community website, distributed via e-mail, and made available in hard copy at the Amenities clubhouse

5. Developing quarterly plans outlining in detail specific promotions with anticipated revenue and expenditures; and

6. Working to consistently expose the Amenities Facilities to existing and potential patrons.

xxiv. Maintain up-to-date information on the community website.
Contractor shall provide a detailed profit and loss statement for each event or program offered by the District on a monthly basis.

The following core job responsibilities for the Resident Services Manager:

1. Support and assist General Manager in carrying out day-to-day responsibilities, with a focus on all matters that directly relate to the residents’ lifestyle experience in MiraBay.
2. Ensure the smooth coordination of all CDD Amenities and activities by staff.
3. Scheduling and payroll reporting for direct reports (and possibly all staff.)
4. Staffing of Lifeguards and/or Pool Attendants (as applicable).
5. Communication & Coordination with Residents, CDD Staff, & direct reports.
6. Implementation of CDD Policies related to the use of the amenities and common areas.
7. Prepare Budgets as directed by the General Manager and/or District.
8. Creates exceptional Resident experiences and a more vibrant community through:
9. Creative Activities, Special Events, and Popular Programs,
10. Ensures that the staff delivers an atmosphere of Welcoming Hospitality and personal engagement with each resident.
11. Hiring, training, discipline & development of direct reports

Task 2 – EVENT PLANNING SERVICES

As part of the Amenities Management services, Contractor shall provide the following:

i. Develop and administer athletic and cultural lessons, classes, programs and leagues available to the Mirabay community;

ii. Receive a set budget to plan parties/events for residents each year. (Examples of events include seasonal events, teen parties, pool parties, fun runs, scavenger hunts, food trucks, wine tasting, polar plunge, parents’ night out events, holiday parties, children’s activities etc.);

iii. Provide the District with an event calendar prior to each fiscal year outlining a description of each event, budget for each event, etc.;

iv. Plan community parties and events catered to children of all ages and events for adults and seniors;

v. Coordinate and oversee private rentals of the District’s Facilities in accordance with the District’s Amenities Rule;

vi. Plan, coordinate, and provide regular children’s programing such as recreational day camps, story time, and arts and crafts activities (“Children’s Activities”);

vii. Ensure all staff assisting with Children’s Activities are properly background checked, at least one staff member is certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District, and all federal and state laws regulating the operation and management of any recreational day camps, or other
programs or activities for children are adhered to, including the maintaining of any required licenses or other approvals necessary for such programs or activities;

viii. Event Planning Services are to be fulfilled by the Resident Services Manager.

Task 3 – SWIM AMENITIES SERVICES

Contractor shall oversee the management of the District’s swimming amenities (e.g., the swimming pools, slide, etc.) (together, “Swim Amenities”), including the following:

i. Contractor shall be responsible for the checking in on, monitoring and supervising the safety of the patrons of the Swim Amenities.

ii. Responding to first aid situations, enforcing the Amenities Rules, performing light pool area cleaning, managing pool staff, and handling phone calls.

iii. Managing a full- and/or part-time staff for Swim Amenities in order to:
   1. deliver the services associated with the Swim Amenities at a level consistent with the District’s annual budget; and
   2. ensure that the District’s operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida’s Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).

iv. To the extent required by law, the Contractor shall employ lifeguards who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise meet any other legal requirements, and maintain documentation of such certification and training.

v. Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the Swim Amenities, including any injuries or damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

vi. Contractor’s personnel shall be familiar with all District written rules and policies.

vii. Swim Amenities Services shall be fulfilled by the Pool Attendants/Lifeguards (see Section 4 of the Agreement).

Task 4 – FOOD AND BEVERAGE OPERATIONS; ALCOHOL SALES AND LIQUOR LICENSE

i. Contractor shall be responsible for supervising and operating the food and beverage operations (including all sales of alcoholic beverages) at the Amenities Facilities, including the hiring and training of part time staff, as required.

ii. Contractor shall provide a detailed profit and loss statement of food and beverage operations on a monthly basis.

iii. In connection with the District’s annual budget cycle, Contractor and District shall work together to identify any additional costs reasonably related to the Alcohol Licenses and service of alcohol that may need to be included in the District’s budget and payable to the Contractor, provided however that all such expenses must be approved by the District’s Board in its discretion and as part of the budget process. Regardless whether
Contractor is a joint license holder, Contractor shall be responsible for the service of alcohol at the Amenities, as stated herein

iv. Contractor and District shall be joint license holders on the District’s alcohol license.

v. Contractor facilitates and coordinates all application processes relating to such alcohol license, provided the District shall be responsible for all license application fees and expenses.

vi. Contractor shall be responsible for ensuring that all activities at District Facilities are performed in accordance with the District’s Alcohol Policy and all applicable laws, rules, and regulations governing the sale and service of alcoholic beverages at the Amenity Facilities.

vii. Contractor shall work with the District to develop the District’s Alcohol Policy and amend such policy as necessary from time to time.

viii. Contractor shall be responsible for providing and managing staff qualified and authorized to provide alcohol related services under Florida law and taking all reasonable steps to ensure that such staff members are so qualified and authorized including by conducting background checks or similar screening processes.

ix. Contractor shall ensure that staff involved with serving alcohol attend training prior to working at the Amenity Facilities and receive training on an annual basis thereafter on applicable subjects of Florida law, the District’s policies and procedures, and topics including, but not limited to, methods for verifying legal age of customers, identifying and addressing underage and intoxicated customers, preventing and noticing third party sales, and reporting alcohol related incidents.

x. Contractor shall verify identification of anyone who may be under the age of 21 years of age so as to ensure that no person under the age of 21 purchases or consumes alcoholic beverages. Proper identification includes a valid driver’s license, United States issued Military identification card or Passport. Contractor will make every attempt to prevent underage drinking at the Amenity Facilities.

xi. Contractor shall make every effort to avoid serving customers to the point of intoxication. Contractor will speak with the customer and watch for and observe signs of intoxication. Contractor will use tact, understanding and patience when denying alcohol service to customers. Additionally, Contractor shall make every effort, short of force, to guard against persons who appear intoxicated from leaving District property until reasonable steps have been taken to ensure the person’s safety and well-being. For example, Contractor will call a cab or attempt to arrange alternative transportation and will encourage a customer that appears intoxicated to stay on District property until alternative arrangements may be made.

xii. Contractor shall not serve alcohol to disruptive customers. Should a customer become belligerent, the police should be contacted. In the case of an incident involving problems like refusing service or ejecting a customer etc., Contractor shall document the incident in a logbook and immediately contact the District Manager. The report shall include the date and time of the incident; names of customers involved; witnesses; and the actions of staff. All incident reports are to be reported to the General Manager and/or District Manager.

xiii. Food and Beverage Operations; Alcohol Sales and Liquor License services shall be fulfilled by the Lead Cook and Food Attendants (see Section 4 of the Agreement).
Task 5 – JANITORIAL SERVICES

Contractor shall perform the following duties in order to maintain the cleanliness of the Facilities’ indoor spaces and bathroom areas:

i. Maintain the general appearance of all indoor spaces by vacuuming carpet, dusting, furniture positioning, cleaning all tiled areas and cleaning windows and bathrooms.

ii. In addition to vacuuming, maintain carpeting by treating stained areas.

iii. Window cleaning includes window ledges and blinds.

iv. Cleaning of kitchen areas.

v. Bathroom cleaning includes – but is not limited to - all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (costs of paper products and soap shall be included in the flat annual fee proposal.)

vi. Dusting includes window ledges and blinds, furniture, baseboards, countertops and lights.

vii. Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.

viii. Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly labeled and stored.

ix. District shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to in writing by the District Board or District Manager), such as special treatment of carpet stains by an outside contractor, such special janitorial services and/or equipment/supplies shall be billable to the District.

x. Wiping down and cleaning of fitness equipment no less than twice weekly is required.

xi. Janitorial Services to be fulfilled by Janitorial Personnel (see Section 4 of the Agreement)

Task 6 – POOL MAINTENANCE SERVICES

i. The Contractor shall provide the following duties in order to maintain the District’s swimming pools:

1. Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.

2. Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).

3. Administer chemicals as needed

4. Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.

5. Manually skim, brush and vacuum pools as necessary. Maintenance shall be performed three (3) days per week, or as needed. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment as necessary.

6. Advise the District of any necessary repairs, cleaning, or replacement items required due to “normal wear & tear,” “acts of God,” or vandalism. Such repairs
shall be billed separately, upon approval of the District Board or District Manager.

ii. The Monthly Pool Service Fee Proposal shall include provision of an automated chemical controller provided at no additional cost to the District.

iii. All chemicals required for cleaning the pools, including, but limited to, special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed separately. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall be billed separately as well. All pool chemicals necessary to comply with this sub-section (iii) shall be directly purchased by the District.

iv. These services include providing a dedicated commercial-duty pool vacuum kept on site to provide improved response by on-site staff in the event of emergencies, at no additional cost to the District.

v. The Contractor shall conduct visual inspections daily of all pool equipment, slide, spray devices, lane ropes, restrooms, furniture, fans and lighting.

vi. Pool Maintenance Services shall be fulfilled by one, full-time Maintenance Technician (see Section 4 of the Agreement).

Task 7 – TENNIS COURT MAINTENANCE SERVICES

Scope of Work: perform any and all maintenance of the tennis courts, including the following:

1. Perform daily tennis court raking (weather permitting).
2. Repair and maintain clay and surface material as needed.
3. Perform daily brushing of the courts, and line tape, surface material removed from under the tape edges (after raking/brushing the courts); weather permitting.
4. Perform preventative maintenance and removal of mildew and algae, including any mineral “caking.”
5. Replace nails and line tape, as needed, to maintain safe playing conditions.
7. Check net straps and make adjustments as needed to ensure regulation height of nets.
8. Perform preventative maintenance of anchor boxes, retainer pins, ratchet pins, and release pins; lubricate as needed.
9. Inspect net post bases and slopes for cracks or other damage (beyond the normal surface-rust.) Adjust entrance gates and keep maintained.
10. Utilize available hydration systems, monitoring effective watering of all zones. Add chlorine tablets as needed to all tennis court float boxes (if any).
11. Clean all filters once per week, or as needed.
12. Remove any undesirable green vegetation from the internal perimeter of the fence area, nets, net posts, and canopied islands (if any) by edging these areas as needed.
13. Clean, sweep & maintain perimeter borders, troughs, drains, catch basins, and pavers (if any).
14. Install and maintain windscreen ties as needed. Check perimeter fencing for proper connections.
15. Perform necessary maintenance of all equipment and keep locked in storage when not in use. (Tape line brushes shall be hung and stored on fencing for resident usage.)
16. Clean off benches, water coolers, stands, etc. that are kept in the tennis area. (If items are kept on the court during the season, move them and groom the court surface formerly beneath them on a regular basis.)

17. Clean adjacent walkways due to court material run-off or accumulation of dirt and debris.

18. Clean and maintain the “tread blasters” and catch basins as needed.

19. Pick up and remove trash; empty waste receptacles as needed.

20. Provide replacement clay as needed due to typical usage, “normal wear-and-tear,” inclement weather, etc. (Labor-only; cost of 50-lb. bags of replacement clay material supplied by the District.). Contractor recommends approximately two (2) tons (approximately 80 bags) of replacement clay material per year should be added to the courts.

21. The on-site Operations Manager shall notify the on-site General Manager or District Manager of any replacement items or repairs needed for the proper operation of the tennis courts and court equipment.

22. All maintenance equipment needed to perform the tennis court maintenance duties described herein shall be provided by the District.

23. The tennis court maintenance services are estimated to require approximately 25 – 30 labor-hours per week, on average, during a typical, twelve-month period, and shall be fulfilled by one hourly individual, year round (see Section 4 of the Agreement).
EXHIBIT B

SCOPE OF GROUNDS MAINTENANCE MANAGEMENT SERVICES

The Grounds Maintenance Management personnel shall work under and at the direction of the General Manager and shall include the Operations Manager (full-time, year round), one (1) full-time Maintenance Technician; a second full-time Maintenance Technician (split time with approximately 34% of time devoted to General Maintenance Management; approximately 66% devoted to Pool Maintenance); and a third, part-time Maintenance Technician to continue coverage for maintenance needs on the weekends). The Grounds Maintenance Management personnel shall be responsible for the following:

i. Developing, executing, updating and publishing the Harbor Bay CDD Landscaping Standards each year, as well as the District’s Landscape Maintenance RFP as often as needed;
ii. Responsible for day-to-day operations, managing vendor contracts relating to the Facilities, development and execution of standard operation policies and procedures;
iii. Ensuring a presentable overall appearance of the Facilities;
iv. Negotiate purchasing and potential bidding of contracted services, process and manage work orders, as needed, and review all invoices;
v. Ensuring that outside vendors meet all contract terms and conditions as outlined, provide quality services, and evaluate their performance;
vi. Supervise any staff hired by Contractor necessary to perform the Maintenance Management duties contained therein;
vii. Oversee the District’s landscape maintenance contractor and arborist, including approving contractor monthly and weekly plans, validating work performed meets contract requirements, approving invoices from the vendors after determining that the goods or services were received in good condition, and confirming all landscaping meets District Landscape Standards including ensuring trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, all mulched areas are kept clean of debris and trash and irrigation systems are fully functional;
viii. Oversee the District’s aquatic plant maintenance contractor, including approving any invoices from the vendors after determining that the goods or services were received in good condition and consistently monitor all community ponds for algae and seepage/bank issues;
ix. Oversee the District’s contractors performing emergency repairs and other services, including approving any invoices from the vendors after determining that the goods or services were received in good condition and coordinate emergency repairs (e.g., broken sprinkler heads, etc.);
x. Report major repairs to District property and Facilities (outside of landscape contract) in a timely manner and coordinate such repairs upon approval by the General Manager;
xi. Report professionally at each District Board meeting with monthly management report and with status of all repairs completed, and provide suggestions of key items needed to enhance the community;

xii. Maintain all Facilities, including both amenity centers, parks, common areas, etc.; complete minor repairs to the Amenity Facilities for plumbing, electrical, interior and exterior painting, fence paint touch-up, clean gutters, entrance/exit gates, etc.;

xiii. Responsible for daily repairs to and upkeep of all District common areas, including trash pick-up around the community;

xiv. Repair equipment as able and promptly report the need for any repairs not able to be performed; monitor condition of all doors, adjoining fencing and gates, and resolve any problems, either through repairs or adjustments, or securing services of door/gate contractor; touch-up painting as needed; control cobwebs and prevent other debris from accumulating on exterior walls; and replace interior lights and air conditioner filters as needed. (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District’s satisfaction);

xv. Maintain and manage preventative maintenance records, inventories, purchases, warranties, regular maintenance and inspections for the Facilities, as needed including fire inspections, pest control, mechanical systems, security alarms, which shall be maintained on the District’s maintenance management software;

xvi. Oversee maintenance and operation of the security systems and structures installed at the Facilities, and respond to calls and other items from the security provider;

xvii. Recommend and implement a maintenance and replacement program for fitness equipment;

xviii. Survey all community light structures, including gas lanterns, weekly and replace as needed or call utility provider for replacement of major community lights;

xix. Monitor all roads for potholes or drainage issues, sidewalks, curbs, street signs, monuments, and informational signs, and report to the appropriate groups for repair;

xx. Pressure wash all pool decks, monuments, hardscape, curbs, sidewalks, sports courts and clubhouses at least twice per year, or more often if needed;

xxi. Empty waste receptacles and pick up debris around all entrances, picnic areas, swimming pool decks, parks, playgrounds, sports courts, doggie stations, sidewalks/landscaping around clubhouses;

xxii. Maintain swimming pool decks by blowing off entire pool deck, arranging furniture, adjusting umbrellas, and cleaning BBQ grills.

xxiii. Oversee and maintain community parks, dock, and boat lift operations by checking condition of deck, lift operation, storage bin, etc., and training residents for proper operation of the boat lift;

xxiv. Clean all outdoor furniture;

xxv. Maintain and assess playground equipment for safety issues on a regular basis;

xxvi. Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear and tear,” “acts of God,” or vandalism, and secure cost estimates for same;

xxvii. Populate and maintain the District’s maintenance management software system.
EXHIBIT C

AGREEMENT REGARDING REVENUE COLLECTION & PETTY CASH

As the General Manager for the Harbor Bay Community Development District ("District"), and pursuant to that certain Agreement between Harbor Bay Community Development District and Vesta Property Services, Inc. for Amenity Center Management Services and Grounds Maintenance Management Services, dated ____________, 2019 (the "Agreement"), I, ________________, as General Manager, understand that I am authorized to collect amenities revenue on behalf of the District, and to use the Petty Cash Account and/or Petty Cash Credit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

- **Compliance with Agreement, Rules & Policies.** I agree to abide by all of the terms of the Agreement, and the Amenities Rule Handbook, all as may be amended from time to time. I further agree to abide by the policies of the bank where the Petty Cash Account is held and/or from which the Petty Cash Credit Card is issued. I understand all such terms, rules, and policies.

- **Collection of Revenues.** I understand that I may collect checks and/or cash for amenities revenues on behalf of the District and in the course of my duties as General Manager. I agree to keep an accounting of all such checks and/or cash and to promptly remit such monies to Vesta Property Services, Inc. ("Contractor"). I shall not deposit any such monies in the Petty Cash Account.

- **Authorized Expenditures Only.** I agree to use the Petty Cash Credit Card and/or Petty Cash Account for approved District expenditures only, as set forth in the Agreement, and not personal expenses. I further agree not to use the Petty Cash Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that, in all cases of misuse, the District reserves the right to recover any monies and other damages from me.

- **Security.** I agree to maintain the security of any checks and/or cash received by me on behalf of the District. I further agree to maintain the security of the Petty Cash Account and/or Petty Cash Credit Card at all times in order to prevent the account and/or credit card from being used for fraudulent or corrupt purposes, and to account for all expenditures with appropriate receipts.

- **Accounting.**
  - I understand that the Petty Cash Account and/or Petty Cash Credit Card will be funded only up to Two Thousand Five Hundred Dollars ($2,500.00) at any given time, and that, for the account to be replenished, I must submit appropriate receipts to the District pursuant to the terms of the Agreement.
  - I understand that unaccounted for monies received by me, or unaccounted for or unapproved expenditures, are my responsibility, and that I may be liable for them at the discretion of the District.
  - In the event of lost monies, lost receipts, or loss of the Petty Cash Credit Card, I will notify the District immediately.
  - I agree that any cash shortage will be my responsibility and I will pay back that amount immediately.

- **Termination of Employment.** Upon termination of my position as General Manager, I agree to submit all cash and receipts, and the Petty Cash Credit Card, within 24 hours of my last day of work.

General Manager Signature: ___________________________ Date: ________________
EXHIBIT D

SUBCONTRACT AGREEMENT FOR PROGRAM SERVICES

THIS AGREEMENT is made and entered into as of this _____ day of ________________, 20__, by and between:

Vesta Property Services, Inc., a Florida corporation, with offices located at 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32204 ("Amenity Manager"); and

_________________________________________, a ____________________, whose address is

_________________________________________ ("Contractor").

RECITALS

WHEREAS, under contract with the Harbor Bay Community Development District ("District"), the Amenity Manager operates a community amenity center ("Amenities") for the benefit of the community and the public; and

WHEREAS, the Amenity Manager desires to enter into a subcontract agreement with Contractor whereby Contractor will provide the following lessons, activities or programs ("Services");

WHEREAS, Contractor represents that Contractor is qualified to provide the Services and desires to enter into an agreement with the Amenity Manager to do so in accordance with the terms and specifications in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Amenity Manager and Contractor hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. Duties. The scope of Services, and schedule for the Services, are as set forth in Exhibit A. Contractor shall:

   a. Coordinate Services directly with Amenity Manager’s representative, or his or her designee;
   b. Ensure that only District Patrons and Guests, within the meaning of the District’s Amenities Rule Handbook, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
   c. Shall abide by the Amenities Rule Handbook, as amended from time to time, and shall notify the Amenity Manager in the event that any Patron, Guest or other person fails to abide by the Amenities Rule Handbook;
   d. Maintain the area where the Services are provided during Contractor’s use of the Amenities, including, but not limited to, ensuring cleanliness and debris-free condition;
   e. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
   f. Maintain all necessary licenses, permits and other authority to provide such Services.
The Contractor agrees that it has obtained, read and understood the Amenities Rule Handbook, as amended from time to time. Among other provisions, the Contractor recognizes that all persons participating in lessons, activities or programs offered by the Contractor must be District residents, individuals who have paid the District’s annual user fees, or guests of the foregoing.

3. **Care of Property.** Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its lessons, activities or programs to do the same. The Contractor agrees that it shall assume responsibility for any and all damage to the District’s facility or lands as a result of Contractor’s use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District’s facility or lands occurs, the Contractor shall promptly notify the Amenity Manager. The Contractor agrees that the Amenity Manager may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District’s lands, facilities, residents and landowners. The Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the Amenity Manager and/or District reflecting the cost of the repairs made under this section.

4. **Use of Amenities.** Contractor understands and agrees that, at the Amenity Manager’s option, the Contractor may not have exclusive use of the Amenities where the lesson, activity or program is being provided by the Contractor, and instead may have access to only an area designated by the Amenity Manager. Contractor shall be responsible for ensuring that its lesson, activity or program sizes do not exceed the capacity of the Amenities, and shall timely provide class size information to the Amenity Manager to assist with this determination. Further, the District, through the Amenity Manager, reserves the right to cancel any lesson, activity or program with no or limited notice to Contractor and for any or no reason.

5. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in s. 514.071, *Florida Statutes* and other applicable law. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services, including taking precautions for the safety of the attendees and others at the amenities. All minors participating in any lessons, activities or programs shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant or other person while using the Amenities. All such participants shall execute the District’s form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

6. **Compensation.** The compensation for the Services is as set forth in Exhibit A. Collection of the fees for the Services is as described in Exhibit A. Contractor agrees to keep accurate records of the Services it provides, including the number of attendees, as well as any fees collected (if any), and the Amenity Manager and/or District may audit such records at any time.

7. **Term.** Unless terminated pursuant to the terms of this Agreement, this Agreement shall commence upon the date first written above, shall continue through September 30, 20__, and shall automatically renew for one-year periods ending September 30 of each year.

8. **Insurance.** Contractor agrees to obtain insurance acceptable to the District and Amenity Manager and in the amounts set forth in Exhibit B. The District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on certain of the policies, as shown on Exhibit B. The Contractor shall furnish the Amenity Manager and District with the Certificate of Insurance (and any
endorsements) evidencing compliance with the insurance requirements set forth herein. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Amenity Manager. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

9. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Amenity Manager, contractors, agents, and representatives from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including, but not limited to, all employees, agents and representatives of the Contractor, attendees, and persons traveling to or from the lessons, activities or programs offered by Contractor, and for any injuries, death, theft, real or personal property damage or loss of any nature, and any other claim of any type or nature, arising out of, or in connection with, the Services or Contractor’s use of the Amenities in connection with this Agreement, including the costs of litigation or any appellate proceedings with respect thereto.

10. **Independent Contractor.** The Contractor shall serve as an independent contractor of the Amenity Manager.

11. **Taxes.** The Contractor is responsible for paying income tax and self-employment tax, and the Amenity Manager will not withhold taxes from any compensation paid hereunder. Amenity Manager and District shall not be obligated to pay, and shall be immediately reimbursed by Contractor if Amenity Manager or District does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Contractor to comply with the Agreement, applicable laws or governmental regulations, and Contractor’s defense, indemnification and hold harmless obligations set forth in Section 9 above extend to, among other things (and without intending to limit Section 9 in any way), the payment of any and all such taxes, penalties and interest.

12. **Sovereign Immunity.** Contractor further agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

13. **Enforcement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

14. **Third Party Rights.** The District shall have third party rights to enforce the provisions of this Agreement.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties to this Agreement.

16. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

17. **Assignment.** Neither the Amenity Manager nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. **Merger.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
19. **Public Records.** All records relating to this Agreement may be public records, and the Contractor agrees to comply with Florida law governing public records, including by responding to requests from the District and/or Amenity Manager for such records.

20. **Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

**If to Contractor:**


**If to Amenity Manager:**

Vesta Property Services, Inc.  
245 Riverside Avenue, Suite 250  
Jacksonville, Florida 32204  
Attn: Roy Deary

**If to District:**

Harbor Bay Community Development District  
c/o DPFG Management & Consulting, LLC  
250 International Parkway, Suite 280  
Lake Mary, Florida 32746  
Attn: District Manager

**With a copy to:**

Hopping Green & Sams P.A.  
119 S. Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

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

21. **Termination.** This Agreement may be terminated immediately by the Amenity Manager for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the Amenity Manager, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

[Print Name of Witness] By: ___________________________

AMENITY MANAGER:

Vesta Property Services, Inc.

By: ___________________________

CONTRACTOR:

[Print Name of Witness] By: ___________________________

ACKNOWLEDGED BY:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

By: ___________________________
Its: District Manager

Exhibit A: Scope, Schedule & Compensation
Exhibit B: Insurance Certificate (with Endorsements)
**Exhibit A**

**Scope, Schedule & Compensation**

**Services & Compensation.** The Contractor shall provide the following type of Recreation Programming, with the compensation as follows:

<table>
<thead>
<tr>
<th>Lesson, Activity or Program</th>
<th>Permitted Fee to Patrons</th>
<th>Contractor Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Class (__________)</td>
<td></td>
<td>70%</td>
</tr>
<tr>
<td>Yoga</td>
<td></td>
<td>70%</td>
</tr>
<tr>
<td>Tennis Lesson</td>
<td></td>
<td>70%</td>
</tr>
<tr>
<td>Swimming Lesson</td>
<td></td>
<td>70%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Collection of Fees.** Collection of fees from Patrons shall be done as follows: Patrons shall make payment directly to the Amenity Manager or through a third-party service (e.g., Daxco).

**Schedule.** The Contractor shall provide the Services on ___ an as needed basis at the request of the Amenity Manager OR ___ on the following schedule:

_________________________________________

_________________________________________

_________________________________________

_________________________________________

_________________________________________

Agreed to by Contractor: ____ (Initials)
Agreed to by Amenity Manager: ____ (Initials)
Date: _____________
Exhibit B
Insurance Certificate (with Endorsements)

Amounts:

___ General Liability $__________
___ Professional Liability $__________
___ Other $__________
___ Other $__________

The Harbor Bay Community Development District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on the General Liability policy and ______________________________________________________________________ polic(ies) identified above.

[NOTE TO AMENITY MANAGER: ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]
MEMORANDUM

To: Board of Supervisors
   Harbor Bay Community Development District

From: Mike Collazo

Re: Status Update to Parking and Towing Rules

Date: March 12, 2020

The purpose of this memorandum is to provide the Harbor Bay Community Development District ("District") Board of Supervisors ("Board") a status update regarding the proposed parking and towing rules ("2020 Rules").

At the December 19, 2019 board meeting, the Board directed Hopping Green & Sams, P.A. ("HGS") to revise the 2020 Rules to:

- Prohibit parking on roundabout islands (violators may be fined but not towed)
- Regulate Anchor Cove parking
- Regulate Bay Breeze parking, but note that such regulation will only apply once the Bay Breeze properties are acquired by the District
- Remove everything else, especially all references to golf carts and low speed vehicles
- Ensure all prior parking policies/rules are superseded

Attached to this memorandum as Exhibit A is a redline version of the 2020 Rules that incorporate these changes requested at the December 19, 2019 board meeting. Please refer to that exhibit for details.

The Board also directed HGS to compare the 2020 Rules to the rules that are presently in place and posted to the District's website (the "2010 Rules"). HGS has performed the comparison and offers the following comments (insignificant differences are not addressed herein):

- The 2010 Rules include a “notice” regarding theft, vandalism, and/or damage procedures. They provide that District security staff will “complete, record and file an incident report with the Residential Services Office” but not contact local law enforcement, which is the responsibility of the owner. The 2020 Rules would contain a “park at your own risk” provision but would not otherwise address the preparation or filing of a report or contacting local law enforcement.
• In connection with street parking, the 2010 Rules defer to MiraBay Architectural Guidelines. However, the 2020 Rules would clarify that they do not apply within District road right-of-ways, which are instead governed by Chapter 316, Fla. Stat., and Chapter 50, Article V, Hillsborough County Code of Ordinances.

• Unlike the 2010 Rules, the 2020 Rules would not focus on designating/regulating parking within several different areas, but instead focus on prohibiting parking in a few specific areas. For example, instead of separately addressing parking within the clubhouse parking lot, tennis facility parking lot, etc. like in the 2010 Rules, the 2020 Rules would only prohibit parking on roundabout islands and Anchor Cove and Bay Breeze (once applicable) parking areas without a parking permit.

• The 2010 Rules generally prohibit overnight parking at District Amenities, whereas the 2020 Rules would generally allow parking (day or night) at District Amenities, except with respect to Anchor Cove and Bay Breeze parking areas, which would require parking permits. (In the case of Bay Breeze parking area, per the Board’s request, the 2020 Rules would include a note clarifying that no parking permit is necessary until the District assumes ownership of same.)

• The 2010 Rules explicitly prohibit parking in the roundabout area in front of the main clubhouse (which was reserved for emergency and law enforcement vehicle parking only), whereas the 2020 Rules would not prohibit parking in that area.

• The 2010 Rules limit parking at District Amenities and other common areas to recreational facilities users, District staff, employees, vendors, and consultants only, whereas the 2020 Rules would not limit parking in this way.

• The 2010 Rules prohibit parking at the boat lift (and further note that there are no parking areas in the vicinity of the boat lift, street and curbside parking are for pickup and drop off only, and that parking on the grass or landscaped areas is prohibited), whereas the 2020 Rules do not address parking at the boat lift.

• The 2010 Rules include a detailed schedule of parking exceptions and “special dispensation & circumstances,” which appear to function like a kind of permitting program for parking exceptions. However, the 2020 Rules would include a less detailed parking permit procedure that would be specific to Anchor Cove and Bay Breeze (once applicable) residents only, for the sole purpose of parking in the Anchor Cove and Bay Breeze parking areas.

• The 2010 Rules include detailed towing/removal and appellate procedures, whereas the 2020 Rules would not. Instead, the 2020 Rules would merely establish areas posted consistent with Section 715.07, Fla. Stat. as Tow-Away Zones, but would not otherwise identify Tow-Away Zones in the Traffic and
Parking Signage Plan (Exhibit A to the 2020 Rules) or include towing/removal and appellate procedures.

Finally, the Board also directed HGS to prepare a “Parking Policy Cover Note” and to attach said note to this memorandum. Please refer to Exhibit B for the requested Parking and Towing Policy Cover Note.

In connection with all of the above, the Board of Supervisors may wish to consider the following two motions:

A MOTION TO PUBLISH NOTICES OF RULE DEVELOPMENT AND RULEMAKING CONSISTENT WITH CHAPTERS 120 AND 190, FLORIDA STATUTES, FOR A CLEAN COPY OF THE PARKING AND TOWING POLICY ATTACHED AS EXHIBIT A TO DISTRICT COUNSEL’S MEMORANDUM ENTITLED “STATUS UPDATE TO PARKING AND TOWING RULE” DATED MARCH 12, 2020.

A MOTION TO APPROVE IN SUBSTANTIAL FORM THE PARKING AND TOWING POLICY COVER NOTE ATTACHED AS EXHIBIT B TO DISTRICT COUNSEL’S MEMORANDUM ENTITLED “STATUS UPDATE TO PARKING AND TOWING RULE” DATED MARCH 12, 2020, AND TO DIRECT THE DISTRICT MANAGER TO FINALIZE AND PUBLISH SAID COVER NOTE WITH THE PARKING AND TOWING POLICY UPON FINAL ADOPTION OF SAME.

I hope this memorandum has proven to be helpful and informative. Please do not hesitate to contact me if you have any questions or would like to discuss some aspect of this memorandum further. Thank you.
EXHIBIT A

REDLINE VERSION OF PROPOSED 2020 PARKING AND TOWING POLICY
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 PROHIBITED.**

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.

C. **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.

E-A. **Roundabout Islands.** Notwithstanding their physical location within District right-of-ways (please see subparagraph F-C 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. Persons parking within a roundabout island may be subject to fines.

E. **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.

H-B. **Overnight Anchor Cove and Bay Breeze Parking Areas.** Only Anchor Cove and Bay Breeze Patrons and Guests may park in the Anchor Cove and Bay Breeze parking areas identified on Exhibit A, provided they obtain and properly display the parking permit contemplated by Section 5 herein. Otherwise, parking is prohibited within these parking areas. With respect to Bay Breeze parking areas, however, this paragraph and the permitting process contemplated by Section 5 shall only take effect upon acquisition of said parking areas by the District. 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.

I.C. **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-right-of-ways and are incorporated herein by this reference.

J. **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.

BA. Overnight Parking Permits for Anchor Cove and Bay Breeze Parking Areas. Anchor Cove and Bay Breeze Patrons and Guests may apply for an “Overnight Parking Permit” which will allow them to park in the Anchor Cove and Bay Breeze parking areas identified on Exhibit A, 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 or Bay Breeze property, and such Overnight Parking Permits are nontransferable.

ii. Anchor Cove and Bay Breeze 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 (where identified as such), 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 (where identified as such), 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.

10.6. Establishment of Tow-Away Zones. Certain The District may establish Tow-Away Zones throughout the District by posting 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 signage in a manner consistent with 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.

11.7. 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); (iii) 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/vehicles 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.

12.8 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.

13.9 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.
14.10. **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.

15.11. **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.

16.12. **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
Certificate of Authorization No. 29915
www.cardno.com - TEL: (727) 531 - 3505
380 PARK PLACE BLVD, SUITE 300, CLEARWATER, FLORIDA 33759

DEVELOPMENT DISTRICT
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

TRAFFIC AND PARKING SIGNAGE PLAN
SHEET 1

LEGEND:
- CDD DESIGNATED PARKING AREA
- CDD NO PARKING
- CDD NO PARKING/TOW-AWAY ZONE

FUTURE DEVELOPMENT
EXHIBIT B

PARKING AND TOWING POLICY COVER NOTE

Depending on the specific location in MiraBay, different parking rules may be applied and enforced by the Harbor Bay Community Development District, a homeowner’s association, and/or Hillsborough County, as follows:

- Within District roadways, parking regulation and enforcement is handled by Hillsborough County. You can access Hillsborough County’s parking regulations by clicking [here](#). If you believe someone is violating parking rules within a District roadway, please call Hillsborough County directly at (___) ____ - ______.

- Within other District-owned properties like certain common areas and parking lots (but not roadways), the District has also established and enforces its own parking regulations. You can access the District’s parking regulations by clicking [______](#). If you believe someone is violating a parking rule on a District-owned property that is not a roadway, please call the District directly at (___) ____ - ______.

- Within specific neighborhoods (Seacrest, Bay Breeze, and Anchor Cove), homeowner associations have also established and enforce their own parking regulations. You can access these HOA parking regulations by clicking [_____](#) for Seacrest, [_____](#) for Bay Breeze, and [_____](#) for Anchor Cove. If you believe someone is violating a neighborhood’s parking rules, please call that neighborhood’s homeowner association directly. You can reach the Seacrest HOA at (___) ____ - ______; the Bay Breeze HOA at (___) ____ - ______; and the Anchor Cove HOA at (___) ____ - ______.
EXHIBIT 14
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisors
From: Sarah Sandy, District Counsel
Date: 03/19/2020
Subject: Internal Controls Policy Resolution

ISSUE:
Request the Board to adopt policy establishing and maintaining internal control policies for the District.

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)
Legislation enacted in 2019 requires “local governmental entities” (including CDDs) to establish and maintain internal controls designed to:

• Prevent and detect fraud, waste, and abuse
• Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices
• Support economical and efficient operations
• Ensure reliability of financial records and reports
• Safeguard assets


To demonstrate compliance with Section 218.33, Fla. Stat., HGS recommends adoption of the attached Internal Controls Policy, which HGS has developed in collaboration with several auditors and district management services providers.

EXPECTED COMPLETION DATE: N/A

DECISION TO BE MADE:
Motion to adopt Resolution 2020-10, adopting an Internal Control Policy.

ATTACHMENTS:
Resolution by the Board of Supervisors of the Harbor Bay Community Development District Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing an Effective Date.
RESOLUTION 2020-10

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT
WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN
EFFECTIVE DATE.

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

WHEREAS, consistent with Section 218.33, Florida Statutes, the District is statutorily
required to establish and maintain internal controls designed to prevent and detect fraud, waste, and
abuse as defined in Section 11.45(1), Florida Statutes; promote and encourage compliance with
applicable laws, rules, contracts, grant agreements, and best practices; support economical and
efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, Florida Statutes, the District
desires to adopt by resolution the Internal Controls Policy attached hereto as Exhibit A.

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

SECTION 1. The attached Internal Controls Policy attached hereto as Exhibit A is hereby
adopted pursuant to this Resolution.

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

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


ATTEST:       HARBOR BAY COMMUNITY
Secretary/Assistant Secretary   DEVELOPMENT DISTRICT
Chairman, Board of Supervisors
EXHIBIT “A”

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
INTERNAL CONTROLS POLICY

1. Purpose.

1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Harbor Bay Community Development District.

1.2. Consistent with Section 218.33(3), Florida Statutes, the internal controls adopted herein are designed to:

1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).

1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

1.2.3. Support economical and efficient operations.

1.2.4. Ensure reliability of financial records and reports.

1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.

2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.

2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.

2.4. “Board” means the Board of Supervisors for the District.

2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.

2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.

2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.


3.1. Ethical and Honest Behavior.

3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.

3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.

3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:

4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.
5. **Control Activities.**

5.1. **Minimum Internal Controls.** The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District’s material fixed Assets.

5.1.1.6. Maintaining physical control over the District’s material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.

5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. **Information and Communication.**

6.1. **Information and Communication.** District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. **Training.** District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. **Monitoring Activities.**

7.1. **Internal Reviews.** District Management shall internally review the District’s Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.
7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. **External Audits and Other Reviews.** Audits and other reviews may be performed on various components of the District’s Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** Sections 190.011(5), 218.33(3), *Florida Statutes*

**Effective date:** ____________, 2020
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisors
From: Roy Deary, Vesta Property Services, Inc.
Date: April 9, 2020

ISSUE:
Update by Vesta

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)
Attached, one-page documents

EXPECTED COMPLETION DATE:
N/A

BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC):
N/A

DECISION TO BE MADE:
None

ATTACHMENTS:
One-page overview along with three (3), separate one-page memos
Harbor Bay Community Development District
c/o Patricia Thibault
District Manager
280 International Parkway, Suite 250
Lake Mary, FL 32746

Subject: Update/Follow Up from April 7, 2020 Board Meeting

Dear Supervisors,

As a follow up to several items that Vesta discussed at this week’s Board Meeting on April 7, I’ve included separate, one-page memos on the following topics:

1. Continued progress on planning for an eventual re-opening of the amenities.

2. An overview of Vesta’s plan involving a State of Florida “Reemployment Assistance” program called “Short Time Compensation” (STC) by the State.

3. An overview of a possible Food Carry-Out & Delivery service for the residents.

Regarding item #2 listed above, Vesta will be providing further details as to how our STC program could relate specifically to our associates and contract with Harbor Bay CDD in another memo that will be provided to the Board of Supervisors next week, prior to the April 16 Meeting, where I will be happy to discuss these matters further with the Board. Thank you for your consideration.

Sincerely,

Roy Deary
President,
Amenities Division
April 9, 2020
Outline of Plan/To-Do List by Dept. for Safely Re-Opening of Amenity Facilities

While the following outline is still quite preliminary as of April 9, 2020, Vesta will continue to make further progress on planning for the re-opening of the amenity facilities. While a specific date, of course, is still uncertain, we remain optimistic that this could happen by the middle-to-end of May. We also recognize that this initial outline omits other aspects involving communication with the residents, programs, etc.; we’ll update and expand on this outline in much more detail in the coming weeks in April and thereafter.

1. **Pools, Lifeguards** recalled, ensuring safe and stable chemicals & water-quality; staff trained, etc.

2. **Front Desk/Clubhouse Office** staffing; phones have been transferred back to the facilities, etc.

3. **Food & Beverage** staff recalled; goods delivered & re-stocked, etc.:
   a. Retrain on food handling safety, initially, if CDC guidelines for workplace still call for it. Plan on having staff wear face masks and gloves at all times.
   b. Concern about money handling: Is there a way to go with credit card only? If this is not feasible, train all staff on wearing gloves, properly changing gloves after handling money and credit cards, and between handling prepared foods. Frequently wash hands and avoid touching your face.

4. **Facilities Maintenance** fully staffed & functioning; necessary equip. & supplies on hand.

5. **Housekeeping/Janitorial**: 2 weeks before re-opening, schedule a top-to-bottom deep clean and sanitize all frequently touched surfaces.
   a. Revise the cleaning schedule to include more attention to keeping these areas disinfected and sanitized, cleaned, and reduce the emphasis on lesser essential cleanings, for 90 days. We will monitor this protocol.
   b. Retrain the Front Desk to frequently clean all front door handles and exit push bars, as well as the front desk, keyboards and phones.

6. **Fitness Center**: Same protocol as housekeeping/Janitorial.
   a. All fitness centers should have additional hand sanitizer stations, and additional spray bottles of sanitizer for residents to use.
   b. Retrain all Fitness instructors and staff to include in their job descriptions the need to frequently wipe down the equipment. Anyone who works at the fitness desk will have to multi-task, with an emphasis on this effort.

Furthermore: Order more hand sanitizers, towels, gloves and masks for the employees’ and residents’ protection. When we re-open, we’ll likely need to continue wearing PPE where interactions occur with residents and with food. Housekeeping staff will be going through supplies very quickly, so include in our planning how we will monitor, maintain and ensure that these items are in-stock at all times.

At this point, this outline is not meant to be all inclusive but further progress on our planning. When we reopen, there will be some initial issues and things will not be perfect, so the departments will need to be spot-checked daily. We would like weekly updates from the GM to the District Staff & Vesta leadership (and potentially the Board), for the first 4 weeks that we reopen, outlining information on what has been done to provide proper oversight and make any necessary changes to ensure that the residents’ and staff’s health and safety are being focused upon. (It doesn’t have to be long and comprehensive; this is a concise briefing for other stakeholders more than anything.)
As a result of the COVID-19 pandemic and its widespread economic ramifications, Vesta has devoted several weeks to developing a comprehensive and balanced plan that addresses:

1. **Our associates’** and Vesta’s *mutual* desire to
   (a) have Vesta retain as many associates as possible (rather than resorting to layoffs) and
   (b) utilize this opportunity to provide training and development resources for our associates.

2. **Our clientele’s**
   (a) desire that their assessments are utilized as wisely and efficiently as possible and
   (b) concerns about their residents’ recent and ongoing financial hardships.

3. **Our company’s** desire to maintain its financial stability as much as possible.

Successfully satisfying these desires and concerns and achieving this balance should result in:

1. A more stable, productive, and loyal workforce for Vesta and our clientele (thus enabling a quicker resumption of normal operations and services).
2. A stronger financial position for our associates (due to lower unemployment).
3. A stronger financial position for our clientele (due to temporarily lower management fees).
4. A stronger company in terms of Vesta’s:
   (a) workforce stability (due to less turnover of associates) and effectiveness/productivity (due to enhanced training), and
   (b) financial stability (due to lower wages that offset lower revenue)
5. A stronger financial position for our State Government and (ultimately) all payroll tax-paying businesses (due to lower demand for the State’s unemployment or “reemployment” benefits.)

Due to Vesta’s size, we believe that we are largely ineligible for most of the “stimulus” benefits under the Federal Government’s recent CARES act. However, section 443.1116 of the State of Florida’s 2019 statutes provides for “Reemployment Assistance” through its “Short Time Compensation” (STC) program. This initiative enables a voluntary program designed to help employers maintain their workforce by temporarily *reducing* (a required minimum of 10% and maximum of 40%) the weekly hours of a certain minimum number of full-time employees (part-time and seasonal employees are ineligible), *instead of laying off* these employees, when the employer is faced with a temporary slowdown in business.

The employer’s STC plan must be submitted in writing to the State and meet certain criteria, and the employees submitted under the plan must also meet certain qualifications to establish a reemployment claim from the State. If the employer’s STC plan is approved by the State (usually within 15 days of receipt) and the employee qualifications are met, the employee will receive a reemployment check from the State (usually within about a month after the plan first goes into effect) that will fully supplement their reduced paycheck from their employer. *To reiterate, the State’s STC program is designed to help minimize the likely, widespread unemployment effects of a significant, short-term slowdown in business.*

A key to Vesta’s STC plan for each property is identifying any employees who are temporarily not providing the service (partially or completely) for which they are employed, due to a current, short-term reduction in our services for that property. Typically, those employees would eventually be laid off. Instead, and to recap, the STC program can enable Vesta to maintain those individuals’ employment and pay them at least 60% of their current wages (plus continue their benefits, if any), temporarily and partially reduce their wages (up to 40%) along with our corresponding fee to our client, and the employee can file a “reemployment” claim with the State and fully recoup their lost, partial-wages from the State’s Short Time Compensation program. Thus, Vesta’s STC employees should ultimately maintain 100% of their income.
F & B Carry Out/Delivery Services

- Hours: 11 am - 8:00 pm; Monday - Saturday
- Full menu (including bottled beer and wine unopened)
- Ordering options
- Call ahead
- Online
- Payment options
- Online CC
- Pay by phone CC
- In person cash/check

Carry Out
- Residents would be given an estimated time of order completion.
- Residents would arrive at the Club where a server will be waiting.
- Server confirms the last name and then brings the order outside.

Delivery
- Order is placed and the resident is given an estimated time-of-delivery.
- Driver/server departs in a Vesta-provided vehicle.
- Orders are placed in a commercial thermal bag or banquet “hot box” to maintain proper temperature.
- Vehicles equipped with GPS to ensure prompt delivery.

Operational Considerations:
- Delivery times throughout the community - Estimated by GPS.
- Food needs to be served hot or cold (to order)
- Liquor license and alcohol delivery (possibly/ likely problematic)
- Online ordering and payment capabilities (= additional $125 per month for service)
- Number of Vesta vehicles (1) to start
- Magnet signs for vehicle
- Health Inspection protocols for delivery vehicle

Financial Considerations:
- Cost of Goods Sold = likely 50% of Sales (or a little more, depending on sales level)
- Estimated Break-Even = Approximately min. $15,000 sales a month (not likely)
Should there be interest by the Board in considering how Vesta’s “Short Time Compensation” (STC) approach could specifically apply to the District, the following is a potential plan for the month of May for certain reductions in work hours by Vesta’s on-site staff at MiraBay:

<table>
<thead>
<tr>
<th>Job Title Desc</th>
<th>DOL Status</th>
<th>% Work-Hrs. Reduced</th>
<th>Wages w/ burden Reduced in May</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager</td>
<td>Full-Time</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>F &amp; B Staff</td>
<td>Full-Time</td>
<td>30.00%</td>
<td>$994</td>
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<tr>
<td>Maintenance Staff</td>
<td>Full-Time</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Clubhouse Staff</td>
<td>Full-Time</td>
<td>30.00%</td>
<td>1,150</td>
</tr>
<tr>
<td>Field Ops. Mgr.</td>
<td>Full-Time</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Maintenance Tech</td>
<td>Full-Time</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Clubhouse Staff</td>
<td>Full-Time</td>
<td>30.00%</td>
<td>707</td>
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<tr>
<td>Housekeeping Staff</td>
<td>Full-Time</td>
<td>40.00%</td>
<td>991</td>
</tr>
<tr>
<td>Maintenance Tech</td>
<td>Full-Time</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Camp Counselor</td>
<td>Part-Time</td>
<td>50.00%</td>
<td>250</td>
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<tr>
<td>Clubhouse Attend.</td>
<td>Part-Time</td>
<td>60.00%</td>
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<tr>
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<td>F &amp; B Staff</td>
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<td>50.00%</td>
<td>1,060</td>
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<td>Receptionist</td>
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<td>70.00%</td>
<td>409</td>
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<tr>
<td>Clubhouse Staff</td>
<td>Part-Time</td>
<td>70.00%</td>
<td>376</td>
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<tr>
<td>Fitness Instructor</td>
<td>Part-Time</td>
<td>100.00%</td>
<td>714</td>
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<tr>
<td>Clubhouse Attend.</td>
<td>Part-Time</td>
<td>70.00%</td>
<td>1,710</td>
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<td>224</td>
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<td>Fitness STF</td>
<td>Part-Time</td>
<td>60.00%</td>
<td>993</td>
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<td>1,412</td>
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<td>Housekeeping Staff</td>
<td>Part-Time</td>
<td>60.00%</td>
<td>621</td>
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</tbody>
</table>

Total = $20,360

Notes:
1. As shown in the above Table, the potential reductions in Gross Wages in May is a combination of partial-and-full reductions in work hours for various members of Vesta’s staff.

2. All staff who experience a reduction in wages would very likely recoup that amount from the State’s and Federal CARES act’s unemployment benefits.
3. The full-time staff with their hours reduced (as shown in the Table, by 30% for three individuals and 40% for one individual) would be in Vesta’s STC plan, remain employed by Vesta, and should have their temporarily-reduced wages recouped through their unemployment/“reemployment” benefits.

4. The part-time staff’s reductions could range from 50% - 100% (as shown in the Table), which should also be recouped through unemployment/“reemployment” benefits.

(Regarding Unemployment/Furloughs: There are now well-publicized “complications” involved with receiving unemployment benefits. There are also concerns about whether furloughed employees will promptly return to their previous employers given the unusually generous unemployment benefits available through 7/31 (due to provisions of the Federal CARES act). The State’s standard requirements (for claiming unemployment benefits) involving actively pursuing employment have been waived in light of “Stay At Home” executive orders and resulting business closures. These factors combine to form an unprecedented & uncertain situation now compared to how “unemployment” has historically unfolded.)

Example: How this Potential STC Plan would Apply to Vesta’s May Invoice to the District:

Vesta’s standard monthly invoice for Harbor Bay CDD = $58,809.58. Based upon the reductions in staff hours outlined above, we could provide the following reductions to our invoice for the month of May:

1. Reduce “Swim Amenities (Task 3)” line item by 25% (the remaining 75% is for program staff) due to not employing pool attendants = $2,034.27. *(Vesta has also applied this reduction to its April invoice.)*

2. Reduce the remainder of the May invoice due to a combination of Vesta’s “Short Time Compensation” (STC) plan for four Full-Time associates and reductions for Part-Time associates (as shown in Table); Sub-Total = $20,360 (shown at bottom of Table.)

3. Total reduction (based upon the above information) in May invoice = $22,394.27 (= 38% of standard monthly invoice.)

Conclusion:

As we stated last week, Vesta continues to deploy our amenity staff to serve the District during the temporary closure of its facilities. In this memo, we’ve outlined one potential plan for targeted reductions in our workforce at MiraBay and corresponding reductions in our monthly invoice to the District.

While we understand varied perspectives and concerns, Vesta believes that the best approach in terms of (1) an associate loyalty standpoint; (2) our ability to quickly resume full amenity operations for our customers; and (3) the broader impact on the economy, is to try to continue to retain as many employees as possible, especially given the above-challenges with (a) the State’s processing of unemployment benefits for so many people, and (b) quickly bringing back all furloughed/laid-off amenity staff.
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisors
From: Mike Collazo
Date: April 8, 2020

ISSUE: Status of Traffic Control Jurisdiction Agreement with Hillsborough County

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE):

In January 2020, pursuant to Board direction, District Counsel began discussions with Hillsborough County staff regarding the District’s desire to enter into a Traffic Control Jurisdiction Agreement (TCJA) with the County. The purpose of the TCJA is to memorialize the terms and conditions pursuant to which the County Sheriff’s Office will patrol District streets. District Counsel and the Assistant County Attorney (ACA) responsible for preparing TCJAs agreed on the form of the TCJA, which the board vice chairman has signed and submitted to the county for consideration by the Board of County Commissioners (BOCC).

On a separate but related note, although state law generally sets the speed limit to 30 mph in unincorporated residential areas, it is possible to further reduce the speed limit to 25 mph if a study determines 25 mph to be reasonable for the community. In 2015 Coen & Company prepared (among other things) a “Vehicle Speed Evaluation” for the District, which concluded that “[p]osted speed limits are typically not reduced below the generalized 85th Percentile Speed, which in this case would be 25 mph.” Accordingly, a posted speed limit of 25 mph appears to be reasonable for Mirabay. As of the date of this memo, on-site staff is working to update speed limit signs in the community to 25 mph.

Based upon our communications with Hillsborough County staff, they did not need to be provided the Coen & Company study (or any other study) in connection with the TCJA. Nevertheless, in an abundance of caution, on March 25th District Counsel submitted the Coen & Company study to County staff via email, indicating that the District has concluded, based upon the study, that 25 mph is a reasonable speed limit for the community and that the County should notify the District of any objections it has within 14 days of the email. We are now beyond the 14-day period, and the County has not objected to the study or the District’s conclusions regarding the 25 mph speed limit.
EXPECTED COMPLETION DATE:

The ACA is obtaining final approvals for the TCJA from the Sheriff’s Office and the Public Works Department. Additionally, because of more critical COVID-19-related items that will need to come before the BOCC on April 15th, the ACA intends to have the TCJA considered at the board meeting scheduled for May 6th. She will confirm this with District Counsel when the May 6th agenda is set.

BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC):

None, except for the potential reimbursement of traffic control and enforcement costs pursuant to the terms of the TCJA.

DECISION TO BE MADE:

None.

ATTACHMENTS:

None.
Agenda Request; Patricia Thibault – District Manager

To: Board of Supervisors
From: Patricia Thibault – District Manager
Date: March 11, 2020

**ISSUE:** Change in Accounting Processes to Mitigate the Processing of Fraudulent Invoices

**ANALYSIS/INFO** (LOCATION – IF APPLICABLE) - On March 4, 2020 the district accounting office received three invoices totaling $106,340.99 for services supposedly rendered by Cardno for the time period September – November. The sending email address appeared to be a legitimate address and the bills and upon a very cursory review the supporting documentation appeared to be legitimate. (see attached example) Upon an in depth review it was determined that the invoices and the sender had potentially hacked the Cardno email and the invoices were fraudulent. Authorities from the FBI were contacted and a reports were filed.

DPFG is suggesting the following changes in process in order to mitigate outside entities having access to invoices being transmitted via the internet or email.

**Change in Accounting Process – Professional Staff – Counsel, Cardno, & VESTA**

DPFG will create a sharefile dropbox for the professional staff to drop their invoices for processing. Access will only be granted to the professional staff and DPFG. Invoices from professional staff should have appropriate executed approvals.

**Change in Accounting Process – Continuing Contracted Vendors**

DPFG will issue unique identifying purchase order numbers to each of the continuing contracted vendors – example: CLM – and advise that remitted invoices will not be processed unless the purchase order number is clearly marked on the invoice itself. The purchase order will be issued in the amount of the contract and upon payment the outstanding purchase order will be reduced.

The processing of ASO for additional service orders for CLM will continue to be processed as usual.
Change in Accounting Process – Mira Bay Vendors for Food and Beverage

DPFG has setup a sharefile dropbox for VESTA to drop all invoices that come to the clubhouse. Approved invoices are dropped by Tuesday and Thursday of each week and DPFG picks up and pays on Wednesday and Friday of each week.

**EXPECTED COMPLETION DATE:** The implementation of the dropbox system for professional staff and food and beverage can be accomplished by March 27th, 2020. Implementation of the purchase order processing can be implemented by May 1, 2020.

**BUDGET IMPACT-AMOUNT(RECURRING/RESERVE/ETC):** No budget impact.

**DECISION TO BE MADE:** Board to approve the direction of DPFG to instill a purchase order system for contracted vendors and to approve for professional staff to be able to file their invoices in a dropbox.

**ATTACHMENTS:** Fraudulent Cardno Invoice
INVOICE

WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
<thead>
<tr>
<th>Address</th>
<th>20215 Cortez Blvd, Brooksville, Florida 34601</th>
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<tbody>
<tr>
<td>Harbor Bay CDD</td>
<td>Invoice # : 522521</td>
</tr>
<tr>
<td>12750 Citrus Park Lane</td>
<td>Project : 0002380102</td>
</tr>
<tr>
<td>Suite 115</td>
<td>Project Name : WTR Harbor Bay CDD</td>
</tr>
<tr>
<td>Tampa FL 33625</td>
<td>Invoice Group : **</td>
</tr>
<tr>
<td>Attention: Joe Roethke</td>
<td>Invoice Date : 11/13/2019</td>
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For Professional Services Rendered through: 11/1/2019

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<thead>
<tr>
<th>Salaries</th>
<th>Expenses</th>
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<tbody>
<tr>
<td>Rate Schedule Labor</td>
<td>85,256.25</td>
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<tr>
<td>Total Salaries</td>
<td>85,256.25</td>
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<td>Regular Expenses</td>
<td>163.27</td>
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<td>Total Expenses</td>
<td>163.27</td>
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<td>Current Invoice</td>
<td>85,419.52</td>
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<td></td>
<td>Total this Invoice</td>
</tr>
</tbody>
</table>

Amount Due This Invoice ** | 85,419.52
INVOICE

EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address 20215 Cortez Blvd, Brooksville, Florida 34601

Project :  0002380102 -- WTR Harbor Bay CDD  

<table>
<thead>
<tr>
<th>Phase</th>
<th>Project Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>****</td>
<td>CAD Specialist</td>
</tr>
<tr>
<td><strong>Harbor Bay CDD</strong></td>
<td><strong>Design</strong></td>
</tr>
<tr>
<td><strong>Engineer</strong></td>
<td><strong>Invoices</strong></td>
</tr>
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</table>

### CAD Specialist

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morales Jr., Alirio A.</td>
<td>9/4/2019</td>
<td>8.00</td>
<td>120.00</td>
<td>960.00</td>
</tr>
<tr>
<td>Properties Name &amp; addreses</td>
<td>9/4/2019</td>
<td>4.00</td>
<td>120.00</td>
<td>480.00</td>
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<tr>
<td>Typical Canal lots</td>
<td>10/9/2019</td>
<td>2.00</td>
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<td>240.00</td>
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<td>Miramar Community Easement Information</td>
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<td>4.00</td>
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<td>Property map update</td>
<td></td>
<td>18.00</td>
<td></td>
<td>2,160.00</td>
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<td>Detsis, Michael</td>
<td>8/29/2019</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
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<td>Discussion with Tom, second review of historical drainage plan and narrative for Harbor Bay CDD.</td>
<td>9/3/2019</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
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<tr>
<td>Discussion with Tom, began reviewing Harbor Bay drainage memos prepared by Greg Woodcock from Brooksville office. Reviewed drainage plan.</td>
<td>9/4/2019</td>
<td>2.00</td>
<td>95.00</td>
<td>190.00</td>
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<tr>
<td>Discussion with Tom, reviewed and revised drainage memos as necessary.</td>
<td>9/5/2019</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
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<tr>
<td>Completed revisions to drainage memos.</td>
<td>9/17/2019</td>
<td>0.50</td>
<td>95.00</td>
<td>47.50</td>
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<tr>
<td>Reviewed plans and stormtabs resubmitted by Genesis Halff.</td>
<td>9/18/2019</td>
<td>2.00</td>
<td>95.00</td>
<td>190.00</td>
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<td>Finished review of stormtab calculations and plans. Noted any potential revisions.</td>
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<td>7.50</td>
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**Total: CAD Specialist**

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<th>Hours</th>
<th>Rate</th>
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### Engineer

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EFT REMITTANCE
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Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

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### EFT REMITTANCE

**WELLS FARGO**

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666

Address: 20215 Cortez Blvd, Brooksville, Florida 34601

**Project**: 0002380102 -- WTR Harbor Bay CDD  
**Invoice #**: 522521

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#### Phase: **** -- Harbor Bay CDD

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**Project acquisition standards table edits and memorandum creation**
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## Phase: **** -- Harbor Bay CDD

### Rate Schedule Labor

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EFT REMITTANCE

WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

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EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

Project: 0002380102 -- WTR Harbor Bay CDD  
Invoice #: 522521

| Phase: **** -- Harbor Bay CDD |

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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
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</tr>
<tr>
<td>Coordinating with Tom Burke regarding drainage project reports. Review and update project list. Coordination regarding easement flyer. Project coordination with Hecker. Restroom contract call. Reserve study review and send draft to Michael to review. Respond to emails. Requisitions.</td>
<td>8/27/2019</td>
<td>1.00</td>
<td>135.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Project coordination and email responses. Review Bond documents.</td>
<td>8/28/2019</td>
<td>3.75</td>
<td>135.00</td>
<td>506.25</td>
</tr>
<tr>
<td>Coordinate with staff and developer regarding townhome letter and O and M inspection. Project coordination with staff. Respond to emails. Coordinate with staff regarding mangrove trimming. Contact Suncoast regarding mangrove trimming.</td>
<td>8/29/2019</td>
<td>6.75</td>
<td>135.00</td>
<td>911.25</td>
</tr>
<tr>
<td>Call with Sandy regarding bay breeze. Coordinate with Chris regarding seawall concrete cap discoloration. Coordinate with shade sail contractor and Sandy regarding site plan for County permitting. Prepare for and attend CDD meeting. Coordinate with Shade sail contractor and district staff regarding HC permitting. Call with Chris regarding 526 Islebay. Review bay breeze memo and call Sarah and Cardno environmental group to get options and approx. costs.</td>
<td>8/30/2019</td>
<td>2.50</td>
<td>135.00</td>
<td>337.50</td>
</tr>
<tr>
<td>Coordinate with Shade sail contractor and send original site plan of playground area per his request. Respond to emails and project coordination</td>
<td>9/3/2019</td>
<td>5.25</td>
<td>135.00</td>
<td>708.75</td>
</tr>
<tr>
<td>Review project information for pickle ball courts and outfitter expansion. Review and respond to emails as needed. Project coordination with staff and Hecker. Call health department and leave message regarding pool monitor requirements.</td>
<td>9/4/2019</td>
<td>1.00</td>
<td>135.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Prepare exhibits and send email to Michael regarding shade sail site plan and existing property lines. Send pool retaining wall plans to Chris for review. Coordinate with staff and Hecker regarding pool retaining wall closures.</td>
<td>9/5/2019</td>
<td>3.00</td>
<td>135.00</td>
<td>405.00</td>
</tr>
<tr>
<td>Onsite meeting with staff to review projects. Review Tom Burk's comments on reports and update as needed. Send email to Jeremy R regarding roadway review. Respond to emails and coordinate with Sarah S. Projects updates</td>
<td>9/6/2019</td>
<td>7.25</td>
<td>135.00</td>
<td>978.75</td>
</tr>
<tr>
<td>Project coordination and review. Respond to emails. Coordinate reports with Tom Burke. Send updates on</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Date</td>
<td>Hours</td>
<td>Rate</td>
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<tr>
<td>9/9/2019</td>
<td>6.00</td>
<td>135.00</td>
<td>810.00</td>
<td></td>
</tr>
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</table>

reserve study to Steve. prepare for and attend call with staff and council regarding bay breeze. Send information requested to staff. Download roundabout report from Mike and review. Prepare pavers cost estimate. Shad sail site plan review.
Rate Schedule Labor

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
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</tr>
<tr>
<td>Agenda item preparation. Coordinate with Jeremy regarding pavement review schedule. Coordinate with Ryan W regarding pool slide review and paint information. Coordinate with Tom Burke regarding drainage reports and updates. Coordinate with CLM regarding palm planters sketch. Update reserve study summary and send to Steve per his request. Research ADA sidewalk requirements and send to Michael R.</td>
<td>9/10/2019</td>
<td>7.50</td>
<td>135.00</td>
<td>1,012.50</td>
</tr>
<tr>
<td>Project coordination and meeting preparation. Send round a bout memo and cost estimate to Michael M for review. Coordinate with Chris regarding wall maintenance memo and easement memo. Coordinate with contractors on schedules, call with sign contractor, call with Cardno staff. Coordinate with Hecker and Perry regarding pool retaining wall. Dockers memo to staff. Send written updates to Joe. Send restroom scope of services to Michael R. Call with Rick H regarding Bay Breeze proposal. Send Chris information regarding wolf creek sail permit.</td>
<td>9/11/2019</td>
<td>4.75</td>
<td>135.00</td>
<td>641.25</td>
</tr>
<tr>
<td>Boat Lift review for agenda. Call with Wayne P regarding signage questions. Bay Breeze coordination. Provide responses to sign contractors questions. Contractor proposal request for pond weir. Coordinate with staff regarding Villemaire drainage. Coordinate with Developer regarding townhomes and SWFWMD permit.</td>
<td>9/13/2019</td>
<td>2.50</td>
<td>135.00</td>
<td>337.50</td>
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<tr>
<td>Conference call with Staff to review projects and upcoming projects. Respond to emails. Meeting preparation</td>
<td>9/16/2019</td>
<td>2.00</td>
<td>135.00</td>
<td>270.00</td>
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<tr>
<td>Coordinate Ryan and group regarding meeting followup.</td>
<td>9/18/2019</td>
<td>3.00</td>
<td>135.00</td>
<td>405.00</td>
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<tr>
<td>Correspondance with Staff. Respond to emails. Projects Coordination.</td>
<td>9/19/2019</td>
<td>8.00</td>
<td>135.00</td>
<td>1,080.00</td>
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<tr>
<td>Prepare for and attend CDD meeting</td>
<td>9/20/2019</td>
<td>1.00</td>
<td>135.00</td>
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<td>Meeting follow up with staff.</td>
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<td>1.00</td>
<td>135.00</td>
<td>135.00</td>
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<tr>
<td>Project coordination. Coordinate with Chris regarding acquisitions and inspections and information needed.</td>
<td>9/24/2019</td>
<td>2.25</td>
<td>135.00</td>
<td>303.75</td>
</tr>
<tr>
<td>Coordinate with staff regarding acquisition inspections. Call with Stan of Capital Land regarding amenity planters and questions from previous meeting. Call with Joe Vath regarding lift applications.</td>
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EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
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<th>Date</th>
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<tr>
<td>9/26/2019</td>
<td>1.00</td>
<td>135.00</td>
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</table>

Project coordination with staff. Call with Perry regarding tennis court drainage. Call with Chris regarding projects and acquisitions. Coordinate with Tom Burke regarding requisition signatures.
INVOICE

EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address 20215 Cortez Blvd , Brooksville, Florida 34601

PROJECT: 0002380102 -- WTR Harbor Bay CDD
Invoice #: 522521

Phase: **** -- Harbor Bay CDD

Rate Schedule Labor

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<tr>
<td></td>
<td>9/27/2019</td>
<td>1.50</td>
<td>135.00</td>
<td>202.50</td>
</tr>
<tr>
<td>Coordinate with Townhome developer regarding connection letter and SWFWMD operation and maintenance certification for pond. Coordinate with Joe R regarding pond control structure weir support replacement.</td>
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<tr>
<td></td>
<td>10/1/2019</td>
<td>2.25</td>
<td>135.00</td>
<td>303.75</td>
</tr>
<tr>
<td>Coordinate with suncoast environ regarding mangrove trimming proposal. Review playground drainage and send email to Tom Burke. Coordinate with Roadway group to reinspect the signage for compliance. Send proposals to Joe for execution. Review last year accomplishments and coordinate with staff regarding information requested.</td>
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<td></td>
<td>10/2/2019</td>
<td>1.50</td>
<td>135.00</td>
<td>202.50</td>
</tr>
<tr>
<td>Send paver information to Tom Burke to review and provide options for round a bout solution. Request proposal from DC Johnson to survey landings park playground for preparation of site plan for County permitting.</td>
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<td></td>
<td>10/3/2019</td>
<td>0.75</td>
<td>135.00</td>
<td>101.25</td>
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<tr>
<td>Coordinate with Rick Hagburg regarding Bay Breeze report and set meeting for next Tuesday to review status. Review parking memo.</td>
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<td></td>
<td>10/4/2019</td>
<td>3.00</td>
<td>135.00</td>
<td>405.00</td>
</tr>
<tr>
<td>Coordinate with Jeremy Runckle regarding signage certification and district gate location. Call with Site masters regarding skimmer repair. Request schedule from Hecker for projects. Review boat lift submitted by Hecker. Coordinate with Hecker regarding additional information needed. Coordinate with Ryan regarding parcel 8 drainage connections to the lagoon. Coordinate with Ashley regarding the occupancy load for exercise spaces.</td>
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<td></td>
<td>10/7/2019</td>
<td>4.25</td>
<td>135.00</td>
<td>573.75</td>
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<tr>
<td>Call with Dan Johnson regarding survey proposal. Email Hecker regarding schedules. Call with Chris. Respond to emails. Review sketch provided by CLM and provide comments. Coordinate with Ryan regarding lagoon drainage. Coordinate with Michael regarding inlet repairs and schedule the work. Project review with Hecker. Review boat lift application with Hecker.</td>
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</tr>
<tr>
<td>Date</td>
<td>Hours</td>
<td>Rate</td>
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<tr>
<td>10/8/19</td>
<td>4.00</td>
<td>135.00</td>
<td>540.00</td>
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<tr>
<td>10/9/19</td>
<td>3.00</td>
<td>135.00</td>
<td>405.00</td>
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</tbody>
</table>

Meeting preparation. Coordinate signage inspection. Send pool restroom scope to ryan. Review roundabout pavement widths and send to Mike Maurer per his request. Coordinate with HGS and GB Collins regarding pool safety plan.
### Phase: **** -- Harbor Bay CDD

#### Rate Schedule Labor

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
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<td></td>
</tr>
<tr>
<td>Written updates to Rizzetta. Correspondance with staff. Coordinate with site Masters regarding drainage and inlet repairs. Acquisition review. Update Acquisition form and send to Joe.</td>
<td>10/10/2019</td>
<td>1.00</td>
<td>135.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Project coordination and respond to emails and messages</td>
<td>10/11/2019</td>
<td>1.00</td>
<td>135.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Coordinate with Mike E and Health Department regarding pool safety plan</td>
<td>10/14/2019</td>
<td>6.25</td>
<td>135.00</td>
<td>843.75</td>
</tr>
<tr>
<td>Coordinate with Tom B and townhomes developer regarding SWFWMD permit certification. Acquisition E-2 and B-22 updates. Send Joe Administrator lighting proposal and costs. Review and update seawall maintenance plan. Coordinate with Eric at Hecker regarding missing wood at retaining wall request certification from engineer. Project coordination with staff. Meeting preparation</td>
<td>10/15/2019</td>
<td>3.75</td>
<td>135.00</td>
<td>506.25</td>
</tr>
<tr>
<td>Project coordination and meeting preparation. Provide comments on inspection memo. Call with Wayne P regarding signage, gate locations, pavement evaluation. Coordinate with CLM regarding pool planter. Conveyance review with Chris.</td>
<td>10/16/2019</td>
<td>3.00</td>
<td>135.00</td>
<td>405.00</td>
</tr>
<tr>
<td>CDD meeting preparation and coordinate with staff regarding agenda items. Conference call with Rick Hagberg.</td>
<td>10/17/2019</td>
<td>4.25</td>
<td>135.00</td>
<td>573.75</td>
</tr>
<tr>
<td>Prepare for and attend CDD Meeting. Call with Jeremy R regarding roadway projects and completion dates. Review summary provided by Jeremy.</td>
<td>10/23/2019</td>
<td>8.00</td>
<td>135.00</td>
<td>1,080.00</td>
</tr>
<tr>
<td>Project call with Tom Burke. Call with Doug Goody regarding onsite review of swale maintenance and parcel 8 erosion control. Send Bay Breeze to HGS and set review meeting. Review plans for roundabouts and send to Tom Burke to do autoturn review. Call Mike M regarding existing infrastructure review reports. Facility report update for parcel 8 and pocket 101. Coordinate with Stan at CLM regarding planter detail. Schedule call for bay breeze memo. Project coordination with Hecker. Call with Michael regarding restroom proposals.</td>
<td>10/24/2019</td>
<td>5.25</td>
<td>135.00</td>
<td>708.75</td>
</tr>
<tr>
<td>Project coordination with staff. Conference call regarding bay breeze. Call regarding easements with Mike E. Review field notes from Doug Goody. Send information to Mike E for parcel 8. Add parcel 8 to</td>
<td></td>
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</tbody>
</table>
### EFT REMITTANCE

**WELLS FARGO**

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666

**Address**: 20215 Cortez Blvd, Brooksville, Florida 34601


<table>
<thead>
<tr>
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<th>Hours</th>
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</tbody>
</table>

Conference call with Jeremy and Wayne P to review signage review and punchlist. Send punchlist to contractor to remedy. Respond to emails from Friday and Monday.
Phase: **** -- Harbor Bay CDD

Rate Schedule Labor

<table>
<thead>
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<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
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<tr>
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<td>group regarding bay breeze. Finalize facility</td>
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<tr>
<td>report and send to Sarah for review. Send</td>
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<tr>
<td>admiral point flooding to Tom Burke To</td>
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<td>review in field.</td>
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<td>2.00</td>
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<td>staff and contractor emails. Review dock</td>
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<tr>
<td>easement and send response to Hecker.</td>
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<tr>
<td>Coordinante with Staff regarding round a</td>
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<tr>
<td>bout autoturn results and schedule.</td>
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<tr>
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<td>staff</td>
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<td>Drainage report prep and review; coordination</td>
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<td>pay app reviews MP 175 -</td>
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<td>discussion on round-a-bouts and damaged</td>
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<td>eliminate flow over sidewalk and mulch into</td>
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<td>9/10/2019</td>
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<td>0.50</td>
<td>Coordination with County Stormwater Department</td>
<td>125.00</td>
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</table>
INVOICE

EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

Project: 0002380102 -- WTR Harbor Bay CDD

| Phase: **** -- Harbor Bay CDD
| Rate Schedule Labor

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Isem, Emigdio R.</td>
<td>10/11/2019</td>
<td>0.50</td>
<td>125.00</td>
<td>62.50</td>
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<tr>
<td>Coordination with County</td>
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<tr>
<td></td>
<td>10/11/2019</td>
<td>4.00</td>
<td>125.00</td>
<td>500.00</td>
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<td>Total: Project Manager</td>
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<td>161.75</td>
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<td>22,381.25</td>
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<td>Senior Project Manager</td>
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<td>Runkle, Jeremy F.</td>
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<td>3.00</td>
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<td>Field Review preparation</td>
<td></td>
<td>9/17/2019</td>
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<td>1,520.00</td>
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<td>Pavement evaluation field review</td>
<td>9/18/2019</td>
<td>5.00</td>
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<td>Pavement evaluation summary of findings</td>
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<td>8.00</td>
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<td>9/26/2019</td>
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<td>Pavement Evaluation Cost Estimate</td>
<td>10/7/2019</td>
<td>1.50</td>
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<td>Sign analysis and review and preparation for construction field review</td>
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<td>Field review for sign analysis, gate relocation, and pavement evaluation</td>
<td>10/16/2019</td>
<td>4.00</td>
<td>190.00</td>
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<td>Correspondence and summary of field notes/findings for gate relocation and post installation sign inventory</td>
<td>10/17/2019</td>
<td>8.00</td>
<td>190.00</td>
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<td>Pavement evaluation memo and cost estimate</td>
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<td>Review of Sign Inventory Punch List; coordination teleconference to discuss findings</td>
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Rate Schedule Labor: 85,256.25

Regular Expenses

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<tr>
<td>MEALS</td>
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<td>Yam, Jason</td>
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<td>9/17/2019</td>
<td>27.74</td>
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Lunch During Field Review; San Remo Pizzeria
# EFT REMITTANCE

**WELLS FARGO**

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: [greg.woodcock@cardno.com](mailto:greg.woodcock@cardno.com)
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

## MILEAGE

<table>
<thead>
<tr>
<th>Driver</th>
<th>Miles</th>
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<td>Woodcock, Gregory J.</td>
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<td></td>
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<td></td>
<td></td>
<td>Drainage Review; 134 Miles @0.58 Per Mile</td>
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## SHIPPING & DELIVERY

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<tr>
<th>Company</th>
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</thead>
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<tr>
<td>Worldwide Express</td>
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## TOOLS OF THE TRADE

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<tr>
<th>Driver</th>
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<th>Date</th>
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<td>Gamache, Christopher</td>
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<td>1.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Manhole Cover Hook; Amazon</td>
</tr>
</tbody>
</table>
**EFT REMITTANCE**

**WELLS FARGO**

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
<thead>
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<th>Project</th>
<th>Invoice #</th>
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<tr>
<td>0002380102 -- WTR Harbor Bay CDD</td>
<td>522521</td>
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**Phase: **** -- Harbor Bay CDD**

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<th>Expense</th>
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<tbody>
<tr>
<td><strong>163.27</strong></td>
<td>85,256.25</td>
<td>163.27</td>
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**Total Project: 0002380102 -- WTR Harbor Bay CDD**

85,419.52
EFT REMITTANCE

WELLS FARGO

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601
Harbor Bay
Community Development District

Agenda Request: Supervisor Curley

To: Board of Supervisors
From: Patricia Thibault – District Manager
Date: 04/09/2020

ISSUE: Response to questions raised by Supervisor at the February 20, 2020 regular meeting of the Board of Supervisors as it pertained to expenditures presented in the check register.

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)

- Why did water usage at 115 MiraBay Blvd go from 700 gals to 0 gals?
  o Has the situation been corrected?

  Response: the usage did not go from 700 to 0; instead, a new meter was input back in November, so the older meter, #48868758, showed usage of 42800 gallons and the new meter #54640408 showed a usage of 0 (since it was just installed). However, moving forward, the old meter #48868758 disappears from the bill and only the new meter shows usage.

- Why are we paying sales tax on our TECO bills?
  o If appropriate, has this been corrected?

  Response: DPFG noticed when they took over that sales tax was being charged. In January DPFG filed a DR-14 requesting a credit for the sales tax that had been assessed. TECO has confirmed the receipt of the DR-14 on January 30 and are in the process of calculating the credit due to the District. As of Wednesday, March 18, 2020 the total TECO Credits is $5,479.81.

- Why did the District pay Welch $343.99 for an Eagle Drag Broom for the tennis courts when the broom is listed for $227 on Welch's website?
  o If appropriate, has the District received a credit for the over payment?

  Response: The item referred at $227.00 is only for the Eagle Drag Broom Head, not the entire broom. The entire broom does cost $343.99, so no refund is due to Harbor Bay.
• Our TECO electric bill increased 12% in Nov compared to Oct ($19.9K to $22.4K) and Jan increased to $23K.
  o What are the drivers of these increases, and, if appropriate, have corrective actions been implemented?

Response: A historical analysis was performed that depict that these monthly variance are typical and the average monthly bill (over the past 13 months) is at $21,624.67.

• On p194 of the invoice pdf for the Feb meeting, why is the District paying the $49 bill for what appears to be an administrative error?
  o If appropriate, has a credit for the bill been issued?

Response: DPFG does not perform payroll services as it was not a part of our contract. DPFG passed on the costs of the payroll service provider as a cost to the District - $49 per payroll process. A proposal is a part of this agenda package.

• Was the executed mulch contract consistent with what was approved by the Board?
  o If not, what corrective action will be implemented?

Response: This is an item for District Counsel

• Was the executed Agreement with WTS dealing with Daxco consistent with what was approved by the Board?

Response: This is an item for District Counsel

**EXPECTED COMPLETION DATE:** Completed

**BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC):** Not applicable

**DECISION TO BE MADE:** Not Required

**ATTACHMENTS:** Not applicable
Harbor Bay
Community Development District

Agenda Request

To: Board of Supervisor
From: Patricia Thibault - District Manager
Date: April 9, 2020

ISSUE: Confirmation of Next Workshop Schedule Date

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE) The District has routinely hosted a workshop on a quarterly basis on the 2nd Thursday of that quarter. The confirmation and purpose of the April workshop was included in the March agenda package for Board discussion and direction. Due to the impact of COVID-19, the March regular meeting was not held and the workshop scheduled for April 9 was not advertised nor held.

The next workshop meeting is tentatively schedule for July 11, 2020. Does the Board want to schedule a workshop sooner than the July date?

EXPECTED COMPLETION DATE: To Be Determined

BUDGET IMPACT-AMOUNT( RECURRING/RESERVE/ETC): NA

DECISION TO BE MADE: To determine the date of the next workshop or to withhold a decision until any impact from the pandemic

ATTACHMENTS: N/A
COVID-19 Update and Information / No Board action required:
We are continuing to utilize all staff members for onsite projects, cleaning, organizing, painting, online meetings, trainings and more. We have rallied and come together not only as a staff, but as a community. We held our first staff meeting “on location.” We all drove to the meeting site, stayed in our cars in a giant circle just to see each other face to face, it was great to get the group back together and not on a little square on a computer monitor. One thing we all agreed on is that even though we miss each other we miss the residents more. The Club is empty, quiet, lacks energy and is missing the daily hustle and bustle we all enjoyed.

However, we are starting to set our focus on reopening. We continue to maintain the amenities and pools in opening day condition. We are currently taking a detailed, fresh start inventory of all café supplies, janitorial supplies, etc. We are also preparing orders for all non-perishable supplies. We will be placing those orders prior to our upcoming meeting. We know as the opening comes closer, there will be a high demand for most items. We are busy planning an opening day or even week of events. We have been very busy with extra e-blasts and Boredom Busters to keep our residents engaged.

We are also very excited about the reopening plans for our childcare program. We are preparing several different scenarios depending on what the School Board should choose to do with the remainder of the year. We are cleaning, painting and organizing Dockers as well. We will be purchasing kid sized picnic tables for inside Dockers. This will eliminate the need for the sloppy, yet adorable kid chairs that take up a lot of space. We will also be working on storage solutions and finding every last piece to each puzzle. We are also working on hard on a fresh start with registrations. We are currently revamping all of the documents to Hillsborough County childcare standards. One last key point here is to make sure we are all on the same page. The parents need to know the schedule, rules and consequences and just as critical that the counselors and children are all aware of those too. Stay tuned for the Grand Re-opening of the MiraBay Manatees, Marlins, Minnows... so many choices, so little time! Exciting things are underway at the Club.

POS SYSTEMS UPDATE / No Board action required:
At our last meeting we were talking about how grateful we were for the gift of time and preparing for our new system. However, we have lost a little bit of ground in this area with the closure. We have regrouped and due to online trainings within Vesta, the training will resume. We have received all the equipment and materials and we are very optimistic we will be fully operational when we do reopen. We cannot wait for all the functionality, reporting and just ease of use for end of month details and information. It is hard to type with my fingers crossed.

Again, we would personally like to thank our CDD Board, District Staff, MiraBay staff, and especially our residents for their assistance, support and patience during this transition. We knew out of the ashes; our new system would rise, and we hope to open soon and restore the resident’s level of service.

POLICY & PROCEDURE REVIEW / SIGNIFICANT EVENTS POLICY / No Board action required:
We have reviewed, made suggestions and included the policies and procedures for your review. However, depending on the length of the meeting and the large scale of this agenda item this topic could be tabled until our May meeting. Of course, up to the Board discretion.
NEWSLETTER CHANGES & COMMUNICATIONS UPDATE / No Board action required:
The pandemic has certainly changed the world from head to toe in an instant. Although we do have good news, if you will, on our recent e-blasts and April edition of our e-newsletter The MiraBay Mainsail. There is a fine line between pushing and pulling information, so we are trying not to overwhelm our residents with TOO many blasts. However, we have also created different headers to the blast so you will be able to recognize immediately if this is a blast from the CDD Board, weekly update from staff, an health update or anything related to the Seawall – they all have their own headers.

When you use the term “good news” it is sometimes followed by “bad news” and sadly that is the case here. Our bimonthly newsletter/lifestyle guide that we partnered with the Tampa Bay Times on is being discontinued. As you may know that full color publication was produced and delivered to our community at no charge to the District. The way they can do that is because of the advertising sales offset the costs. However, in todays times the paper needed to find a way to cut costs quickly and their entire lifestyle guide division has stopped production. I made sure to express that should that division be reevaluated we would like to be considered to continue or to be more involved.

With all of the improvements in communication and its frequency we are proud to that so many of our e-sending’s are being opened. We have over a 54% open rate of what we send out and not to mention in a community that isn’t in its early stages these numbers are remarkable.

EVENTS UPDATE:
We were so excited for our Easter plans this year. We were going to have a Bunny Brunch followed by our first ever Aqua Egg Hunt in the pool. As you know, those plans were canceled. However, in our online staff meetings we just could not accept an Easter without a bunny sighting. So, the team thought long and hard how the kids could see the Bunny, but we would still practice social distancing and do it as safely as possible. As we prepare this report, we are scheduled to lead the Carrot Cruiser and the crew on Friday. Stay tuned for an update at our meeting and pictures in our e-blasts.

We will continue to plan and hope for our summer events. There is always a silver lining, sometimes they are just harder to see. Stay tuned for more news, information and updates from the Club.

Should you have any comments or questions feel free to contact us directly.
Agenda Request

To: CDD Board

From: Margaret Alfano

Date: 3-19-2020

ISSUE:
Policy and Procedure Review

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)
We have included a redline version of the current Amended and Restated Amenities Rules Handbook for your review.

EXPECTED COMPLETION DATE:
April 23, 2020 meeting

BUDGET IMPACT-AMOUNT (RECURRING/RESERVE/ETC):
N/A

DECISION TO BE MADE:
We are hoping that the Board can review and digest the proposed changes to our Handbook. As this is quite a lengthy document, we might need to review over two meetings. However, we are in need of Board approval to publish and adopt any and all desired changes.

ATTACHMENTS:
Amended and Restated Amenities Rules Handbook
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

AMENDED AND RESTATED AMENITIES RULES HANDBOOK

Patricia Thibault
District Manager
9428 Camden Field Parkway
Riverview, FL 33578 (813) 533-2950 ext. 250
International Parkway Suite 280
Lake Mary, FL 32746 www.harborbaycdd.org
321-263-0132 ext. 4205

Joseph Roethke
District Manager

Ashley Adkins
Amenity Center General Manager
Harbor Bay CDD Clubhouse
107 Manns Harbor Drive
Apollo Beach, Florida 33572
(813) 649-1500 ext. 31

Margaret Alfano
Amenity Center General Manager
Harbor Bay CDD Clubhouse
107 Manns Harbor Drive
Apollo Beach, Florida 33572
(813) 649-1500 ext. 31

Field Code Changed

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  New Patron Information Form
PART 1: Harbor Bay Community Development District
Amenities Operating Rules

Effective Date: December 14, 2017

In accordance with Chapter 190 of the Florida Statutes, and on December 14, 2017 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 / policies to govern the operation of the District’s Amenities. All prior rules / policies of the District governing this subject matter are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use. The Amenities are subject to change. Amenities shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Fitness Center and group exercise room
- Resort-style locker rooms with saunas
- Resort-style pool with restroom cabanas, and lap swimming lanes
- The Outfitters
- Admiral’s Lounge with wireless internet access
- The Galley Cafe
- Lagoon Room and veranda with catering kitchen
- Spa and Salon
- Five (5) night-lit champion Tennis Courts / Racquet Club with restroom facilities
- Two (2) full court (non-regulation sized) Basketball Courts / also multipurpose for Pickle Ball
- Dockers Youth Activities Room adjacent to the Tots Playground
- Mirabay Boulevard Playgrounds Playground Park
- Sand Volleyball Court
- Admiral Pointe Clubhouse and pool
- Wolf Creek Park
- Boat lift & ramp
“Amenities Rules” or “Rules” – shall mean this document together with the Rule for Amenity Rates, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted legally charged by the District to manage the daily operations of Amenities.

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities without ownership of property within the District. The amount of the Annual User Fee is set forth in the District’s Amenity Rules.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Harbor Bay Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person accompanied and invited by a Patron, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited to use the Amenities for a specific visit and is either (i) accompanied by a Patron for such visit, or (ii) given a Resident Guest Pass for such visit.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Non-Resident Tennis Patron” – shall mean any person not owning property in the District who has paid the program fees for the Non-Resident Tennis Program.

“Patron” or “Patrons” – shall mean Residents, Non-Resident paying the annual user fee Patrons, and Renters.

“Proximity Card” – shall mean the identification card issued to Patrons.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.
“Resident” – shall mean any person or Family owning property within the District.

“Resident Guest Pass” – shall mean the card that a Resident may give to his or her Guest(s) to allow such Guest(s) to use the Amenities without being accompanied by the Resident.

DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The amenities clubhouses are located at 107 Manns Harbor Drive, in Apollo Beach. Amenities center staff are located in the west wing of the amenities clubhouse.

The main clubhouse features the Galley Café with outdoor patio seating, and the Lagoon Room, adjacent Admiral’s Lounge which is popular for club games and Friday night poker and events. The District also has an office on the main floor for Amenity Center staff and a part-time on-site coordinator.

Upstairs in the clubhouse is the Lagoon Room, which is available for party rental. Most club events are held upstairs in the Lagoon Room and adjacent veranda area.

The resort pool is located behind the clubhouse on the lagoon and features a zero entry area with teardrop waterfall, a lighthouse pool slide and a junior Olympic lap pool. The resort pool has lounge chairs and umbrellas for Patrons and Guests.

The Outfitters is a special amenity, multipurpose building for the community, providing access to the water for all Patrons and Guests, including the use of canoes, kayaks, and paddleboards.

The Dockers is the center for young children’s activities and events. It is located adjacent to the restroom cabana at the resort pool.

The Admiral Pointe Clubhouse and pool are located at 5248 Admiral Pointe Drive. This clubhouse has an open layout that is great for any type of event. It features a kitchen, restrooms and an office. The pool is located directly behind the clubhouse and features outdoor patio seating, lounge chairs and a pergola.

AMENITIES USAGE
Only Patrons and their Guests have the right to use the Amenities, provided however that community programming events (described later) may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Annual User Patrons must abide by all current policies, procedures and are subject to all enforcements. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities. Resident must be in good standing.

1. A Renter who is designated as the beneficial user of the Resident’s rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (minimum twelve (12) month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives a Proximity Card.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use of the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron HouseholdFamily may bring a maximum of five (5) Guests to the Amenities at any one visit; provided, however, that Guests must either (i) be accompanied by a Patron who is at least eighteen (18) years of age when using the Amenities, or (ii) carry a Resident Guest Pass when using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a five (5) Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron’s particular Family – e.g., a Patron Family consisting of four people cannot bring up to five (5) Guests each for a total of twenty (20) Guests,
but instead can only bring a total of five Guests per visit on behalf of the entire household. The Patron will be responsible for any harm caused by the Patron’s Guests while using the Amenities. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the Amenity Manager in his or her discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to wear District-issued bracelets at the Amenities in order to better identify authorized users of the Amenities.

**Resident Guest Pass.** The District will issue one Resident Guest Pass to each Resident who desires for his or her Guest(s) to use the Amenities without accompanying such Guest(s). The purpose of the Resident Guest Pass is to allow Guests of Residents to use the Amenities without the hosting Residents accompanying the Guests. Any Guest who receives a Resident Guest Pass from a Resident must carry such Resident Guest Pass on his or her person at all times when using the Amenities, and must present such Resident Guest Pass upon request of the District’s staff. Only one Resident Guest Pass will be issued per Resident, upon such Resident’s request to the District. The District’s rules and policies, including without limitation those rules and policies pertaining to Guests as set forth herein, shall apply to any Guest who carries and/or uses a Resident Guest Pass. Residents are responsible for ensuring that their Guests follow all rules and policies of the District. The District reserves the right to deny any Resident’s request for a Resident Guest Pass or revoke a Resident Guest Pass. Any violation of these Resident Guest Pass policies, whether such violation is committed by the hosting Resident or the Guest, will result in the hosting Resident being charged a fee of Twenty-Five Dollars and No Cents ($25.00) per violation; provided, however, that the existence of such violation fee, regardless of whether it is imposed, shall not limit or prevent the applicability of other disciplinary and enforcement measures by the District, as set forth in the District’s rules and policies, for a violation of the Resident Guest Pass policies.

**Registration / Disclaimer.** In order to use the Amenities, each Patron and all members of a Patron’s Family shall register with the District at the reception desk by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron’s Guests executes a Consent and Waiver Agreement prior to each use of the Amenities. All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.

**Proximity Cards.** All Patrons will be issued a Proximity Card at the District offices designated location—located off the lobby of the main clubhouse. Proximity Cards will give Patrons entry to the fitness center, The Galley Café, Admiral’s Lounge, Basketball Courts, Tennis Courts, Admiral’s Pointe Amenity Center and resort pool area.
during the regular operating hours of the clubhouse. You can make an appointment to obtain your Proximity Card by contacting the Amenity Manager reception desk.

Each Patron will receive a Proximity Card upon registration with the District. For Families, each Patron may obtain additional Proximity Cards for any member of a Patron’s Family who is sixteen years of age or older. A minor who is a member of a Patron’s Family and between the ages of twelve (12) and fifteen (15) may receive a Proximity Card with limited access following that minor’s completion of the “Teen Tune-Up” program with a trainer, which sets forth instructions for the proper use of the fitness equipment, provided that the minor receives a legal guardian’s consent. Similarly, a minor who is a member of a Patron’s Family and is cared for by a babysitter, au pair, nanny, grandparent, or similar caregiver may receive a Proximity Card with limited access, provided that the minor receives a legal guardian’s consent.

Patrons can use their Proximity Cards to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Proximity Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Card readers are also located at the pool access gate on the west side of the facility as well as the fitness center entrance, and at the tennis and basketball courts. This proximity card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Proximity Card to a non-Patron to allow a non-Patron to use the Amenities.

Proximity Cards are the property of the District and are non-transferable except in accordance with the District’s Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Caregivers. The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron’s Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the Patron’s family member requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- The caregiver will use a Proximity Card with limited access in order to access the Amenities and must execute a Consent and Waiver Agreement.
- The caregiver’s use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

Teen Tune-Up. The District offers a “Teen Tune-Up” program for ages twelve (12) through fifteen (15). This program educates and motivates teens who want to utilize
the fitness center without a parent or guardian present. Teens can achieve their fitness goals either through personalized instruction designed to enhance results and provide improved quality of life, or they can work out on their own. Completion of the Teen Tune-Up program and certification course is required before this age group can utilize the fitness center or personal training programs, as well as the athletic courts. The major workout components that the teens learn in the introductory course include: how to set up a program (reps, sets, etc.), how to safely perform the selected exercises, and how to practice weight room safety and etiquette. Once the twelve (12) to fifteen (15) year old has completed the Teen Tune-Up program and has been evaluated by a trainer, he or she will be able to take part in personal training programs and utilize the fitness center and athletic courts.

COMMUNITY PROGRAMMING

The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber.

Patrons can easily find information on new programs and events by reviewing the community newsletter or Amenity flyers, or by contacting the Amenity Manager at the clubhouse. Information on programs is also posted on the District’s amenity website. Email blasts are also sent to registered users of the website with up to date information on activities. Here are some key points of contact for the District and its amenities staff:

Contact Information

<table>
<thead>
<tr>
<th>The Clubhouse - Main Number</th>
<th>(813) 649-1500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Adkins</td>
<td>Club Manager</td>
</tr>
<tr>
<td>Holly Faldetta</td>
<td>Ext. 28</td>
</tr>
<tr>
<td>Jennifer Ashley</td>
<td>Café Manager</td>
</tr>
<tr>
<td>Sydney Steere</td>
<td>Ext. 34</td>
</tr>
<tr>
<td>Club Receptionist</td>
<td>Ext. 24</td>
</tr>
<tr>
<td>The Outfitters</td>
<td>Ext. 32</td>
</tr>
<tr>
<td>Personal Trainers</td>
<td>Ext. 21</td>
</tr>
<tr>
<td>Tennis Professionals</td>
<td>Ext. 21</td>
</tr>
<tr>
<td>Admiral Pointe Clubhouse</td>
<td>Concierge</td>
</tr>
<tr>
<td>Elliott Moseley</td>
<td>Club Director</td>
</tr>
<tr>
<td>Dawn Blackburn</td>
<td>Ext. 31</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>Ext. 26</td>
</tr>
</tbody>
</table>

The key points of contact changes from time to time. Therefore, the contact information listed above shall automatically update without further action by the Board if
and when such information changes for any reason or no reason as shall be reflected on the District website: http://harborbaycdd.org/.
Below is a sample of the types of programs that may be offered:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PROGRAM SAMPLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>fitness</td>
<td>• Personal Training • Group Exercise • Wellness Seminars • Fitness Orientations</td>
</tr>
<tr>
<td>aquatics</td>
<td>• Aqua Pilates • Swim Lessons • Private Lessons • Mermaids</td>
</tr>
<tr>
<td>sports</td>
<td>• Soccer • Basketball • Volleyball • Flag Football</td>
</tr>
<tr>
<td>tennis</td>
<td>• Private Lessons • Group Lessons • Clinics • Workshops</td>
</tr>
<tr>
<td>life/enrichment</td>
<td>• Dance • Cooking Classes • Crafts • Fine Arts</td>
</tr>
<tr>
<td>social/recreation</td>
<td>• Holiday Parties • Special Events • Clubs • Interest Groups</td>
</tr>
<tr>
<td>outdoor/adventure</td>
<td>• Boating • Biking • Stroller Walks • Kayaking</td>
</tr>
<tr>
<td>youth programs</td>
<td>• Arts and Crafts • Parent’s Night Out • Dances • Teen Club</td>
</tr>
<tr>
<td>camp</td>
<td>• Summer Camp • Imagination Station • Camp • Break and Holiday</td>
</tr>
</tbody>
</table>

- Yoga
- Pilates
- Screenings
- Assessments
- Developmental Swim
- Team
- Masters Swimming
- Pool Parties
- Drills and Clinics
- Sports Camps
- Clubs and Teams
- 5K Races
- Adult Leagues
- Jr. Leagues
- Camps
- Special Events
- Cards
- Continuing Education
- Lectures
- Specialty Workshops
- Patron Socials
- Wine & Cheese Parties
- Potlucks
- Family Programs
- Outfitter Activities
- Fishing
- Canoeing
- Sailing
- Special Events
- Workshops
- Field Trips
- Ice Cream Socials
- Pizza Parties
- Tennis Camp
- Cheerleading Camp
- Nature Camp
- Art Camp
- Science Academy
Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Patrons will be able to register for all programs and activities in person at the reception desk, by completing and submitting a program registration form with payment (if applicable). Most programs will require advance registration (typically, one week prior to the start of a class, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Payment. A variety of complimentary and fee based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenity Management Team. Patrons may pay for programs utilizing a credit or debit card (Visa, MasterCard, Discover or AMEX). Cash is not accepted for any programming. A Patron may put a credit card on file at reception to expedite the process.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Management Team or as directed by the Board. A schedule of activities for the Amenities will be posted at the clubhouse and updated by the Amenity Management Team.

Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and
Competitions. For such events, teams from outside the District may be invited to participate in competitions. The District’s Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the Amenity Manager-Amenity Management Team for further information.

Cancellation by the District. The Amenity Management Team will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account on a case-by-case basis.

Refunds. At the sole discretion of the Amenity Management Team, program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

Patron Clubs and Interest Groups. The Amenities will host many interest groups and activity club meetings and social events. Clubs and interest groups will be Patron managed and self-supporting. Any Patron wishing to develop an interest group or club should contact the Amenity Management Team to receive information and an application. Meeting and event dates will be subject to facility availability. All clubs must be open to any Patron of the community. Room set up and break down is the responsibility of the club members. Any additional services, such as food, beverages and or bar tender services will require an additional fee. Guests may be permitted to attend club functions on a limited basis with permission from the Amenity Manager.

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by completing a “Comments and Suggestion Form” available at the clubhouse or contacting an Amenity staff member.

GENERAL PROVISIONS

All Patrons and their Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Amenities Rules. All Patrons and their Guests using the facilities are expected to conduct themselves in a reasonable, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity facilities. Disregard of the District’s policies and rules and misuse or destruction of facility equipment may result in the suspension or termination of Amenity privileges. Residents are responsible for the actions and behavior of their Guests.

Amenities Overview. Our community offers Patrons a wide variety of amenities and services including:

- Fitness Center
- Locker rooms and Saunas
• Signature Spa and Salon Services
• Galley Café and Catering
• Admiral’s Lounge
• Lagoon Room
• The Dockers
• The Outfitters
• Tennis and Basketball Courts
• Playgrounds
• Sand Volleyball Courts
• Admiral Pointe Clubhouse and pool

**Hours of Operation.** All hours of operation of the Amenities will be established and published by the District. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted, all outdoor Amenities are open only from dawn until dusk. **Both pool hours are subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department.** Here are the specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances:

**Clubhouse**
- Monday-Friday, 5:30 am to 9 pm
- Saturday, 7 am to 8 pm
- Sunday, 9 am to 8 pm

**Outfitters**
- Thursday – Saturday, 9 am to 5 pm
- Sunday, 11:30 am to 5 pm TBD

**Galley Café**
- September – March
  - **Everyday** Monday – Thursday, 11:30 am to 5 pm
  - Friday, 11 am to 9 pm
  - Saturday, 9 am to 5 pm
  - Sunday, 11:30 am to 5 pm
- April – August
  - **Monday-Everyday** Thursday, 11:30 am to 6 pm
  - Friday, 11 am to 9 pm
  - Saturday, 9 am to 8 pm
  - Sunday, 11:30 am to 6 pm

**Lighted Athletic Courts**
Monday-Sunday, 7 am to 10 pm

Resort Pool
Subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department.

Unlighted Athletic Courts
Dawn to Dusk

Boat Ramp
Monday-Friday, 5:30 am to 9 pm
Saturday, 7 am to 8 pm
Sunday, 9 am to 8 pm

Boat Lift
Open at all hours (boat transfer only)

Admiral Pointe Clubhouse
Monday-Friday, 9 am to 6 pm
Saturday & Sunday, 10 am to 6 pm
For Hours and Availability please see the receptionist

Admiral Pointe Pool
Subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department. Dawn to Dusk

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their own section herein.

1. Registration and Proximity Cards. Each Patron must “swipe-in” their Proximity Card in order to access the Amenities and must have his or her assigned Proximity Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Proximity Card to enter and use the Amenities, and must present their Proximity Cards upon request by the Amenity Management Staff.

2. Guests. While using the Amenities, Guests must either (i) be accompanied by a Patron; or (ii) carry a Resident Guest Pass.
Guests must sign their Guests-in-in at the reception desk upon entering the clubhouse.

3. Minors. Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.

4. Attire. With the exception of the pool and wet areas where bathing suits are permitted, Patrons and their Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed
indoors with the exception of the locker room areas. Proper swim attire must be worn at all times. Cutoffs, thongs, and overly revealing clothes that do not coincide with our family friendly environment are prohibited. Patrons and/or their Guests could be asked to leave the facility as deemed necessary by the Amenity Management Team.

5. **Food and Drink.** Food and drink will be limited to designated areas only. No glass or breakable items are permitted in or on the pool area. Food and drink are not allowed on the wet deck area of the pool, meaning 4 feet from it’s edge.

6. **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.

7. **No Smoking.** Except in designated areas, smoking and vaping is not permitted on any interior or exterior Amenity property, in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all areas other than designated smoking areas. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Management Team.

8. **Pets.** Dogs or other pets (with the exception of “Service Animal’s”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. The District is prohibited from asking about the nature or the extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons and Guests are responsible
for picking up after all pets as a courtesy to others and in accordance with the law.

9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Off-road bikes/vehicles (including ATV’s), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District unless they are owned by the District. Golf carts, if properly licensed for on road usage and permitted under applicable State and Local laws, are allowed to park in the District parking lots, are permitted in certain areas of the Amenities if properly licensed for on road usage and permitted under applicable State and local laws.

10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other devices of similar use are limited to designated outdoor areas only, excluding Tennis and Basketball courts and Pool decks.

11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or District property.

12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.

13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Failure to do so could result in the loss of Amenity privileges for that day or longer.

14. **Profanity.** Loud, profane or abusive language is prohibited.

15. **Horseplay.** Disorderly conduct and horseplay are prohibited.

16. **Excessive Noise.** Excessive noise that will disturb other Patrons and their Guests is not permitted. Radio and other electronic devices are permitted with the use of headphones.

17. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and their Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.

18. **Littering.** Patrons and their Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

19. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District as determined by the Amenities Manager/Management Team. Please contact the District Manager for a copy of the District’s policies on advertising.

20. **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District’s Board of Supervisors.
21. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

22. **Compliance with Laws.** All Patrons and **their** Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

23. **Surveillance.** Various areas of all Amenities and District property are under twenty-four (24) hour video/audio surveillance.

24. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District upon Amenity Management Team approval.

25. **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless at District authorized and managed activities. Resident use of such equipment is permitted in designated locations with Amenity Management Team approval, insurance qualifications, deposits, and any other fees required.

26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and **their** Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse. Please refrain from cellphone usage while using the fitness center as a courtesy to others.

27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks.

28. **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the Amenity Management Team. **Patrons who** provide personal training or any fitness or sports instruction services are prohibited from conducting such services at the Amenity Facility, including but not limited to swim lessons, Yoga, Zumba, weight lifting, and tennis lessons.

29. **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).

**ALCOHOL POLICY**

The District is licensed for the sale of beer, wine, and liquor in certain areas, and may additionally offer beer, wine and specialty drinks during scheduled times and events. **Patrons and their** Guests are not allowed to bring alcohol onto District
property or the Amenities at any time. Patrons who rent the Amenities are required to use bartenders employed by the Amenity Management Team, unless bar services are outsourced by a licensed caterer and that company provides bartenders that are covered under their liability. Said vendor must also list the District as an additional insured. Please see the Amenity Management Team for scheduling and rental fees. Patrons and their Guests under twenty-one (21) years of age may not consume alcohol on-property at any time.

As more fully set forth in District Resolution 2008-03, the following policy applies to the consumption of alcoholic beverages at the clubhouse:

1. Patrons and their Guests must be at least twenty-one (21) years of age to be served alcohol.
2. All Patrons and their Guests must present valid picture identification at the request of the Amenity Management Team.
3. Alcohol served on the premises must be consumed on the premises.
4. The District reserves the right to refuse to serve alcohol to anyone.
5. The District reserves the right to ask intoxicated persons to leave the Amenities or District property.
6. Subject to the rental policy, only alcoholic beverages served by the clubhouse staff are allowed at the Amenities or District property.
7. Alcohol policies may be changed at any time at the discretion of the District.

FITNESS CENTER & GROUP EXERCISE STUDIO

Features and Benefits

The District offers a beautiful fitness center complete with state of the art cardiovascular and strength training equipment, including:

- Cardiovascular machines
- Circuit training
- Free Weights
- Personal Training

The District also offers a group exercise studio featuring:

- Mirrored walls
- Studio Cycles
- Small hand weights, jump ropes, exercise bands, exercise balls, medicine balls, foam roller, and a Bosu trainer are all available for use
- Organized fitness classes

Usage Guidelines
The following policies apply to the District’s fitness center and group exercise studio:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours and persons using this facility do so at their own risk. All Patrons and their Guests are encouraged to consult their physician before beginning an exercise program.

2. **Usage Restrictions.** Patrons and their Guests ages sixteen (16) and older may use the fitness center, but they must have a Proximity Card and signed waiver on file. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use the fitness center.

3. **Attire.** Appropriate attire including shorts, shirts, and closed toe athletic footwear must be worn at all times in the fitness center.

4. **Courtesy.** If a Patron or their Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or their Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.

5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be turned off and not used while in the fitness center.

7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

8. **Hand Chalk.** Hand chalk is not permitted.

9. **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved, certified and employed by the Amenity Management Team.

10. **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

1. **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the reception desk and on the District’s website. All instructors must be approved, certified and employed by the Amenity Management Team.
2. **General Usage.** Patrons and Guests may use the studio and the equipment when classes are not in session and the room is unlocked; however, all equipment must remain in the studio and be returned to its proper location.

3. **Music System.** The music system may only be utilized as part of a structured and supervised program.

4. **Usage Restrictions.** Patrons and their Guests between the ages of twelve (12) and fifteen (15) may participate in group exercise classes when accompanied by a parent/guardian. Patrons and their Guests sixteen (16) years and older may participate in a group exercise class independently.

**LOCKER ROOMS**

**Features and Benefits**

Locker room facilities are available for all Patrons and Guests, including:

- Individual use lockers
- Showers
- Complimentary shower gel, shampoo and conditioner
Usage Guidelines

1. **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
   a. If a locker is not vacated at the end of the day, items and locks left in or on the locker are subject to removal by the Amenity Management Team.
   b. Under normal circumstances, the Amenity Management Team will make reasonable efforts to provide twenty-four (24) hours notice before removing items and locks. Items removed from lockers will be kept for two (2) weeks at the clubhouse lost and found. After two (2) weeks, unclaimed items will be donated or otherwise disposed of.
   c. The Amenity Management Team reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.

2. **Age Restriction.** Children seven (7) years of age and older are required to use the locker room/restroom of their gender.

3. **Dressing Room.** Men’s and Women’s A family/accessible dressing rooms are available to anyone who may need assistance changing.

SAUNAS

Saunas are provided in each locker room for Patron and Guest enjoyment and relaxation. The following policies apply to the District saunas:

1. **Age Restriction.** Participants must be sixteen (16) years of age or older to use the sauna.
2. **Attire.** A towel, bathing suit or gym shorts must be worn. Do not wear jewelry or contact lenses.
3. **Health.** Women who are pregnant, persons with high or low blood pressure, heart disease or diabetes should not utilize the sauna without first consulting a physician.
4. **Time Limit.** Limit the usage time in the sauna to ten (10) minutes. Long exposure in the sauna may result in nausea, dizziness or fainting.
5. **Paper Materials.** No paper materials (newspaper, magazines, etc.) are permitted in the sauna.
6. **Usage.** Do not put water on the sauna rocks. Hanging clothes or towels over the sauna rocks is also prohibited.

POOL, WATERSLIDE & LAP LANES

--- Features & Benefits

The District is pleased to provide our Patrons and Guests with a fantastic resort style aquatic amenity area. The features include:
- Zero (0) entry children’s wading pool with teardrop water feature
- Lighthouse waterslide
- Walkover bridge
- Junior Olympic size swim lanes with lane lines
- Market size umbrellas, loungers and chairs

Usage Guidelines

1. **Operating Hours.** Swimming is permitted only during designated hours subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department and posted at the pool. Such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is scheduled.

2. **Check-In.** Patrons with their Guests are required to check in at the reception desk, register their guests, pay any applicable fees and must remain with their guests for the duration of their visit, before utilizing the pool, and, at the Amenity Management Team’s discretion, may be required to wear a District-issued wristband to ensure that only authorized Patrons and their Guests are using the pool. Access to the pool is on a first-come, first-served basis and the District reserves the right to refuse entry if the pool is at capacity.

3. **Swim at Your Own Risk.** All persons using the pool do so at their own risk, and must abide by all swimming pool rules and policies.

4. **Supervision of Children.** Children under sixteen (16) years of age must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children 4 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual (eighteen (18) years of age or older) within arm’s length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm’s length of the child.

5. **Small Children; Swim Diapers.** Children three (3) years and younger are restricted to the tot pool unless being held by an adult who is eighteen (18) years of age or older. Parents should take their children to the restroom before entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber lined swim diapers and a swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the tot pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination...
of the tot pool may be held responsible for any clean-up or decontamination expenses incurred by the District.

6. **Food and Drink.** Patrons will be permitted to bring their own snacks and water to the pool; however, no coolers are permitted. Additionally, no food or beverages are permitted in the pool or on the pool wet deck area, 4 feet from pool edge, and instead food and beverages are only allowed in designated areas. Possession of alcohol other than purchased through the Galley Café will result in immediate expulsion.

7. **Glass Containers.** Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.

8. **Aquatic Toys and Recreational Equipment.** Pool toys and flotation devices are permitted in the pool under the direct supervision of an adult. Amenity Center staff has the right to deem certain toys and/or flotation devices in appropriate. Amenity Center staff reserves the right to prohibit use of any play equipment, especially during times of peak or scheduled activities or if the equipment provides a safety concern or nuisance to others and determined by Amenity Center staff. The following items are generally allowed: noodles, kick bords, water wings, soft foam balls, dive sticks, infant floatation devices equipped with leg holes. The following items are generally prohibited: large rafts and inflatable floats, inflatable or any other type not specified herein, boogie boards, hard toys, battery operated toys, any rings or floatation devices larger than 30 inches. No floatation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.

9. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards are permitted on the pool deck. A bike rack is provided near the pool gate in the parking lot area. Please be sure to secure and lock your belongs as the District is not responsible for lost or stolen items.

10. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

11. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. Proper swim attire must be worn at all times. Cutoffs, thongs, and overly revealing clothes that do not coincide with our family friendly environment are prohibited. Patrons and/or their Guests could be asked to leave the facility as deemed necessary by the Amenity Management Team.

12. **Pets.** Dogs or other pets (with the exception of “Service Animal’s” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts,
Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. The District is prohibited from asking about the nature or the extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. Service Animals are prohibited from entering the pool water. Pets (other than service animals) are not permitted on the pool deck area inside the pool gates at any time.

13. **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.

14. **Diving.** Diving is strictly prohibited at the pool, except in designated areas. Back dives, back flips, back jumps or other dangerous actions are prohibited.

15. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.

16. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

17. **Noise.** Radios, tape players, CD players, MP3 players, televisions and the like are not permitted unless they are personal units equipped with headphones.

18. **Entrances.** Pool entrances must be kept clear at all times.

19. **Railings.** No swinging on ladders, fences, lap lane ropes, safety lines, or railings is allowed.

20. **Pool Furniture.** Pool furniture is not to be removed from the pool area.

21. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

22. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction, or solicitation of swim instruction, is prohibited.
24. **Restrooms / Locker Rooms.** Please use the restrooms adjacent to the resort pool, not the locker rooms. Children, ages seven and older, MUST use their gender appropriate changing room.

25. **Staff Only.** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.

26. **Pool Closure.** In addition to Hillsborough County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:
   - Operational and mechanical difficulties affecting pool water quality.
   - During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
   - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
   - For a period of time following any mishap that results in feces or vomit in the pool water.
   - Any other reason deemed to be in the best interests of the District as determined by District staff.

27. **Private Parties.** Private parties cannot be accommodated.

**Additional Usage Guidelines (Waterslide)**

1. Use of the slide is only permitted when the slide is officially open.
2. Pregnant women and persons with heart conditions or back trouble should not ride the slide.
3. Only 1 person may slide down the waterslide at any given time, unless an adult is sliding with a small child.
4. Children may not stand or climb on the waterslide and must always ride down feet first.
5. Patrons and Guests must make sure the splash down area is clear before entering the slide.
6. Diving into/off of, kneeling, changing positions, slowing down, stopping, forming chains or sliding down head first is prohibited at all times.
7. No floats, rafts, balls, or toys, jewelry, water wings, goggles, masks, safety floats and not approved swim attire of any kind are permitted on the waterslide.
8. Children less than forty (40) inches tall are not permitted to ride the slide.
9. Children may ride the slide only if they demonstrate the ability to swim independently to the side of the pool after exiting.
10. Keep arms and hands inside the flume at all times.
11. The slide may only be used during school hours when it is attended at the top and bottom of the slide.
12. The water play feature is not monitored by lifeguards.
13. Parents and children are not permitted to catch children at the bottom of the slide.
13. Before sliding check that there is water in the flume. Riding a dry slide is strictly prohibited.

14. After your ride, leave the slide splash area IMMEDIATELY.

15. No pushing in line.

16. All waterslide riders shall obey lifeguard instructions, or may be restricted from use of the slide or pool facility.

17. Guidelines not followed after an initial warning will result in a loss of slide privileges for the remainder of the day, or other disciplinary action.

Additional Usage Guidelines (Lap Lane)

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. Do not hang on the lane lines as they are not designed to support weight.
4. Backstroke flags will be available during the week only.
5. The District reserves the right to remove some lap lanes on weekends.

Additional Usage Guidelines (ADA Chair Lifts)

1. ADA chair lifts are for use by disabled Patrons and their Guests only. Users should consult with their physician to determine if water activities are appropriate.
2. Chair lifts are designed for self-use. The Amenity Management Team is not authorized to assist Patrons or their Guests with use beyond initial review of operating instructions.

LAGOON ROOM, ADMIRAL’S LOUNGE AND RELATED GATHERING AREAS

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use. The Lagoon Room is only available through registration.

Features and Benefits

- The Admiral’s Lounge is located on the bottom floor of the clubhouse. It is used as an informal gathering place for Patrons, and features a large screen television with cable access and wireless internet access.
- The Lagoon Room converts to three meeting rooms. Beautiful porcelain tile floors, window treatments, bar area, and banquet furniture make this room special for any occasion. One third of the room is used frequently as a card room. A commercial kitchen is located on the veranda area.
- Upstairs veranda is a perfect place to kick back and enjoy the cool coastal breezes. The veranda is furnished with pub style seating.

Usage Guidelines
1. **Availability.** All areas, except for the Lagoon Room, are open for Patron utilization unless a structured program, event or exclusive rental is taking place.

2. **Rental of Lagoon Room.** The Lagoon Room is available for rental (see the section herein on rentals).

3. **Age Restriction.** No one under the age of sixteen (16) is allowed in these areas alone unless accompanied by an adult. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

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**THE DOCKERS**

We are pleased to provide a location on site where children can participate in activities named The Dockers. Young children who visit The Dockers must be between the ages of six (6) and nine (9) years. During the week, Monday through Friday, The Dockers hosts Fitness Buddies. This program allows parents the opportunity to use the amenities while their child is cared for. Please see the lifestyles guide for program information.

**SIGNATURE SPA**

Our community provides Patrons with a full service spa and salon. Patrons and non-Patrons may book spa services during all operating hours. We offer esthetician services including a variety of facial and waxing treatments. We also offer a variety of massage therapy options, as well as natural nail care services including wonder spa manicures and pedicures.

A full menu of spa services is available at the facility and the website. It is recommended that Patrons call in advance to book spa services. The Spa has implemented a twenty-four (24) hour cancellation policy. All spa services are by appointment only.

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**GALLEY CAFÉ**

The District’s Galley Café offers Patrons cold and warm beverages, and a light menu of snacks and prepared foods. The menu is updated regularly and is available at the Galley Café. We also provide a catering service.

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**WIRELESS INTERNET ACCESS**

--- **Features and Benefits**

The Admiral’s Lounge, club promenade, veranda, and Galley Café are the perfect places to check your e-mails, surf the web, and get a little work done while enjoying a nice beverage. Bring your own laptops and enjoy our free wireless internet access.
Usage Guidelines

1. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.

2. Use of the District’s wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
   a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
   b. Propagating malicious software.
   c. Unauthorized copying of copyrighted material.
   d. Attempting to access unauthorized files or systems.

3. Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age eighteen (18). Restriction of a child’s access to the Internet is the responsibility of the parent/legal guardian. Guardians are advised to read and share with children under eighteen (18) the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

BASKETBALL COURTS

Features and Benefits

All Patrons and Guests using the Basketball Court Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District’s policies and rules and misuse or destruction of Facilities equipment may result in the suspension or termination of Facilities privileges. The District may pursue further legal action and restitution in regards to destruction of Basketball Court Facilities property or equipment. Guests may use the Basketball Court Facilities if they are either (i) accompanied by a Patron; or (ii) carrying a Resident Guest Pass. Please note that the Basketball Court Facilities are unattended facilities and persons using the facility do so at their own risk. Persons interested in using the Basketball Court Facilities are encouraged to consult with a physician prior to use.

Usage Guidelines
1. **Hours**: The Basketball Court Facilities are available for use by Patrons during normal operating hours which are 7:00am – 10:00pm (EST). These facilities may not be rented, and work on a “first-come, first-served” basis, unless otherwise programmed by the District.

2. **Emergencies**: The Emergency Procedures set forth in this Handbook should be followed when any emergency occurs. Furthermore, all injuries should be reported to the Amenity Staff at (813) 649-1500.

3. **Proper Attire**: Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.

4. **Pickle Ball Court Reservations**: Pickle Ball Court usage and reservations schedules will be posted at the courts and are subject to change. Reservations are limited to Monday – Friday 7:00am – 2:00pm (EST).

5. **General Policies**: 
   a. The Basketball Court Facilities are for the use of Patrons and their Guests and are open for Basketball and Pickle Ball only. Pets, roller blades, bikes, skates, skateboards, and scooters, and the use of sidewalk chalk are prohibited at the facility.
   b. Beverages are permitted at the Basketball Court Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts.
   c. Alcoholic beverages and food are not permitted on Basketball Courts.
   d. Anyone under the age of sixteen (16) is not allowed to use the Basketball Court Facilities unless they have been certified by Staff through the Teen Tune-Up Orientation Program. In that case anyone above the age of twelve (12) may be permitted to use the Basketball Court Facilities. Otherwise, anyone under the age of sixteen (16) is not allowed to use the Basketball Court Facilities unless accompanied by an Adult Patron.
   e. The Basketball Courts are available on a first-come, first-served basis. It is recommended that persons desiring to use the Basketball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball Court is limited to one (1) hour when others are waiting.
   f. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
   g. Persons using the Basketball Court Facilities must supply their own equipment.
   h. Basketball backboard height must stay at ten feet, unless children 9 and younger are using the court with adult supervision, in which case the basketball backboard height may be adjusted. If the height is adjusted, it must be returned to ten feet upon exiting the Basketball Court Facilities.
   
1. **Youth Backboard Height Recommendations**:
   
1. Eight (8) foot goals are recommended for Ages five (5) to six (6).
2. Nine (9) foot goals are recommended for Ages seven (7) to nine (9).
3. Ten (10) foot goals are recommended for all other ages.

Usage of the Basketball Court Facilities by Guests is strictly prohibited, unless the Guest either (i) is accompanied by a Patron; or (ii) is carrying a Resident Guest Pass.

**SAND VOLLEYBALL COURTS**

Community sand volleyball courts are available for the enjoyment of all Patrons and their Guests.

**Features and Benefits**

- Sand volleyball court is located behind the club amenity on the lagoon, west of the resort pool.

**Usage Guidelines**

1. **First Come Basis.** The court is available for use by Patrons and their Guests only on a first-come, first-served basis and cannot be reserved unless it is for an approved, monitored community program or event.
2. **Adult Supervision.** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use these athletic courts without adult supervision.
3. **Vehicles.** No bicycles, scooters, skate-boards, or other equipment or vehicles with wheels are permitted.
4. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
5. **Destructive Use of Equipment Prohibited.** Hanging on the volleyball nets and destructive use of the equipment is prohibited.
6. **Equipment.** Patrons are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first-come, first-served basis.
7. **Wait Times.** Teams should limit use to one (1) hour when another group of Patrons is waiting. Winning teams are limited to a maximum of three (3) consecutive games.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

**TENNIS COURTS**

Our community offers five (5) “hard-tru” championship tennis courts for informal use, lessons, and league play.
Features and Benefits

- Four (4) courts and a center teaching court are featured at the night-lit racquet center
- Shaded pavilions available courtside
- Restroom facilities and court lights are available and are accessed via Proximity Card.
- Tennis professional available by appointment

Usage Guidelines

1. Reservations & Scheduling.
   a. Tennis courts may be reserved on a two (2) hour basis at the reception desk in person, a or by phone up, or through our online court reservation system up to fourteen (14) days in advance.
   b. Court reservations will be honored and enforced over unscheduled play with the exception of players who arrive more than twenty minutes late for their reservation.
   c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning or reservations.
   d. A schedule of activities will be posted in each area and updated by the staff.
   e. When other players are waiting, the tennis court use should be limited to one (1) hour.

2. League Play. Organized leagues must be approved through the Amenity Management Team. All teams should be comprised of Patrons and any persons paying the Tennis Annual User Fee.

2-3. Access. Patrons must have their proximity card program code to access the restrooms at the tennis pavilion. Patrons must obtain the program code to access the closet and the closet. The code is changed periodically, and available to you at the reception desk, upon presentation of a proximity card.

3-4. Supervision of Children. No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult (eighteen (18) years and older). Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use these athletic courts without adult supervision.

4-5. Attire. All players shall be dressed in appropriate attire, which includes: shirts, clay court tennis specific shoes, shorts or warm-up suits. These items must be worn at all times. Hard and/or black soled shoes are not allowed on the tennis courts.

5-6. Use Rules. Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players at all times.
Pets. Dogs or other pets (with the exception of “Service Animal’s”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it, If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. The District is prohibited from asking about the nature or the extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. Pets, with the exception of service animals, are not permitted on the tennis courts at any time.

Food and Drinks. Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.

Glass Containers. No glass containers or breakable objects of any kind are permitted on the tennis courts.

Operating Hours. The tennis courts are open from 6:00 am to 10:00 pm (EST) only. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.

Court Lights. Court lights controls are located in the combination controlled closet on MiraBay Boulevard and are labeled according to court number. Please allow up to five (5) minutes for lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.

Skateboards, Etc. Other Activities. No bicycles, scooters, roller skates, roller blades or skateboards or other devices of similar use are permitted on the tennis courts. No other sports are permitted unless approved by the Amenity Management Team.

Furniture. No furniture, other than benches already provided, will be allowed on the playing surfaces.

Equipment. Patrons are responsible for bringing their own equipment.

Tennis Instruction. Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
Guests. Patrons are permitted to bring a non-resident guest up to five (5) times; provided, however, that once such non-resident guest accesses the tennis courts more than five (5) times in any one (1) month, the Amenity Management Team has the authority to require such non-resident guest shall pay a fee based on current market rates, as determined by the Amenities Management Team.

Non-Resident Tennis Program

1. Program. The District oversees the Non-Resident Tennis Program, whereby the District, in exchange for the payment of fees, offers access to its tennis courts to Non-Residents, subject to the rules and policies of the District. As described herein and subject to the District’s rules and policies, the Non-Resident Tennis Program shall provide its participants with: access to the District’s tennis courts; opportunities to participate in free tennis socials, if any; and opportunities to participate in tennis clinics, if any, for the same rates paid by Residents. As set forth above, a member of the Non-Resident Tennis Program is referred to as “Non-Resident Tennis Patron.”

2. Enrollment. The District, in its discretion, currently offers enrollment in the Non-Resident Tennis Program to up to twenty (20) Non-Residents. The District reserves the right to offer enrollment to more than twenty (20) Non-Residents, however.

3. Enrollment Packages. The District shall offer to Non-Residents who are selected to enroll in the Non-Resident Tennis Program the opportunity to select either (i) a Six (6) Months Enrollment Package; or (ii) a Twelve (12) Month Enrollment Package. Non-Residents who purchase the Six (6) Month Enrollment Package shall be granted enrollment in the Non-Resident Tennis Program for a period of six (6) months, subject to the District’s rules and policies, beginning on the date of purchase and concluding six (6) months after such date. Non-Residents who purchase the Twelve (12) Month Enrollment Package shall be granted enrollment in the Non-Resident Tennis Program for a period of (12) months, subject to the District’s rules and policies, beginning on the date of purchase and concluding twelve (12) months after such date. A Non-Resident Tennis Patron’s enrollment package shall automatically renew at its conclusion if the Non-Resident Tennis Patron submits the enrollment payment for a renewed enrollment package to the District; provided, however, that District staff must receive such Payment at least fifteen (15) days in advance of the current enrollment package’s expiration date for the enrollment package to renew.

4. Fees. For those Non-Residents who are offered enrollment in the Non-Resident Tennis Program, there shall be an initiation fee of Zero Dollars and Zero Cents ($0.00). Non-Residents who wish to purchase the Six (6) Month Enrollment Package shall pay a fee of Three Hundred Seventy-Five Dollars and No Cents ($375.00), which may be adjusted up or down based
on current market rates, as determined by the Amenities Manager, and Non-Residents who wish to purchase the Twelve (12) Month Enrollment Package shall pay a fee of Seven Hundred Dollars and No Cents ($700.00), which may be adjusted up or down based on current market rates, as determined by the Amenities Manager. Any Non-Resident who is selected by the District for enrollment in the Non-Resident Tennis Program must pay all applicable fees prior to beginning enrollment in the Non-Resident Tennis Program, and a Non-Resident’s enrollment in the Non-Resident Tennis Program shall begin upon the District’s receipt of such Non-Resident’s payment of such fees. Failure of a Non-Resident to pay such applicable fees shall result in the District revoking that Non-Resident’s opportunity for enrollment in the Non-Resident Tennis Program.

5. **Tennis Orientation.** After paying all applicable fees, each Non-Resident Tennis Patron must complete one (1) tennis orientation session with the District’s tennis professional, at no cost to the Non-Resident Tennis Patron, in order to access and utilize the District’s tennis courts pursuant to the Non-Resident Tennis Program. A Non-Resident Tennis Patron may access and/or utilize the District’s tennis courts, consistent with the District’s rules and policies, following the completion of such orientation session and the tennis professional’s written acknowledgment that such Non-Resident Tennis Patron has completed the session. Any Non-Resident Tennis Patron who reapplies for enrollment and purchases an Enrollment Package after the expiration of his or her former Enrollment Package shall not be required to complete another tennis orientation session with the District’s tennis professional for purposes of the Non-Resident Tennis Program.

6. **Rules and Policies.** By participating in the Non-Resident Tennis Program, each Non-Resident Tennis Patron assumes responsibility for familiarizing himself or herself with the District rules and policies, as set forth herein and elsewhere, and abiding by such rules and policies.

7. **Access.** To access any one of the District’s tennis courts, Non-Resident Tennis Patrons must be issued a non-resident proximity card, pick up the key to the court from the reception desk, each Non-Resident Tennis Patron must return the key to the reception desk immediately upon completion of his or her usage of the District’s tennis courts for that session.

8. **Reservations.** Non-Resident Tennis Patrons may reserve a tennis court on a 1½ hour basis by phone up to two (2) days in advance of such reservation. Non-Resident Patrons are not permitted to reserve a tennis court in-person.

9. **Requisite Age.** Each Non-Resident Tennis Patron must be at least eighteen (18) years of age. The District shall not grant enrollment in the Non-Resident Tennis Program to any Non-Resident who is not at least eighteen (18) years of age.
10. No Guests. The Non-Resident Tennis Program’s benefits, as described herein, are specific to only Non-Resident Tennis Patrons and may be enjoyed by only Non-Resident Tennis Patrons. Accordingly, Non-Resident Tennis Patrons are prohibited from inviting any person who is not authorized to use the District’s tennis courts to such tennis courts for the purpose of having that person partake or participate in any of the Non-Resident Tennis Program’s benefits.

11. Identification. The District shall issue a Non-Resident Tennis Program card to each Non-Resident Tennis Patron, which shall identify that the card-carrying Non-Resident Tennis Patron is enrolled in the Non-Resident Tennis Program. Each Non-Resident Tennis Patron shall carry, or have immediate access to, his or her Non-Resident Tennis Program card when at the Amenities or other District facilities.

12. Interpretation. These rules and policies for the Non-Resident Tennis Program shall be interpreted as consistent with, and shall be read together with, all other rules and policies for the District’s tennis courts, as set forth herein. To the extent that there is any conflict between these rules and policies for the Non-Resident Tennis Program and other rules and/or policies for the District’s tennis courts, these rules and policies shall control. In the event that the rules and policies for the Non-Resident Tennis Program are silent on a particular subject, the District’s other rules and policies for its tennis courts shall govern.

PLAYGROUNDS AND PARKS

Our community provides playground areas and parks for Patrons to enjoy with their children.

Features and Benefits

- A playground located behind the clubhouse and also on MiraBay Boulevard, adjacent to the Boat Ramp. Additional playgrounds may become part of the District’s amenities as the community is further developed.

Usage Guidelines:

1. Use at Own Risk. Patrons and their Guests may use the playgrounds and parks at their own risk, and must comply with all posted signage.
2. Hours of Operation. Unless otherwise posted, all playground and park hours are from dusk to sunrise to sunset.
3. Supervision of Children. Adult supervision (eighteen (18) years and older) is required for children under the age of sixteen (16). Children must
remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.

4. **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.

5. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.

6. **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and their Guests are responsible for clean-up of any food or drinks brought by them to the parks.

7. **Pets.** Dogs or other pets (with the exception of “Service Animal’s” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. The District is prohibited from asking about the nature or the extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. No pets of any kind are permitted with the exception of service animals.

8. **Glass Containers.** No glass containers are permitted.

9. **Equipment.** No hard balls such as baseballs, golf balls, etc. are permitted.

10. **No Jumping.** No jumping off from any climbing bar or platform.

11. **Playground Slides.** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes the sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.

12. **Use of Grills and Tiki Hut.**
   a. Use of Grills and Grill area are at your own risk.
   b. Never leave hot grill unattended.
   c. Do not place hot ashes or coals in trash receptacles.
   d. Bag cold ashes before disposal.
   e. Check the surrounding area for flammable debris.
   f. Supervise children in grill area at all times.
   g. Please clean grill and grill area after use.
Please be courteous with your time if others are waiting to use the grills.

THE OUTFITTERS

One of our unique community amenities defining the lifestyle enjoyed by our Patrons is the Outfitters. This beautiful facility provides the perfect environment for Patrons to enjoy a variety of water sports and boating activities.

Features and Benefits

- Knowledgeable Captains at the Outfitters will provide boating services to Patrons and their Guests.
- Fishing and boating tips
- Boat Lift training – kayaks, canoes and paddleboards for use
- Sunset Socials and Happy Hours

Usage Guidelines for Boat Lift / Boat Ramp

1. **Use at Own Risk.** Use of the livery boats and other equipment is at your own risk.
2. **Toys / Vehicles.** No toys, skates, or skateboards allowed.
3. **Fishing.** Subject to any other applicable requirements of governmental and other authorities, and without making any representations regarding the same, fishing is permitted from floating docks (but not from the Boat Lift) maintained by the District, with adult supervision.
4. **Age Restrictions.** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult (eighteen (18) years and older). Patrons are not permitted to “drop off” their children / grandchildren without specific supervision from an adult. Minimum age for boat livery is sixteen (16) years. Each boat must have at least one (1) occupant sixteen (16) years or older.
5. **Swimming.** Swimming is prohibited in all ponds, lagoons, or from shoreline of water bodies maintained by the District unless otherwise posted.
6. **Reckless Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited.
7. **Loading & Unloading.** Livery Boats must load or unload passengers in designated areas.
8. **Personal Flotation Devices.** All occupants of livery canoes, kayaks and sunfish must wear a Coast Guard approved Class I, II, or III Personal
Flotation Device (“PFD”). All children less than fifty (50) pounds in weight must wear a PFD at all times when in a liveried boat.

9. **Maximum Number of People.** Exceeding the maximum number of people allowed in canoes, kayaks and sunfish is prohibited.

10. **Pets.** Pets are not permitted in livery boats unless participating in an approved program or event.

11. **Storms / Fishing.** Fishing docks are closed in the event of electrical storms and must be vacated immediately.

12. **Boating / Fishing Laws.** All state boating and fishing laws apply, and each Patron and Guest is responsible for being knowledgeable about those laws and shall comply with the same. Additionally, all Patrons and Guests must comply with restrictions posted at the individual marinas. Further, the District does not presently own the canals and, accordingly, additional restrictions on boating and/or fishing may apply in these areas.

**Additional Usage Guidelines (Boat Lift)**

The Boat Lift is available for boat transfer only, and is available for that exclusive purpose at all times. *Use of the boat lift is at your own risk. Patrons must complete boat lift orientation in order to operate a lift.*

**Additional Usage Guidelines (Boat Ramp Access)**

As a reminder, the Boat Ramp is NOT to be utilized as a “day ramp.” As per the permit requirements, the Boat Ramp is for the exclusive use of registered boats. It is to be used for emergency, maintenance and delivery purposes only. *Newly purchased boats may use the boat ramp and boat lift under supervision.*

1. **Hours.** Hours of Operation (unless otherwise posted) are from 9:00a.m. to 5:00p.m. (EST).

2. **Appointments.** When expecting to use the Boat Ramp, please make an appointment with the reception desk ahead of time.

3. **Keys.** Obtain a key from the reception desk and leave a Proximity Card.

4. **Procedure.** At the boat ramp, do the following in order to access the ramp:
   a. Open the chain
   b. Put in or take out craft
   c. Secure craft to dock or on trailer and immediately return key. **DO NOT LEAVE WITH KEY.**

**ADMIRAL POINTE CLUBHOUSE**

**Features and Benefits**
- The Admiral Pointe Clubhouse contains a common area, kitchen, office, and restrooms. The clubhouse is also located directly adjacent to the beautiful Admiral Pointe pool.
- The comfortable outdoor patio seating and lounge chairs by the pool provides a superb relaxing environment.
- The clubhouse’s common area is the perfect space for special events.

Patrons who are interested in renting this space should review the rules herein and contact District staff to explore rental possibilities.

Usage Guidelines

1. **Availability.** All areas are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Common Area.** The clubhouse’s common area is available for rental (see the section herein on rentals).
3. **Age Restriction.** No one under the age of sixteen (16) is allowed in these areas alone unless accompanied by an individual eighteen (18) years of age or older. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

**POND AREAS**

The stormwater ponds throughout the community are not designed for swimming or boating, but certain ponds, as designated by the Amenity Manager from time to time (please contact the Amenity Manager for further information), may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds, as the purpose of the ponds is not for fishing but to help facilitate the District’s natural water system for run-off and overflow. (Note that this policy only applies to District owned stormwater ponds and does not apply to the lagoon.)

The following additional guidelines apply:

1. **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
2. **Age Restrictions.** Children under the age of sixteen (16) must be accompanied by an individual eighteen (18) years of age or older when fishing.
3. **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish, walk or ride bicycles to the ponds.
4. **Equipment.** Do not leave fishing poles, lines, equipment or bait unattended.
5. **Litter.** Do not leave any litter. Fishing line is hazardous to wildlife.
6. **Wildlife.** Do not feed the wildlife anything, ever.
7. **Catch & Release.** Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required, and removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival.

8. **Prohibition on Dangerous Equipment; No Cast Netting.** Spear fishing, or the use of spear guns, bows and arrows and firearms (to the extent of the prohibitions allowed by law), are not permitted as acceptable methods of fishing. Cast netting, and the use of traps, are also prohibited.

9. **No Swimming.** Swimming is prohibited in all ponds on District property.

10. **No Boating.** No watercrafts of any kind are allowed in any of the ponds on District property.

11. **Licensing Requirements.** Licensing requirements from other governmental agencies may apply, and it is the responsibility of Patrons and Guests to ensure that they have met all legal requirements to fish.

12. **Stormwater Management System.** The ponds owned by the District are part of the District’s stormwater management system. Consistent with the District’s existing “Natural Areas Policy,” maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District’s Manager in the event that you witness any event in violation of these policies or requiring the District’s attention.

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**FACILITY RENTAL POLICIES**

For the convenience and enjoyment of our Patrons, our community offers locations within the facilities for private rentals, such as the Lagoon Room. Additionally, Patrons may reserve on a non-exclusive basis the use of the Playground(s).

The following policies apply to the rental of these Amenities:

1. **Rentals; Patrons Only.** Patrons must reserve the Lagoon Room, the Small Meeting Room, and the Admiral Pointe Clubhouse in order to use those areas on an exclusive basis, and must reserve the Playground(s) and Tot Lots / Promenade for any organized party or event and in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the Amenity Manager. Please contact the Amenity Management Team in order to determine availability of the Amenities for any particular reservation.

2. **Amenities Available for Rental:** The following Amenities are available for rental: Lagoon Room, the Small Meeting Room, and the Admiral Pointe Clubhouse, as well as Playground(s) and Tot Lots, and Promenade.

3. **Payment & Registration.** Patrons interested in a rental of facilities may pick up the applicable packet from the Amenity Manager. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the
room rental, both made out to the District must be delivered to the Amenity Management Team along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District’s rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
   i. Remove all garbage, place in dumpster and replace garbage liners;
   ii. Take down all decorations or event displays; and
   iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. **Food & Drinks.** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at the event, the Patron must notify the Amenity Management Team in advance, and the Amenity Management Team may make arrangements to provide such beverages.

6. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.

7. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours, but no more than four (4) hours, and no after-hours events shall extend past midnight.

8. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.

9. **Capacity.** The clubhouse capacity limit shall not be exceeded at any time for a party or event.

10. **Noise.** The volume of live or recorded music must not violate applicable County noise ordinances, or unreasonably interfere with residents’ enjoyment of their homes.

11. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.

12. **Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Management Team no later than thirty (30) days prior to the scheduled event to receive one hundred percent (100%) of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event one hundred percent (100%) of the security deposit and zero percent (0%) of the rental fee will be returned.
PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and their Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

EMERGENCY PROCEDURES

In the event of an emergency, please dial 911, and contact the on-site Amenity Manager at the clubhouse at (813) 649-1500, follow the prompts for emergency assistance, ext. 29, and the District Manager at (813) 321-9333 ext. 4205. The facilities are equipped with emergency phones, a first aid kit, and an AED units in their designated location. At all times while the facility is staffed, an individual with first aid, CPR and AED certifications will be on duty to respond to emergencies, accidents, and injuries. The following equipment is available in specified areas throughout the community.

First Aid Kits

Locations
- Laundry room adjacent to fitness center patio doors
- Tennis Court Closet
- Dockers

Procedure for Use
1. Notify a staff member that first aid is required
2. If a staff member is not on duty, utilize the first aid supplies as necessary
3. Dispose of any used first aid supplies in appropriate trash receptacles

AEDs

Locations
- In fitness center above the magazine rack
- Tennis court pavilion

Procedure for Use
1. Send someone to call 911 and contact the Amenity Manager
2. Follow CPR steps with the victim
3. If the victim is not breathing and you do not hear a heartbeat open the AED
4. Follow instructions provided by the AED

DISCIPLINARY RULE

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and their Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District’s Amenities Disciplinary Rule is included as Part 3 of this Amenities Rules Handbook.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

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.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board by vote at a public meeting, or the District Manager, and/or Amenity Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

OTHER RULES AND POLICIES

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

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PART 2: Harbor Bay Community Development District

Rule for Amenities Rates

Effective Date: December 14, 2017

In accordance with Chapters 190 and 120 of the Florida Statutes, and on December 14, 2017 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 rates for the District’s Amenities. All prior rules of the District governing this subject matter are hereby rescinded.

1. Introduction. This rule addresses various rates, fees and charges associated with the Amenities owned and managed by the Harbor Bay Community Development District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenities Operating Rules.

2. Annual User Fee. Any non-resident that pays an Annual User Fee shall be entitled to all rights and obligations of residents with respect to the use of the Amenities. The Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets, plus a fifteen percent (15%) surcharge, which amount may be increased or decreased based upon the prevailing market rates. The fee is to be paid for a single year from the date of issuance, and is payable in advance in one lump sum payment.

3. Rental Rates. Any Patron wishing to rent the following portions of the Amenities must pay the appropriate fee and submit a security deposit in the amounts set forth below:

<table>
<thead>
<tr>
<th>Area / Service</th>
<th>Fee</th>
<th>Deposit</th>
</tr>
</thead>
</table>
| Lagoon Room        | • $50 to $200 / hour, as established at the discretion of the Amenity Management Team.  
                   | • An additional $50 to $150 / hour fee will be charged for each hour used after the club’s normal operating hours. | $300 to $500 |
| Small Meeting Room | • $100 to $250 per event, as established at the discretion of the Amenity Management Team. | $100 to $200  |
| Admiral Pointe Clubhouse | • $25 to $200 / hour, as established at the discretion of the Amenity Management Team.  
                      | • An additional $25 to $200 / hour fee will be charged for each hour used after the club’s normal operation hours. | $250 to $450 |
| Playground(s) & Tot Lots / Promenade | • FREE (subject to availability and Amenity Management Team’s discretion, on a non-exclusive basis) | N/A |

4. **Proximity Card & Registration Fees**

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee (as established at the discretion of the Amenity Management Team)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patron Proximity Card</td>
<td>No Charge</td>
</tr>
<tr>
<td>Tenants (Renters) Fee (doesn’t apply to Non-Resident Patrons who directly paid their Annual User Fee and may be renters of property outside the District)</td>
<td>$10.00 to $250.00 per card</td>
</tr>
<tr>
<td>Replacement Proximity Card</td>
<td>No charge; provided, however, that if replacement is required as a result of loss, damage and/or abuse to a card then the fee shall be $10.00 to $250.00 per card</td>
</tr>
<tr>
<td>Caregiver Registration Fee</td>
<td>$10.00 to $20.00</td>
</tr>
<tr>
<td>Insufficient Funds Fee</td>
<td>$25.00 to $50.00</td>
</tr>
</tbody>
</table>

5. **Vehicle Credentials**

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee (as established at the discretion of the Amenity Management Team)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patron</td>
<td>No charge for the first four (4) vehicle credentials; provided, however, that any additional vehicle credential shall be issued at a fee of $15.00 to $30.00 each.</td>
</tr>
<tr>
<td>Tenants (Renters) Fee</td>
<td>$15.00 to $30.00 each.</td>
</tr>
<tr>
<td>Replacement Credentials</td>
<td>For any vehicle credential that is replaced for any purpose other than a malfunction not caused by the Patron or other user, as determined by the Amenity Management Team.</td>
</tr>
</tbody>
</table>
there shall be a fee of $15.00 to $30.00 each; provided however that there shall be no fee for replacement of a vehicle credential malfunctioning through no fault of the Patron or other user as determined by the Amenity Management Team.

6. **Resident Programs, Activities, Services and Goods Fees.** A wide variety of programs, activities, services and goods are offered by the District. The fees for these will be based on market rates as determined by the Amenities Manager.

7. **Non-Resident Programs, Activities, Services and Goods Fees.** As set forth in more detail in the District’s Amenities Rules, and as a general rule, only Patrons and Guests are authorized to use the District’s Amenities and enroll in community programming. That said, where authorized by the District, Non-Residents may attend certain events or programs and purchase goods and services of the District. Non-Residents participating in a program will pay the price of the program plus an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates; provided, however, that they will not be required to pay the Annual User Fee. Non-Residents will pay for events, goods and services at the same prices as Patrons.

8. **Special Provisions for Rental Events.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service plus up to an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates. Unless identified herein, no other amenities or facilities of the District may be rented.

9. **Rental by Approved Recreational Clubs and Homeowner’s Associations.** The District’s Board has determined that the purpose of the Amenities is to provide a facility for recreational activities and, in furtherance of that stated purpose, desires to offer free rental of the Lagoon Room and Small Meeting Room to recreational clubs comprised of Patrons and approved by the District. Such approved clubs may be allowed to reserve the Lagoon Room and Small Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to twelve (12) months in advance. Similarly, homeowner’s associations serving the community within the District may be allowed to reserve the Lagoon Room and Small Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to 12 months in advance. Table set up and break down are the Patron clubs responsibility. Food, beverage, Bartender or --
additional staff services something will come at an additional charge of $10-$35 per hour.

10. Non-Resident Tennis Program Fees and Rates. The amount of the fees and rates for the Non-Resident Tennis Program shall be based on market rates for comparable tennis programs. Accordingly, the District reserves the right to amend the fees and rates for the Non-Resident Tennis Program from time to time to ensure that such fees and rates are consistent with market rates, provided that any amendment shall be made in accordance with all applicable laws, rules, regulations, and the District’s rules and policies. The following fees and rates shall apply to the Non-Resident Tennis Program:

<table>
<thead>
<tr>
<th>Type of Fee/Rate</th>
<th>Amount (as established at the discretion of the Amenity Management Team)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiation Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Six Months Enrollment Package</td>
<td>$375.00 to $500.00</td>
</tr>
<tr>
<td>Twelve Months Enrollment Package</td>
<td>$700.00 to $825.00</td>
</tr>
</tbody>
</table>

11. Violation of Resident Guest Pass Policies. The amount of the fee for a violation of the Resident Guest Pass policies, as set forth in the Amenities Rules, shall be based on either (i) market rates for comparable violations at similar communities; or (ii) the intent to sufficiently deter such violations. Accordingly, the District reserves the right to amend the fee for a violation of the Resident Guest Pass policies to ensure that such fee either (i) is consistent with market rates; or (ii) sufficiently deters violations of the Resident Guest Pass policies. Any such amendment shall be made in accordance with all applicable laws, rules, regulations, and the District’s rules and policies. The following fee shall be imposed on those persons who violate the Resident Guest Pass policies:

<table>
<thead>
<tr>
<th>Type of Fee/Rate</th>
<th>Amount (as established at the discretion of the Amenity Management Team)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violation of Resident Guest Pass Policies</td>
<td>$25.00 to $50.00</td>
</tr>
</tbody>
</table>

12. Adjustment of Rates. The Amenities Management Teams has authority to establish fees within the ranges set forth herein. Further, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than ten percent (10%) per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts.

13. Prior Rules. Any prior rules setting amenities rates are hereby rescinded to the extent such rules are in conflict with the rules set forth herein.
14. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

[Remainder of page intentionally left blank]
PART 3: Harbor Bay Community Development District

Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2016)
Effective Date: December 14, 2017

In accordance with Chapters 190 and 120 of the Florida Statutes, and on December 14, 2017 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 / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

1. Introduction. This Rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenities Operating Rules.

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. Offenses. The District, through its Board, District Manager, and Amenities Management Teams, shall have the right to take Enforcement Action, as defined below, against any person when such person commits any of the following prohibited actions (“Offenses” and, individually, “Offense”):

   a. Submits false information on any application for use of the Amenities;
   b. Permits the unauthorized use of a Proximity Card;
   c. Exhibits unsatisfactory behavior, deportment or appearance;
   d. Fails to pay amounts owed to the District in a proper and timely manner;
   e. Fails to abide by any District rules or policies (e.g., Amenity Rules Handbook);
   f. Treats the District’s supervisors, staff, amenities management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
   g. Damages or destroys District property; or
   h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or Guests.
4. **Enforcement Action.**
   a. The District, through its Board, District Manager, and Amenities Management Team, may take certain action to limit a person’s ability to use the Amenities when such person has committed an Offense ("Enforcement Action"). The District, through its Board, District Manager, and Amenities Management Team, may take the following Enforcement Actions against any person who commits an Offense:
      i. Upon the first Offense: issue a verbal warning to such offender. The warning shall be recorded by the District Manager or Amenities Management Team, signed by the individual offender, and held on file with the District.
      ii. Upon the second Offense: issue a written warning to such offender. The warning shall be recorded by the District Manager or Amenities Management Team, signed by the individual offender, and filed with the District.
      iii. Upon the third Offense: restrict such offender’s access to and use of the Amenities for one (1) day. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
      iv. Upon the fourth Offense: suspend such offender’s access to and use of the Amenities for one (1) week. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
      v. Upon the fifth Offense: suspend such offender’s access to and use of the Amenities for one (1) month. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such suspension shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the suspension of the offender’s Amenities privileges for one (1) month. The suspension will be effective and begin upon the Board’s issuance of a suspension recommendation at such meeting.
      vi. Upon the sixth Offense: terminate such offender’s Amenities privileges for up to one (1) year. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such termination shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the termination of the offender’s privileges for up to one (1) year. The termination
will be effective and begin upon the Board’s issuance of a termination recommendation at such meeting.

b. The District is not required to follow the process set forth in this section and the District, through its Board, District Manager, and Amenities Management Teams, may in its discretion elect to select an Enforcement Action that it considers appropriate based on the nature of the Offense.

c. Notwithstanding the foregoing, any refusal of an offender to sign a warning or written report shall not invalidate or otherwise undermine the accompanying Enforcement Action.

5. Authority of Amenities Management Teams. Notwithstanding anything herein, the Amenities Management Teams or his or her designee has the ability to remove any person from one or all Amenities if such person commits an Offense. The Amenities Management Teams or his or her designee may at any time restrict or suspend for cause, with such cause including without limitation when a person commits an Offense, such person’s privileges to use any or all of the Amenities for a period not to exceed seven (7) days.

6. Authority of District Manager. Notwithstanding anything herein, the District Manager may at any time restrict, suspend, or terminate for cause, with such cause including without limitation when a person commits an Offense, such person’s privileges to use any or all of the Amenities for a period greater than seven (7) days.

7. Enforcement of Penalties/Fines. For any of the Offenses set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to One Thousand Dollars and No Cents ($1,000.00) and collect such fine and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

8. Legal Action; Criminal Prosecution. If any person is found to have committed any of the Offenses in Section 3 above, such person may additionally be subject to arrest for trespassing or other legal action, as applicable, whether civil or criminal in nature.

9. Appeals. Any Resident, Guest, Non-Resident Patron, or Renter who has his or her Amenities privileges restricted for at least one (1) week, suspended for at least one (1) week, or terminated in accordance with this Rule may appeal such restriction, suspension, or termination to the Board of Supervisors for reversal or reduction at the next regular meeting of the Board of Supervisors. The Board’s decision on appeal shall be final.

10. 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.
EXHIBIT 22
Date of report: 4-16-2020
Submitted by: Doug Ivester

ISLEBAY ROAD REPAIRS UPDATE / No Board action required:
Project Complete.

LANDINGS PARK PARKING LOT UPDATE / No Board action required:
Project Complete.

FIELD OPERATIONS UPDATES / No Board action required:
- We are proud to announce a new member of our Field Operations and Maintenance Staff; James Ivey has joined the team. James has an extensive background in maintenance, and we look forward to having the extra
- Unused row boats and their rack has been removed.
- We are relocating the existing kayak rack to the floating dock area for ease of launch and resident access.
- Constructed the picnic tables purchased for kids’ programs to replace plastic tables and metal chairs, much cleaner look for that area and the kids are happy too!
- Repaired two large potholes on MiraBay Blvd. and another at Manns Harbor entrance
- Captured and removed 10 hogs and 8 raccoons from property
- Picked up large amounts of furniture debris from main entrance and continue to drive property daily to keep clean, safe and inviting.
- Removed dishwasher from middle of main entrance
- Removed and disposed of an unsafe picnic table from the area outside of Dockers.
- Algae growth was noted in the main pool. Found that excessive oak pollen in filtration system was the cause, cleaned filtration, scrubbed pool, problem resolved.
- Filled eight minor voids along the seawall
- Replaced broken playground ladder at clubhouse playground

<table>
<thead>
<tr>
<th>Project:</th>
<th>Start Date:</th>
<th>Projected Completion Date:</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk Repairs</td>
<td>1st quarter 2020</td>
<td>1st quarter 2020</td>
<td>Project completed</td>
</tr>
<tr>
<td>Pond Fountain Replacement</td>
<td>1st quarter 2020</td>
<td>2nd quarter 2020</td>
<td>Install underway and expected completion date 4-15 weather permitting</td>
</tr>
<tr>
<td>Pool Bathrooms</td>
<td>1st quarter 2020</td>
<td>2nd quarter 2020</td>
<td>Awaiting Board approval</td>
</tr>
<tr>
<td>Roundabout Pavers</td>
<td>1st quarter 2020</td>
<td>TBD</td>
<td>Bid process in progress</td>
</tr>
<tr>
<td>Storm Drain Clean out</td>
<td>2nd quarter 2020</td>
<td>3rd quarter</td>
<td>Bid process in progress</td>
</tr>
<tr>
<td>Pool Planters</td>
<td>2nd quarter</td>
<td>3rd quarter</td>
<td>On hold after swim season</td>
</tr>
<tr>
<td>LANDSCAPE MAINTENANCE</td>
<td>MAXIMUM VALUE</td>
<td>MONTHLY SCORE</td>
<td>Comments</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>---------------</td>
<td>---------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>TURF MOW (grass height, patterns changed, free of grass clumps)</td>
<td>5</td>
<td>5</td>
<td>Evidence of mowing direction changes evident in the turf areas</td>
</tr>
<tr>
<td>TURF FERTILITY (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)</td>
<td>15</td>
<td>8</td>
<td>Granular application has provided positive results however irrigation failures in certain areas are causing declines in turf condition.</td>
</tr>
<tr>
<td>TURF EDGING (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)</td>
<td>5</td>
<td>5</td>
<td>All areas edged to specs.</td>
</tr>
<tr>
<td>WEED CONTROL – TURF AREAS (reasonably free of weeds)</td>
<td>10</td>
<td>10</td>
<td>Slow release granular fertilization has made significant improvements within the turf areas.</td>
</tr>
<tr>
<td>TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)</td>
<td>10</td>
<td>9</td>
<td>Treating for mole crickets is ongoing, there has been a noticeable improvement of affected areas.</td>
</tr>
<tr>
<td>PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)</td>
<td>10</td>
<td>5</td>
<td>Aggressive tiering pruning at front entrance has been completed. Several planting areas are under stress due to irrigation failures.</td>
</tr>
<tr>
<td>WEED CONTROL – BED AREAS (reasonably free of weeds, satisfactory detail no evidence of chemical edging)</td>
<td>15</td>
<td>13</td>
<td>Continuous spot treating/pulling of weeds in planting beds being performed on CLM’s rotating schedule</td>
</tr>
<tr>
<td>PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)</td>
<td>10</td>
<td>6</td>
<td>Snow bushes at main entrance were treated with BT. Evidence of new catapillar concerns along Manns Harbor currently being treated.</td>
</tr>
<tr>
<td>PRUNING &amp; TREE TRIMMING (15 feet over roadways, 10 feet sidewalks and elsewhere)</td>
<td>10</td>
<td>10</td>
<td>All right of ways are trimmed to specs at this time.</td>
</tr>
<tr>
<td>CLEANLINESS (debris free, leaf litter, landscape debris)</td>
<td>10</td>
<td>7</td>
<td>Further improvement in this area noted. CLM will be purchasing equipment to address this issue for next fall.</td>
</tr>
<tr>
<td>MULCHING (distributed appropriately, bare areas, recommended is 3&quot;)</td>
<td>5</td>
<td>5</td>
<td>No issues noted at this time.</td>
</tr>
<tr>
<td>WATER/IRRIGATION MANAGEMENT</td>
<td>10</td>
<td>5</td>
<td>Several irrigation issues have caused decline in turf and planting areas</td>
</tr>
<tr>
<td>PRIOR MAINTENANCE ITEMS ADDRESSED</td>
<td>5</td>
<td>5</td>
<td>Maintenance concerns are addressed in a timely manner.</td>
</tr>
</tbody>
</table>

**SEASONAL COLOR/PERENNIAL MAINTENANCE**

<table>
<thead>
<tr>
<th>VIGOR/APPEARANCE</th>
<th>10</th>
<th>10</th>
<th>Annuals replaced end of March</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSECT/DISEASE CONTROL</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>DEADHEADING/PRUNING</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

**MAXIMUM VALUE**

150 123 0 0 0

**DATE OF INSPECTION**

CONTRACTOR SIGNATURE: [Signature]

INSPECTOR SIGNATURE: [Signature]
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Douglas Ivester

DATE: 2.10.2020

RE: Pool Bathrooms

ISSUE: Renovate pool bathrooms.

ANALYSIS/INFORMATION: Pool bathrooms are in need of renovation to ensure that they meet the standards of the Mira Bay community.

Budget Impact: $28,627.09 (Reserve funds)
STAFF RECOMMENDATION: Enter into an agreement with Advantage Restoration to renovate resort pool bathrooms.

<table>
<thead>
<tr>
<th></th>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Advantage Restoration &amp; Contracting</td>
<td>$28,627.09</td>
</tr>
<tr>
<td>2</td>
<td>WCP Construction</td>
<td>$31,979.00</td>
</tr>
<tr>
<td>3</td>
<td>Peter Bowen Construction</td>
<td>$26,358.00</td>
</tr>
</tbody>
</table>

SUGGESTED MOTION: Motion to approve Advantage Restoration pool bathroom renovation in the amount of $28,627.09 to be paid out of the reserve fund.
Client: Harbor Bay CDD (Pool Bathrooms)
Property: 107 Manns Harbor Drive
Apollo Beach, FL 33572

Operator: ADVANTAGE

Estimator: Jason Jones
Company: Advantage Restoration & Contracting
Business: 607 Hitchcock Street Suite 105
Plant City, FL 33565

Type of Estimate: Remodel
Date Entered: 2/16/2020

Price List: FLTA8X_FEB20
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2020-02-16-1459
**Main Level**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Tandem axle dump trailer - per load - including dump fees</td>
<td>1.00</td>
<td>EA @ 187.30</td>
<td>187.30</td>
</tr>
</tbody>
</table>

**Mens Bathroom**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Toilet partition - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 212.13</td>
<td>212.13</td>
</tr>
<tr>
<td>3. Clean toilet partition - per stall</td>
<td>1.00</td>
<td>EA @ 25.93</td>
<td>25.93</td>
</tr>
<tr>
<td>4. Toilet - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 201.08</td>
<td>201.08</td>
</tr>
<tr>
<td>5. Urinal - Detach &amp; reset</td>
<td>2.00</td>
<td>EA @ 289.29</td>
<td>578.58</td>
</tr>
<tr>
<td>6. R&amp;R Flush valves</td>
<td>3.00</td>
<td>EA @ 214.22</td>
<td>642.66</td>
</tr>
</tbody>
</table>

REPLACE FLUSH VALVES ON 2 URINALS AND 2 TOILETS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Toilet paper dispenser - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 24.31</td>
<td>24.31</td>
</tr>
<tr>
<td>8. Remove Toilet seat cover dispenser</td>
<td>1.00</td>
<td>EA @ 23.98</td>
<td>23.98</td>
</tr>
<tr>
<td>9. Install Toilet seat cover dispenser</td>
<td>1.00</td>
<td>EA @ 21.73</td>
<td>21.73</td>
</tr>
<tr>
<td>10. Handicap grab bar - Detach &amp; reset</td>
<td>2.00</td>
<td>EA @ 25.29</td>
<td>50.58</td>
</tr>
<tr>
<td>11. R&amp;R Countertop - solid surface - Premium grade</td>
<td>9.17</td>
<td>SF @ 88.15</td>
<td>808.34</td>
</tr>
<tr>
<td>12. Sink faucet - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 98.58</td>
<td>98.58</td>
</tr>
<tr>
<td>13. R&amp;R Sink - single</td>
<td>1.00</td>
<td>EA @ 263.46</td>
<td>263.46</td>
</tr>
<tr>
<td>14. Sink - wall mounted - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 200.15</td>
<td>200.15</td>
</tr>
<tr>
<td>15. Remove Paper towel dispenser</td>
<td>2.00</td>
<td>EA @ 13.93</td>
<td>27.86</td>
</tr>
<tr>
<td>16. Install Paper towel dispenser</td>
<td>2.00</td>
<td>EA @ 16.30</td>
<td>32.60</td>
</tr>
<tr>
<td>17. Soap/hand sanitizer dispenser - Detach &amp; reset</td>
<td>2.00</td>
<td>EA @ 22.99</td>
<td>45.98</td>
</tr>
<tr>
<td>18. R&amp;R Mirror - framed</td>
<td>16.79</td>
<td>SF @ 20.16</td>
<td>338.49</td>
</tr>
</tbody>
</table>

TWO MIRRORS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. Light fixture - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 44.31</td>
<td>44.31</td>
</tr>
</tbody>
</table>

VANITY LIGHT

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. Air freshener - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 10.11</td>
<td>10.11</td>
</tr>
<tr>
<td>21. Light fixture - Detach &amp; reset - Ceiling</td>
<td>2.00</td>
<td>EA @ 65.97</td>
<td>131.94</td>
</tr>
</tbody>
</table>

CEILING LIGHTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>22. Heat/AC register - Mechanically attached - Detach &amp; reset</td>
<td>1.00</td>
<td>EA @ 12.93</td>
<td>12.93</td>
</tr>
<tr>
<td>23. Remove Outlet</td>
<td>1.00</td>
<td>EA @ 4.67</td>
<td>4.67</td>
</tr>
<tr>
<td>24. Remove Trim board - 1’’ x 4’’ - installed (pine)</td>
<td>49.00</td>
<td>LF @ 0.37</td>
<td>18.13</td>
</tr>
<tr>
<td>25. Drywall patch / small repair, ready for paint</td>
<td>1.00</td>
<td>EA @ 75.13</td>
<td>75.13</td>
</tr>
</tbody>
</table>

Ceiling
### CONTINUED - Mens Bathroom

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>26. Seal/prime then paint the ceiling (2 coats)</td>
<td>124.06 SF @</td>
<td>0.78 =</td>
<td>96.77</td>
</tr>
<tr>
<td>27. Light fixture</td>
<td>1.00 EA @</td>
<td>93.90 =</td>
<td>93.90</td>
</tr>
<tr>
<td>28. R&amp;R 110 volt copper wiring run and box - rough in only</td>
<td>1.00 EA @</td>
<td>51.27 =</td>
<td>51.27</td>
</tr>
<tr>
<td>29. Remove 1/2&quot; - drywall per LF - up to 4' tall</td>
<td>49.00 LF @</td>
<td>2.85 =</td>
<td>139.65</td>
</tr>
</tbody>
</table>

**REPLACE LOWER DRYWALL WITH CEMENT BOARD FOR NEW TILE**

| DESCRIPTION                                                                 | QTY  | UNIT PRICE | TOTAL   |
| 30. 1/2" Cement board                                                      | 196.00 SF @ | 2.77 =     | 542.92  |
| 31. Ceramic tile - bullnose - 2" x 6"                                      | 49.00 LF @ | 8.51 =     | 416.99  |
| 32. Ceramic/porcelain tile                                                 | 171.50 SF @ | 9.98 =     | 1,711.57|

**WALL TILE**

| DESCRIPTION                                                                 | QTY  | UNIT PRICE | TOTAL   |
| 33. Glass tile                                                             | 16.33 SF @ | 38.38 =    | 626.75  |
| 34. Floor prep (scrape loose residue)                                      | 124.06 SF @ | 1.56 =     | 193.53  |
| 35. Tile floor covering                                                    | 124.06 SF @ | 12.29 =    | 1,524.70|
| 36. Grout sealer                                                           | 320.06 SF @ | 0.77 =     | 246.45  |

**SEAL WALL AND FLOOR TILE**

| DESCRIPTION                                                                 | QTY  | UNIT PRICE | TOTAL   |
| 37. Floor drain - cast iron (no-hub) - 2" to 4"                            | 1.00 EA @ | 234.66 =   | 234.66  |
| 38. Paint door slab only - 2 coats (per side)                              | 1.00 EA @ | 30.33 =    | 30.33   |
| 39. Paint door or window opening - 2 coats (per side)                      | 1.00 EA @ | 25.36 =    | 25.36   |
| 40. Urinal partition - (solid plastic, phenolic)                           | 1.00 EA @ | 293.83 =   | 293.83  |
| 41. Lavatory pipe cover                                                    | 2.00 EA @ | 65.12 =    | 130.24  |
| 42. R&R 110 volt copper wiring run, box and outlet                         | 1.00 EA @ | 64.72 =    | 64.72   |

**MOVE OUTLET BOX**

| DESCRIPTION                                                                 | QTY  | UNIT PRICE | TOTAL   |
| 43. Diaper change station - plastic                                        | 1.00 EA @ | 423.04 =   | 423.04  |

---

### Womens Bathroom  
**Height: 8’**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>44. Toilet partition - Detach &amp; reset</td>
<td>3.00 EA @</td>
<td>212.13 =</td>
<td>636.39</td>
</tr>
<tr>
<td>45. Clean toilet partition - per stall</td>
<td>3.00 EA @</td>
<td>25.93 =</td>
<td>77.79</td>
</tr>
<tr>
<td>46. Toilet - Detach &amp; reset</td>
<td>3.00 EA @</td>
<td>201.08 =</td>
<td>603.24</td>
</tr>
<tr>
<td>47. R&amp;R Flush valves</td>
<td>3.00 EA @</td>
<td>214.22 =</td>
<td>642.66</td>
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</table>

**REPLACE FLUSH VALVES ON 3 TOILETS**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>48. Toilet paper dispenser - Detach &amp; reset</td>
<td>3.00 EA @</td>
<td>24.31 =</td>
<td>72.93</td>
</tr>
</tbody>
</table>

2020-02-16-1459  
2/17/2020  
Page: 3
CONTINUED - Womens Bathroom

<table>
<thead>
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<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>49. Remove Toilet seat cover dispenser</td>
<td>3.00 EA @</td>
<td>23.98 =</td>
<td>71.94</td>
</tr>
<tr>
<td>50. Install Toilet seat cover dispenser</td>
<td>3.00 EA @</td>
<td>21.73 =</td>
<td>65.19</td>
</tr>
<tr>
<td>51. Sanitary bin - Detach &amp; reset</td>
<td>3.00 EA @</td>
<td>24.31 =</td>
<td>72.93</td>
</tr>
<tr>
<td>52. Handicap grab bar - Detach &amp; reset</td>
<td>2.00 EA @</td>
<td>25.29 =</td>
<td>50.58</td>
</tr>
<tr>
<td>53. R&amp;R Countertop - solid surface - Premium grade</td>
<td>16.88 SF @</td>
<td>88.15 =</td>
<td>1,487.97</td>
</tr>
<tr>
<td>54. Sink faucet - Detach &amp; reset</td>
<td>1.00 EA @</td>
<td>98.58 =</td>
<td>98.58</td>
</tr>
<tr>
<td>55. R&amp;R Sink - single</td>
<td>1.00 EA @</td>
<td>263.46 =</td>
<td>263.46</td>
</tr>
<tr>
<td>56. Sink - wall mounted - Detach &amp; reset</td>
<td>1.00 EA @</td>
<td>200.15 =</td>
<td>200.15</td>
</tr>
<tr>
<td>57. Remove Paper towel dispenser</td>
<td>2.00 EA @</td>
<td>13.93 =</td>
<td>27.86</td>
</tr>
<tr>
<td>58. Install Paper towel dispenser</td>
<td>2.00 EA @</td>
<td>16.30 =</td>
<td>32.60</td>
</tr>
<tr>
<td>59. Soap/hand sanitizer dispenser - Detach &amp; reset</td>
<td>2.00 EA @</td>
<td>22.99 =</td>
<td>45.98</td>
</tr>
<tr>
<td>60. R&amp;R Mirror - framed</td>
<td>25.75 SF @</td>
<td>20.16 =</td>
<td>519.13</td>
</tr>
<tr>
<td>TWO MIRRORS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61. Air freshener - Detach &amp; reset</td>
<td>1.00 EA @</td>
<td>10.11 =</td>
<td>10.11</td>
</tr>
<tr>
<td>62. Light fixture - Detach &amp; reset - Ceiling</td>
<td>2.00 EA @</td>
<td>65.97 =</td>
<td>131.94</td>
</tr>
<tr>
<td>CEILING LIGHTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>63. Heat/AC register - Mechanically attached - Detach &amp; reset</td>
<td>1.00 EA @</td>
<td>12.93 =</td>
<td>12.93</td>
</tr>
<tr>
<td>64. Remove Diaper change station - plastic</td>
<td>1.00 EA @</td>
<td>55.74 =</td>
<td>55.74</td>
</tr>
<tr>
<td>65. Install Diaper change station - plastic</td>
<td>1.00 EA @</td>
<td>158.04 =</td>
<td>158.04</td>
</tr>
<tr>
<td>66. Remove Outlet</td>
<td>1.00 EA @</td>
<td>4.67 =</td>
<td>4.67</td>
</tr>
<tr>
<td>67. Remove Trim board - 1&quot; x 4&quot; - installed (pine)</td>
<td>51.67 LF @</td>
<td>0.37 =</td>
<td>19.12</td>
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<tr>
<td>68. Drywall patch / small repair, ready for paint</td>
<td>1.00 EA @</td>
<td>75.13 =</td>
<td>75.13</td>
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<tr>
<td>Ceiling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>69. Seal/prime then paint the ceiling (2 coats)</td>
<td>143.29 SF @</td>
<td>0.78 =</td>
<td>111.77</td>
</tr>
<tr>
<td>70. Light fixture</td>
<td>1.00 EA @</td>
<td>93.90 =</td>
<td>93.90</td>
</tr>
<tr>
<td>71. R&amp;R 110 volt copper wiring run and box - rough in only</td>
<td>1.00 EA @</td>
<td>51.27 =</td>
<td>51.27</td>
</tr>
<tr>
<td>72. Remove 1/2&quot; - drywall per LF - up to 4‘ tall</td>
<td>51.67 LF @</td>
<td>2.85 =</td>
<td>147.26</td>
</tr>
<tr>
<td>REPLACE LOWER DRYWALL WITH CEMENT BOARD FOR NEW TILE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>73. 1/2&quot; Cement board</td>
<td>206.67 SF @</td>
<td>2.77 =</td>
<td>572.48</td>
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<tr>
<td>74. Ceramic tile - bullnose - 2&quot; x 6&quot;</td>
<td>51.67 LF @</td>
<td>8.51 =</td>
<td>439.71</td>
</tr>
<tr>
<td>75. Ceramic/porcelain tile</td>
<td>180.83 SF @</td>
<td>9.98 =</td>
<td>1,804.68</td>
</tr>
<tr>
<td>WALL TILE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76. Glass tile</td>
<td>17.22 SF @</td>
<td>38.38 =</td>
<td>660.90</td>
</tr>
<tr>
<td>77. Floor prep (scrape loose residue)</td>
<td>143.29 SF @</td>
<td>1.56 =</td>
<td>223.53</td>
</tr>
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</table>
CONTINUED - Womens Bathroom

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>78. Tile floor covering</td>
<td>143.29 SF @</td>
<td>12.29 =</td>
<td>1,761.03</td>
</tr>
<tr>
<td>79. Grout sealer</td>
<td>349.96 SF @</td>
<td>0.77 =</td>
<td>269.47</td>
</tr>
<tr>
<td>SEAL WALL AND FLOOR TILE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80. Floor drain - cast iron (no-hub) - 2&quot; to 4&quot;</td>
<td>1.00 EA @</td>
<td>234.66 =</td>
<td>234.66</td>
</tr>
<tr>
<td>81. Paint door slab only - 2 coats (per side)</td>
<td>1.00 EA @</td>
<td>30.33 =</td>
<td>30.33</td>
</tr>
<tr>
<td>82. Paint door or window opening - 2 coats (per side)</td>
<td>1.00 EA @</td>
<td>25.36 =</td>
<td>25.36</td>
</tr>
<tr>
<td>83. Lavatory pipe cover</td>
<td>2.00 EA @</td>
<td>65.12 =</td>
<td>130.24</td>
</tr>
<tr>
<td>84. Outlet</td>
<td>2.00 EA @</td>
<td>12.98 =</td>
<td>25.96</td>
</tr>
<tr>
<td>85. R&amp;R Outlet or switch cover</td>
<td>1.00 EA @</td>
<td>3.10 =</td>
<td>3.10</td>
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</tbody>
</table>

Grand Total Areas:

- SF Walls: 805.33
- SF Floor: 267.35
- SF Ceiling: 267.35
- SY Flooring: 301.80
- LF Floor Perimeter: 100.67
- LF Ceiling. Perimeter: 100.67
- Interior Wall Area: 805.33
- Number of Squares: 0.00
- Total Perimeter Length: 0.00
- Total Ridge Length: 0.00
- Total Hip Length: 0.00
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<tr>
<td>Line Item Total</td>
<td>22,950.35</td>
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<tr>
<td>Material Sales Tax</td>
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<td>Subtotal</td>
<td>23,855.85</td>
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<td>Overhead</td>
<td>2,385.62</td>
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<tr>
<td>Profit</td>
<td>2,385.62</td>
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<tr>
<td><strong>Replacement Cost Value</strong></td>
<td><strong>$28,627.09</strong></td>
</tr>
<tr>
<td><strong>Net Claim</strong></td>
<td><strong>$28,627.09</strong></td>
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</tbody>
</table>

---

Signed by Jason Jones
Main Level

Womens Bathroom

Mens Bathroom

8' 6" 7' 10"
5' 1" 5' 1"
4' 7" 4' 7"
4' 7" 4' 7"
5' 8" 5' 8"
8' 4"
9'

14' 1" 13' 5"
12' 5" 13' 1"
13' 1"
10"
11" 7"
7"

12' 9" 12' 1"
13' 1"
12' 5"
5' 8"
4' 7"
5' 8"
6' 5"
7' 1"
Description

Men’s Bathroom Scope;

Remove two (2) urinals and one (1) Toilet Reinstall after tile installation.
Remove two (2) sinks and vanity counter top.
Replace countertop with new same configuration laminate material
Install 2 new sinks as equivalent to existing.
Remove and reinstall after tile installation ADA safety hand bars, Paper towel dispenser, Toilet paper dispenser, soap dispenser,
Remove Light and Mirror.
Replace mirror with new equivalent as existing
Remove and reinstall Stall partitions as existing configuration.
Repair drywall on ceiling and texture to match existing.
Repaint ceiling trim and door white semi-gloss.
Remove wood trim baseboard and dispose.
Remove all loose delaminated material on floor.
Apply bonding agent on walls and floor to adhere to form new solid substrate for tile to bond sufficiently.
Install white ceramic tile 42’ subway pattern with border @ 36”
Install plank tile to floor.
Grout all tile walls and floor with equivalent color to be chosen.
Install new drain expansion ring to floor drain.
Install sinks and toilets to all Existing locations.
Install ADA 2 sets lavatory Guard for pipes per code.
Install new baby changing station to wall location.
Install new light over partitioned toilet area matching existing light fixture.
Install new Privacy wall between urinals
Install 1 20 amp, 125 duplex receptacle replacing old receptacle outlet
Move receptacle over 12” to the left of paper towel dispenser to new location.
Relocate the paper towel dispenser
Remove two (3) Toilets and Reinstall after tile installation.
Remove two (2) sinks and vanity counter top.
Replace countertop with new same configuration laminate material
Install 2 new sinks as equivalent to existing.
Remove and reinstall after tile installation ADA safety hand bars, Paper towel dispenser, Toilet paper dispenser, soap dispenser, Paper seat dispenser, 3 sanitary receptacles, Air freshener, HVAC supply vent, Baby changing table.
Remove Light and Mirror.
Replace mirror with new equivalent as existing
Remove and reinstall Stall partitions as existing configuration.
Repair drywall on ceiling and texture to match existing.
Repaint ceiling trim and door white semi-gloss.
Remove wood trim baseboard and dispose.
Remove all loose delaminated material on floor.
Apply bonding agent on walls and floor to adhere to form new solid substrate for tile to bond sufficiently.
Install 42’ approx., tile with boarder from floor to wainscot.
Install wainscot from tile to ceiling.
Install white ceramic tile on walls 42’’ subway pattern with boarder @ 36’’
Install plank tile to floor.
Grout all tile walls and floor with equivalent color to be chosen.
Install new drain expansion ring to floor drain.
Install sinks and toilets to all Existing locations.
Install ADA 2 sets lavatory Guard for pipes per code.
Install new light over partitioned toilet area matching existing light fixture.
Install 1 20 amp, 125 duplex receptacle replacing old receptacle outlet

Price woman’s

$16,394.00
<table>
<thead>
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<th>Description</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Bill Payne/WCP Construction, Inc.

Total $31,979.00

Make all checks payable to 1BWCP CONSTRUCTION INC
If you have any questions concerning this invoice, contact Bill Payne | 813-426-2171 |
wcpconstruction@yahoo.com

Thank you for your business!
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>REMODEL MALE AND FEMALE POOL RESTROOMS</td>
<td>24,902.00</td>
</tr>
<tr>
<td>1. Remove and replace all plumbing fixtures &amp; valves with new.</td>
<td></td>
</tr>
<tr>
<td>2. Remove and replace all vanity tops with new laminate tops.</td>
<td></td>
</tr>
<tr>
<td>3. Remove areas of sheetrock to be tile, replace with cement board.</td>
<td></td>
</tr>
<tr>
<td>4. Install new tile &amp; grout to match existing baths.</td>
<td></td>
</tr>
<tr>
<td>5. Repair &amp; repaint all remaining sheetrock to match existing.</td>
<td></td>
</tr>
<tr>
<td>6. Remove &amp; replace with new all electrical openings.</td>
<td></td>
</tr>
<tr>
<td>7. Remove &amp; replace all light fixtures with new to match existing.</td>
<td></td>
</tr>
<tr>
<td>8. Install new mirrors and bathroom accessories as needed.</td>
<td></td>
</tr>
<tr>
<td>9. Remove &amp; reinstall all safety bars, clean and sealed.</td>
<td></td>
</tr>
<tr>
<td>10. Install new infant change tables as noted.</td>
<td></td>
</tr>
<tr>
<td>11. Remove &amp; reinstall reworked partition stall walls.</td>
<td></td>
</tr>
<tr>
<td>12. Prep &amp; refinish concrete floors with epoxy</td>
<td>1,456.00</td>
</tr>
<tr>
<td>TOTAL FOR ABOVE ITEMS</td>
<td>26,358.00</td>
</tr>
<tr>
<td>13. Tile floor upgrade to match existing.</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL WITH FLOOR TILE $26,358.00
MINUTES OF MEETING

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT WORKSHOP

The quarterly town hall workshop was held on January 9, 2020 at 6:30 pm at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present were:
Steve Lockom Board Supervisor, Vice Chairman
Ryan Wick Board Supervisor, Assistant Secretary
Michael Maurer Board Supervisor, Assistant Secretary
Also present were:
Margaret Alfonso Vesta Corporation
Doug Ivestor Vesta Corporation
Juan Nova Capital Landscape Management
Audience

Items of discussion included:

Current Status of the Seawall Repairs
Residents listing their houses on Air BNB
Proximity cards used by Air BNB guests
Pickleball courts
Basketball lights
Shell Cove Development
Suggestions on how to deal with Park Square
Status of an upland claim
Possibility of moving the main gate location.
No motions were taken.
The meeting adjourned at 7:54pm.
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 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 the Harbor Bay Community Development District was held on Thursday, February 20, 2020 at 6:00 p.m. at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Dan Leventry Board Supervisor, Chairman
Steve Lockom Board Supervisor, Vice Chairman
Paul Curley Board Supervisor, Assistant Secretary
Ryan Wick Board Supervisor, Assistant Secretary
Michael Maurer Board Supervisor, Assistant Secretary

Also present were:

Patricia Thibault District Manager, DPFG Management & Consulting, LLC.
Ken Joines District Manager, DPFG Management & Consulting, LLC.
Sarah Sandy District Counsel, Hopping Green & Sams
Greg Woodcock District Engineer, Cardno
Margaret Alfano General Manager, Vesta Property Services
Doug Ivester Operations Manager, Vesta Property Services
Roy Deary Vesta Property Services
Julie Cortina Vesta Property Services
Chris Gamache Cardno
Matt Davis Mills Paskert Divers Legal
Butch McGovern (joined in progress) Earth Tech Enterprises
Representatives of Ovidiu Pop-Buia Smart Communication Systems, LLC

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.

Ms. Thibault invited those who wished, to rise, and state the Pledge of Allegiance.

Second Order of Business – Audience Comments on Agenda Items

A resident commented on patches of dying and dead Bermuda grass throughout the community, particularly in the common areas. The resident also noted weeds and crabgrass throughout, and observed that nighttime irrigation was no longer occurring with the new landscape company. The resident also raised concerns about piles of trimmings. The resident also stated that MiraBay and Seacrest ponds appeared to contain litter and lacked maintenance.

A resident distributed informational materials about proper palm maintenance from the University of Florida to the Board, and questioned the landscape management’s knowledge base after observing what was seen as improper palm frond cutback and removal of green fronds from community robellini palms.
A resident reiterated concerns about Medjool palm removal, chemical edging, regular mowing, insect infestation, overuse of blowers by the tennis courts leading to soil erosion, and weed control.

THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Audience Comment Follow-Up Sheet

There was no discussion on this item.

FOURTH ORDER OF BUSINESS – Business Items

A. Seawall Update

Ms. Sandy introduced Mr. McGovern to the Board as a representative of Earth Tech.

➤ Exhibit 2: Seawall Contract – Consent to Assignment of and Addendum to Agreement

Ms. Sandy advised that parties had agreed to execute the assignment of FSG’s contract to Earth Tech Enterprises, and that this item was for the additional consent of the District to this assignment. FSG was to remain involved in the project, and the District would be notified of any substantial change to FSG’s role.

Ms. Sandy stated that the surety had confirmed bond issuance, pending assignment receipt. Ms. Sandy also stated that Mr. Collazo was currently working with the insurance company and Earth Tech for COIs related to emergency repairs.

Mr. McGovern acknowledged the extended time taken to reach the agreement, citing negotiations with the surety company as a reason. Mr. McGovern explained that Earth Tech largely self-performed and rarely subcontracted, but that FSG retained involvement in the project, due to FSG’s prior relationship working with the Developer and the Board. Mr. McGovern also stated that a repair schedule would be provided once the contract had been entered, estimating a 19 month timeline.

Mr. Lockom expressed appreciation for Mr. McGovern’s receptiveness, and complimented working with Ms. Sandy and Mr. Collazo.

Mr. Curley asked about the share of responsibilities between FSG and Earth Tech following the agreement. Mr. McGovern stated that Earth Tech would handle administrative management and financial matters of the contract, additionally supplying crews, barges, equipment, and a principal to handle resident communication; and that FSG would supplement with on-site labor, supervision, and safety. Mr. Curley asked about Earth Tech’s experience. Mr. McGovern stated that Earth Tech was established in 2000, and had experience working with heavy civil construction projects and marine businesses. Mr. McGovern also noted a similar seawall project that Earth Tech had completed for a Fort Myers community.

Mr. Curley asked Counsel how the priority of seawall sections to work on was defined, particularly if disagreements should arise. Ms. Sandy advised that the District would work in conjunction with Cardno and Earth Tech to determine the sectional priority. Mr. McGovern advised that Earth Tech would not receive percentage payment until a proportionate amount of the seawall is completed.

Mr. McGovern also stated that he anticipated that areas of the community without houses, namely Section 3, would have seawall construction completed more quickly, as construction crews would be able to work upland. Mr. Lockom suggested that the second crew alternate work between Sections 2 and 3 as deemed fit, and that the main crew be stationed working within Section 1. Mr. McGovern stated that this would be feasible, as all necessary equipment would already be on-site. Mr. Maurer concurred with Mr. Lockom’s comments.
Mr. Wick and Mr. Leventry each thanked Mr. McGovern and Earth Tech for their professionalism and willingness to work.

➤ Exhibit 3: Discussion of Emergency Repairs for Effected Lots with Priority “E”

Ms. Sandy stated that the contract had been negotiated directly with Earth Tech Enterprises in accordance with the Board’s established stipulations, following the previous Board meeting, and that the contract was attached in the Consent Agenda. Ms. Sandy stated that Earth Tech had ordered the necessary sheet piling, which Mr. McGovern affirmed would be delivered on February 21. Mr. McGovern also stated that Earth Tech would likely order an additional 5,000 linear feet of sheet piling, to avoid delays. Mr. Leventry requested an update for the Board in 60 days on repair progress, in addition to progress on remaining walls throughout the community.

On a motion by Mr. Leventry, seconded by Mr. Maurer, with all in favor, the Board approved the consent to assignment and addendum to the contract agreement with Earth Tech, for the Harbor Bay Community Development District.

➤ Exhibit 4: Seawall Easement Encroachment

Ms. Sandy gave an overview of communications with Mr. Pop-Buia, president of Smart Communications, regarding the builders’ encroachment on to the District’s seawall easement. In response to the District’s cease and desist letter, Mr. Pop-Buia referenced MARC guidelines, which Ms. Sandy informed the Board was non-binding and did not supersede the recorded District easement. Ms. Sandy stated that she was in contact with Park Square regarding informing builders and revising MARC guidelines, both of which were in progress.

Ms. Sandy stated that Mr. Pop-Buia had provided estimated costs for the removal of the retaining wall, at $20,000, and had asked whether the District would entertain an encroachment agreement for already-developed lots, with developer compliance for future construction.

Mr. Leventry stated that his concerns with the encroachment remained with the effect on the seawall’s condition, due to the weight distribution changes from close development. Mr. Woodcock advised that the difference’s effect was negligible, with 2% given as an estimated figure. Mr. Leventry noted some additional concerns with damage and pressure that may have arisen through digging.

Mr. Lockom stated that he had observed an inch of separation on the corner of the retaining wall, and questioned why the developer failed to support the base of the wall as a preventative measure.

Mr. Curley asked how signing the encroachment agreement could benefit the District. Mr. Curley stated that if the Board decided to pursue an encroachment agreement, the builder should cover the District’s legal and engineering fees associated with the builders encroachment onto the District’s easement. Mr. Wick agreed and expressed a concern that any agreement might set a precedent for future developers encroaching upon easements.

Mr. Leventry questioned the benefit of the agreement to the community, considering that actions to be taken with the construction of another retaining wall may have the possibility of causing further damage. Mr. Gamache opined that he did not believe that moving the wall would matter from a CDD infrastructure perspective.
Mr. Leventry stated that he was in agreement with both the engineering and legal recommendation to not move the wall, that the developer should be held responsible for any damage to the seawall attributed to the easement violations, and that the developer should reimburse the District for engineering and legal fees associated.

Mr. Wick disagreed with Mr. Leventry’s position against moving the wall, reiterating concerns about setting a precedent for future encroachments by developers. Mr. Leventry stated that the notice the District had provided through the cease and desist set a precedent for future developers in clearly outlining community standards and how they may be held accountable. Mr. Wick reiterated that he was not interested in such an agreement as what was suggested.

Mr. Lockom stated that a $5,000 penalty to recoup legal and engineering fees would suitably send a message to the developer, and additionally observed that this penalty would be a cost-saving agreement for the developer. Mr. Lockom suggested that the agreement include a stipulation for potential breaches during emergency seawall repair, where the District would not be held responsible for any resulting upland damages.

Mr. Maurer agreed with Mr. Lockom’s comments regarding responsibility, and expressed concerns about signing a contract that had the potential to be taken back to court. Mr. Maurer agreed with previous comments from Mr. Curley, opining that not being tied to a contract would be a better situation for the District.

Mr. Lockom made a motion for the seawall easement encroachment agreement, outlining the specific items for inclusion.

During the motion’s discussion, Mr. Wick asked for clarification as to whether the motion was per instance. Mr. Lockom stated only one wall had been built within the 5 foot easement and that the Agreement would state the other walls would not be allowed to encroach onto the District’s easement.

During the motion’s discussion, Mr. Wick asked for District Counsel to advise as to the benefits of the District entering into such an agreement. Ms. Sandy stated that the benefits included the developer repaying some of the District’s costs, the developer being made aware of and responsible for damages in writing, and a sense of time limitation for developer action being put into place. Mr. Wick additionally asked District Counsel whether she foresaw any harmful precedent being set by the District entering into this agreement, in dealing with current and future developers for the community. Ms. Sandy stated that the continued notice for developers on canal lots set a strong argument against precedent being set.

On a motion by Mr. Lockom, seconded by Mr. Leventry, with Mr. Lockom, Mr. Leventry, and Mr. Curley voting “AYE”, and Mr. Wick and Mr. Maurer voting “NAY”, the Board approved the signing of a settlement agreement with Smart Communication Systems for the lot at 611 Pinckney Drive involving seawall easement encroachment; where the developer will reimburse $5,000 to the District; where the developer will be held responsible for any damages to the seawall resulting from the lot’s development; and where during and up until completion of District repair operations, should seawall breaches caused by the developers’ encroachment into the District’s easement, the District would not be held responsible for any resultant upland damages, for the Harbor Bay Community Development District.

B. Landscape Professionals – CLM

Mr. Ivester stated that he had been collaborating with Mr. Nova in addressing the issues. Mr. Ivester stated that a fertilization program was in place, starting February, as part of a timeline for weed treatment. Mr. Ivester speculated that weed growth may have expanded as a direct result of...
his requests for landscape management to limit use of herbicide treatment, and stated that herbicides would be used more in the future for spot treatment. Mr. Ivester noted that robellini palm cutbacks were performed due to public safety and maintenance of adjacent pedestrian right-of-ways, rather than for tree health.

C. Exhibit 5: Upland Claims

Mr. Davis stated that the independent engineer had advised that one of the contractor’s estimates had been factoring in the wrong type of structural support, and needed to be resolved for a number of properties prior to the Board considering a settlement offer. These properties were Kilcoyne at 5715 Tortoise Place, Davis at 5721 Tortoise Place, Lucas at 5613 Skimmer Drive, Parry at 5617 Seagrass Place, and Caskey at 5606 Skimmer Drive. Mr. Davis suggested moving discussion and approval of these properties’ claims over to the next meeting, as an additional number of claims would be ready by then.

Mr. Davis additionally recommended that the Board discuss a proposed letter for future builders, developers, and homeowners discussing easement guidelines, as a reminder for builders to verify that upland construction stays clear of the easement per the associated plat and permits, and that structural pressures on the seawall are avoided. Discussion ensued.

Mr. Curley requested that the easement backgrounder and guidelines be included in the new resident packet for the community.

- Do – 411 Islebay Drive - $16,325.00

On a motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board approved the settlement agreement claim for the Do property at 411 Islebay Drive, in the amount of $16,325.00, for the Harbor Bay Community Development District.

- LaFon – 434 Islebay Drive - $23,300.00

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board approved the settlement agreement claim for the LaFon property at 434 Islebay Drive, in the amount of $23,300.00, for the Harbor Bay Community Development District.

- Cantrell – 436 Islebay Drive - $25,688.00

On a motion by Mr. Wick, seconded by Mr. Lockom, with all in favor, the Board approved the settlement agreement claim for the Cantrell property at 436 Islebay Drive, in the amount of $25,688.00, for the Harbor Bay Community Development District.

- Nichols – 445 Islebay Drive - $17,200.00

On a motion by Mr. Wick, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Nichols property at 445 Islebay Drive, in the amount of $17,200.00, for the Harbor Bay Community Development District.

- Katz – 529 Islebay Drive - $24,830.00

On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Katz property at 529 Islebay Drive, in the amount of $24,830.00, for the Harbor Bay Community Development District.
Mr. Davis presented an upland claim for a property at the address 534 Islebay Drive, with a recommended repair cost of $13,750.00. Mr. Lockom stated that he had concerns with this claim, in addition to the subsequent upland claim for a property at the address 536 Islebay Drive, with a recommended repair cost of $13,800.00. Mr. Lockom recommended that claims with these properties be deferred for a month, as counsel was still negotiating with the respective property owners.

Mr. Davis stated that the Kilcoyne property at 5715 Tortoise Place was to be tabled to the next meeting.

- **Maysles – 5728 Tortoise Place - $19,700.00**

<table>
<thead>
<tr>
<th>On a motion by Mr. Wick, seconded by Mr. Lockom, with all in favor, the Board approved the settlement agreement claim for the Maysles property at 5728 Tortoise Place, in the amount of $19,700.00, for the Harbor Bay Community Development District.</th>
</tr>
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</table>

- **Cassano – 711 Islebay Drive - $22,806.00**

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<tr>
<th>On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Cassano property at 711 Islebay Drive, in the amount of $22,806.00, for the Harbor Bay Community Development District.</th>
</tr>
</thead>
</table>

- **Davis – 5725 Tortoise Place - $17,200.00**

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<tr>
<th>On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Davis property at 5725 Tortoise Place, in the amount of $17,200.00, for the Harbor Bay Community Development District.</th>
</tr>
</thead>
</table>

Mr. Davis stated that the Lucas property at 5613 Skimmer Drive was to be tabled to the next meeting.

- **Lubelski – 5723 Sea Turtle Place - $19,188.00**

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<tr>
<th>On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Lubelski property at 5723 Sea Turtle Place, in the amount of $19,188.00, for the Harbor Bay Community Development District.</th>
</tr>
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</table>

- **Hess – 617 Balibay Road - $20,950.00**

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<tr>
<th>On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Hess property at 617 Balibay Road, in the amount of $20,950.00, for the Harbor Bay Community Development District.</th>
</tr>
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</table>

- **Lawrence – 625 Balibay Road - $20,950.00**

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<tr>
<th>On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Lawrence property at 625 Balibay Road, in the amount of $20,950.00, for the Harbor Bay Community Development District.</th>
</tr>
</thead>
</table>

Mr. Davis stated that the Parry property at 5617 Seagrass Place was to be tabled to the next meeting.
On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Golden property at 829 Islebay Drive, in the amount of $15,950.00, for the Harbor Bay Community Development District.

On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the settlement agreement claim for the Preston property at 5704 Sea Trout Place, in the amount of $19,700.00, for the Harbor Bay Community Development District.

Mr. Davis stated that the Caskey property at 5606 Skimmer Drive was to be tabled to the next meeting.

Mr. Wick asked whether the costs of the tabled upland claims with the inaccurate estimates would be more expensive than originally stated. Mr. Davis stated that the price depended on the footer on the walls.

Mr. Leventry stated that he believed that the upland claims would be completed by the following month.

Mr. Leventry asked Mr. Davis to discuss the changes to the agreement. Mr. Davis stated that the changes came from residents raising concerns that the release language for future claims was overly broad. Mr. Davis gave an overview of the changes, noting that he believed the updated release language protected the District, and that it preserved the homeowner’s rights related to the new seawall to be installed. Mr. Davis recommended that the agreement be adopted as the master settlement agreement, to be used for upland claims, and recommended that the Board reach out to those who had not signed the original settlement agreement, giving them the opportunity to sign the revised agreement. Mr. Davis noted that some may need to be reauthorized, because the District’s original offer had expired. Mr. Davis suggested that the Board grant a one-time amnesty policy for these cases of claimants who had not signed the initial settlement agreement, reauthorizing them to have the ability to sign the new master settlement agreement with the original monetary settlement offer approved by the Board.

Mr. Leventry disagreed with the suggestion to reach back out to the homeowners who had let the offer expire, stating that they were ultimately responsible for not having signed.

Mr. Lockom stated that if the one-time amnesty policy is granted to the homeowners who had not signed the initial agreement, then the payment should match the initial estimated amount, regardless of whether the costs for repairs had risen or otherwise changed since the original agreement.

Mr. Curley concurred with Mr. Lockom. Mr. Curley raised a question regarding whether the liability of the District increased with the changes to the settlement agreement’s language. Mr. Davis stated that this was not the case, as it obtained a release with the same scope as the previous agreement. Mr. Curley also asked what the protocol would be if a resident who had signed the original agreement asked to sign the new agreement. Mr. Davis suggested that a specific amendment document could be drafted for said residents to sign in lieu of having to void the old agreement to sign and enact the new agreement.

Mr. Wick stated that the process of distributing the letters would require minimal effort and about $100, and recommended doing so.
Ms. Sandy advised that the Board follow through with making a motion for the updated language, as well as providing the offer to sign.

Mr. Leventry made a motion to approve the new language for the master settlement agreement, and to distribute letters for remaining parties to sign.

During the motion’s discussion, Mr. Lockom listed out the eight parties that had expired initial settlement agreements, being the Blauser property at 528 Islebay Drive, the McKelligott property at 433 Mirabay Boulevard, the Dolsen property at 5619 Skimmer Drive, the Nargi property at 5632 Skimmer Drive, the Williams property at 439 Mirabay Boulevard, the Nicholson property at 432 Islebay Drive, the Law property at 5720 Sea Turtle Place, and the Warner property at 611 Islebay Drive.

On a motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board approved the new language in the master settlement agreement and authorized sending the updated settlement agreements at the previously authorized amounts to the eight parties that had expired initial settlement agreements, for the Harbor Bay Community Development District.

### D. Major Project Updates

- **Exhibit 6: Cardno Project Tracker**

  Mr. Woodcock and Mr. Gamache noted that a number of projects had been transferred over from the Cardno Project Tracker to the Vesta Project Tracker, namely the restrooms and the paver projects.

  Mr. Maurer requested an update on where Cardno and Hillsborough County stood on signage. Mr. Woodcock stated that the District contract was with Hecker, and that Brian Hecker was to take inventory for signage and condition, to be completed in the following week. Mr. Maurer recommended more direct work with the County after Hecker’s report was furnished to the County.

  Mr. Leventry requested that the tracker incorporate “completed” and “not completed” verbiage rather than the past date system, to mitigate confusion. Mr. Lockom stated that the Board had previously requested for the Cardno project tracker to retain the details in question.

  Mr. Lockom informed the Board that Cardno had gotten in touch with Mr. Flick, a traffic engineer for Hillsborough County’s Public Works Division, and had gotten figures of 20 or 25 miles per hour for the community speed limit. Ms. Sandy advised that the County was asking whether the Board had a preference for either speed limit.

On a motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board moved to advise the County that it preferred for the community speed limit to be set at 25 miles per hour, for the Harbor Bay Community Development District.

Following the motion, Mr. Lockom asked a number of questions about the timeline of acquiring and installing updated speed limit signs. Mr. Woodcock stated that they would work with Vesta to get the signs and install them once final approval was received from the county. Ms. Sandy stated that the TJCA would go into the County’s consent agenda for their meeting on April 1. Ms. Sandy additionally recommended that the District wait on acquiring the 25 mile per hour signs until the loop between the District’s TCJA contact and Hillsborough County Public Works was closed.
Mr. Maurer stated that the project tracker did not include any status update on shades in the park on Wolf Branch Creek. Mr. Woodcock stated that a meeting with Hillsborough County was scheduled for March 28, where permits for shade structures would be discussed.

Mr. Curley noted that the seawall permit was scheduled to expire on October 2020, and asked what Cardno needed to do. Mr. Gamache stated that Cardno’s environmental specialists were currently working on putting the permit requirements together, and that these should be ready by the next Board meeting. Mr. Woodcock additionally advised that the seawall permit was scheduled to expire in October 2020, and that the June 2020 date was when Cardno expected to have the new application approved.

Mr. Curley addressed Vesta with a number of suggestions of items for inclusion in their own project tracker. Namely, Mr. Curley requested landscape installed by the two planters near the bridge, pool bathrooms, pond fountain replacement, an update to the open house policy, the pond maintenance proposal that Mr. Maurer had previously mentioned, the AIG litigation fee recovery, the canal signage that was previously mentioned by Mr. Maurer, the parking policy, which Ms. Sandy stated that she would cover, and the thumb drive for Supervisors, with past agenda packages, to be handled by DPFG. Ms. Thibault advised that a Sharefile link could be provided to grant Supervisors access to past archived agenda packages as needed.

Mr. Maurer noted issues with the transfer of records from the District’s previous management, stating that records from 2014 were missing and that there were errors on the headers for financial records, indicating an incorrect District name under their management.

E. Exhibit 7: Consideration & Adoption of Resolution 2020-08, General Election for November 2020

Mr. Leventry noted that up for election were Seats #4 (Mr. Curley), and #5 (Mr. Lockom).

Mr. Curley asked what were the historical costs of a general election that were charged to the District. Mr. Leventry stated that compensation of Board members was the sole item, and Ms. Sandy added that billing from Hillsborough County had never occurred.

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board adopted Resolution 2020-08, noticing the General Election for November 2020, for the Harbor Bay Community Development District.

F. Exhibit 8: Consideration & Adoption of Resolution 2020-09, Repealing Resolution 2019-01 and Authorizing the Disbursement of Funds Without Prior Approval of the District’s Board of Supervisors

Ms. Sandy stated that this was a similar resolution to 2019-01, with an additional change to allow for non-continuing expenses in a not to exceed amount of $2,500.00, for the General Manager, in this case Ms. Alfano. Ms. Sandy noted that authorizing onsite staff to approve lower expenses had previously been discussed by the Board.

Mr. Curley noted Section 2B-iii, with regards to the requirements for what would qualify as a non-continuing expense, and suggested the addition of a clause substantially to the effect that “where, in the judgement of the Chair and the District Manager, it would be risky to delay action until the next Board Meeting”.

Mr. Leventry made a motion to adopt the Resolution, requesting that District Counsel massage in the additional language requested by Mr. Curley. During the motion’s discussion, Mr. Wick
asked Ms. Alfano whether the change to the resolution satisfied her needs as General Manager, which she affirmed.

On a motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board adopted Resolution 2020-09, Repealing Resolution 2019-01 and Authorizing the Disbursement of Funds Without Prior Approval of the District’s Board of Supervisors, with the recommended addition to Section 2B with District Counsel input, for the Harbor Bay Community Development District.

G. Exhibit 9: Consideration of Campus Suite Website Proposal

- Termination Letter to ADA Site Compliance

Ms. Sandy stated that the letter had been sent to ADA Site Compliance. Ms. Sandy stated that the vendor in subsequent communications appeared willing to release the District from the contract, and informed the Board that there would be no further fees to the District beyond the $3,900 site-building fee, as the vendor had failed to remediate any of the District’s PDFs. Ms. Sandy noted that the new web platform vendor, Campus Suite, allowed for 1,500 initial pages of remediation, with a subsequent $0.98 per page, which was a savings compared to ADA Site Compliance’s fee of $2.90 per page.

Mr. Curley asked about ADA compliance for the District’s website. Ms. Sandy advised that, per ADA Site Compliance, the website was ADA compliant, but that the PDFs hosted on the site were not compliant.

Mr. Wick asked about potential liability from the vendor altering PDF records in the ADA compliance conversion process. Ms. Sandy stated that the website was not intended to be used as a recordkeeping database, and that DPFG would keep the original files archived.

Mr. Curley stated that he felt that the indemnification clause was limited in how it accounted for willful negligence on the part of the vendor, particularly with regards to failure to meet ADA compliance, and questioned whether District Counsel was comfortable with the clause. Ms. Sandy noted that ADA Site Compliance’s language on indemnification was more limited than the other companies offering similar services. Mr. Curley requested that approval of the contract be subject to Counsel confirming that its indemnification clause adequately protects the District, such that the vendor holds responsibility for violations of ADA compliance that they are responsible for. Ms. Sandy asked for clarification as to whether Mr. Curley wanted protection from willful negligence or general negligence. Ms. Sandy additionally clarified that the District was requesting and relying on the vendor for ADA compliance remediation, and that they would cover the District if they did not comply.

Mr. Leventry asked for clarification on whether the page count for ADA remediation was 1,500 or 750. Ms. Thibault clarified that 1,500 pages of ADA remediation were included with the initial website file migration, and that 750 additional pages were included for each year, with the $0.90 charge per page applying to any remediation beyond what was included.

On a motion by Mr. Wick, seconded by Mr. Curley, with all in favor, the Board approved the Campus Suite Website Proposal, in the amount of $3,135.00, subject to prepared contract from District Counsel, for the Harbor Bay Community Development District.

(The meeting was called into recess at 8:03 p.m. and reconvened at 8:06 p.m.)
Mr. Leventry asked whether the District had the ability to create PDFs that were already ADA compliant, removing the need for remediation. Mr. Wick stated that this was possible if the District stayed within a template for documents, but noted that including elements such as tables and images would increase the risk for noncompliance. Mr. Lockom additionally noted that documents that the District receives from vendors frequently include such elements.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

- Discussion of Tree Root Cutting

  Ms. Sandy advised that the District should not perform the maintenance, as the root had crossed over the property lines, indicating that the neighbor could perform the root maintenance themselves.

- Daxko Update

  Ms. Sandy advised that a settlement agreement had been reached under the terms that the District had previously agreed to, and that Vesta would continue to have access of Daxko’s database and system until April 1.

  Mr. Leventry asked about the degree of access, particularly with regards to residential card usage. Ms. Alfano stated that the system had been reactivated and advised on back billing and tax forms. Mr. Curley questioned the agreements, specifically in Section 3 where the Client was to waive “claims to any allegations of breach, except public records”, and stated that he felt it was inconsistent with what was originally recommended. Ms. Sandy stated that she would review, as Mr. Eckert from Hopping Green & Sams was the counsel responsible for negotiating the contract.

  Mr. Leventry asked Ms. Alfano whether she was at a satisfactory place with regards to billing and tax records, which Ms. Alfano affirmed.

- Traffic Control Jurisdiction Agreement with County

  Ms. Sandy stated that they had come to an agreement with the County on a draft, and that the County Sheriff and other departments had signed off on the County’s internal checkoffs. Ms. Sandy informed the Board that she would work with the Chair to get the agreement executed, with the speed limit piece planned for inclusion on the County Commissioners’ consent agenda for April.

B. District Engineer

- Exhibit 10: Discussion of Mangrove Trimming

  Mr. Woodcock informed the Board of resident correspondence requesting mangrove trimming in front of their property, and noted that there was no precedent for the District paying for residents’ mangrove trimming, further adding that District Counsel had recommended against trimming mangroves outside of District property.

  Mr. Leventry noted that the mangroves in question were on Park Square’s property, and questioned how to get Park Square to execute required maintenance. Ms. Thibault stated that Mr. Lee from Park Square had not responded to either of her emails reaching out.

  Mr. Leventry requested that a letter be sent to Park Square.

  Mr. Lockom noted that the District had no jurisdiction over Park Square. Mr. Curley and Mr. Leventry noted that Park Square frequently sought to convey property to the District.

  Ms. Sandy added that this was part of ongoing communication with Park Square, where
Park Square was attempting to convey land to the District, with the District refusing to accept land outside of specified conditions. Mr. Lockom expressed concerns and recommended that the homeowner reach out to Park Square, and that the District not overstep their bounds. Mr. Lockom also noted other issues with getting conveyances done, with a roundabout and a number of lots.

Mr. Curley recommended communicating with Park Square about mangrove trimming, noting work that the District had previously done to improve the clubhouse courtyard appearance following Park Square communications.

Mr. Wick questioned whether the mangroves’ proximity to the wall might factor into Park Square’s lack of action. Mr. Lockom opined that the mangroves would not cause any issues with the wall.

Mr. Lockom reiterated concerns regarding pushing Park Square on the mangrove trimming, as he felt that advocating for residents with Park Square’s property would complicate matters. Mr. Leventry disagreed, opining that this was an example of advocating for the community as a whole. Mr. Leventry also stated that the mangrove growth would be a compounding problem over time.

Ms. Thibault asked for clarification as to what was the Board’s recommended action to take. Ms. Sandy advised that the District maintained a list of Park Square issues, and that the mangrove trimming could be added.

Exhibit 11: Discussion of Former Test Site Remediation

Mr. Woodcock gave an overview of the three former test sites, two being for wall testing and one for rip rap. Mr. Woodcock stated that there were no structural issues, but that there were potential safety hazards as a number of residents use the top of the seawall as a walking surface, and that the Board could choose to address this if so desired. Mr. Woodcock noted that three inclinometers had been installed during active testing and remained installed on the lot at 5607 Seagrass Place, and recommended their removal to the Board, as all other inclinometers had been removed. Mr. Woodcock additionally noted that, while the lot was not under District ownership, the inclinometers were within the easement and had been installed by the District. Ms. Sandy advised that the entry into the lot would be permitted for the purpose of removal.

Mr. Lockom stated that he had been in contact with the owner of the 5607 Seagrass Place lot, noting that the owner had not yet built on the lot. Mr. Lockom suggested the installation of a concrete cap, and that the Board acquire an estimate on what a cap mirroring the concrete cap already installed on 5701 Tybee Island Drive, the location of the other wall test site, would cost. Mr. Lockom also noted that the rip rap test section on 716 and 718 Pinckney Drive was currently covered in mangroves, and advised the Board that any cap extension would require mangroves to be cut down.

Mr. Leventry stated that the main lot of concern was 5607 Seagrass Place, as the owner had sent photos to the Board documenting its condition. Mr. Lockom reiterated his recommendation that the District acquire an estimate, and Mr. Woodcock recommended for Earth Tech to provide the estimate.

Mr. Maurer stated that the rip rap testing site would need to have the mangroves removed during upgrades. Mr. Lockom advised that the area would not be receiving the seawall upgrades as it was structurally sound, and Ms. Sandy added that this assessment was per Cardno’s review.
Mr. Curley noted the previous contract with Newland and asked whether any part of the agreement specifically mandated remediation with the test sites, which Ms. Sandy stated that she would review. Mr. Curley questioned why action would be taken for all three test sites. Mr. Lockom recommended that action be taken with 5607 Seagrass Place, at the District’s expense, and estimates for caps be acquired for the remaining test sites.

C. District Manager

There was no discussion on this item.

D. General Manager & Field Operations Manager

- **Exhibit 12: MiraBay Manager’s Report**

  Ms. Alfano noted positive comments from residents regarding the weekly e-blasts and added that the monthly newsletter with the *Tampa Bay Times* would continue as another means of communication to residents.

  Mr. Leventry requested that any landscaping actions that Mr. Ivester and CLM undertake outside of arborist guidelines would be reported as part of Turf Talk to keep residents apprised.

  Ms. Alfano stated that they would be working on using gate signage and Twitter for additional avenues for resident communication.

  Ms. Alfano thanked the Board for actions taken to restore Daxko access, and informed the Board that all required components for the Square system had been ordered, and was scheduled to arrive on February 26. Ms. Alfano stated that once the Square system becomes active, residents will not need to bring credit cards, as that information will be stored on the system. Ms. Alfano anticipated the system becoming active, with staff fully trained on its operation, by Spring Break week. Ms. Alfano additionally explained that the delay in financials was due to the impact of Daxko access.

  Ms. Alfano gave an overview of the general transition process. Ms. Alfano stated that individual managers had been running the staff training meetings, though she had been in charge of preparing the meeting agendas and training materials, and additionally participated in said meetings.

  Ms. Alfano stated that the Policy and Procedure Review, Significant Events Policies, and Capital Improvements were all to be included in the next CDD meeting. Ms. Alfano also stated that improvements to the café may also be included as they were in the works. Ms. Alfano informed the Board of a number of minor cosmetic changes to the café, to positive reception from residents.

  Ms. Alfano noted positive reception for the Wine and Chocolate event, and informed the audience of the Mardi Gras event, with additional seats remaining.

- **Exhibit 13: Field Operations Report**

  Mr. Ivester gave an overview of the visual grading sheet, explaining that assessment was from the standpoint of the whole community landscape. Mr. Ivester stated that ASO Item #2 had been stopped per Board direction. Mr. Ivester noted that wetland overgrowth had been completed by CLM at no extra cost. American Mulch was reported to have installed 1,010 cubic yards of mulch, with the additional 60 cubic yards being covered by the contractor. The next annual rotation was reportedly scheduled for the end of March, along with bed and plant fertilization.
Mr. Ivester gave an overview of ASO #5, requesting to install Christmas Palms where Bismarck palms had originally been installed.

Mr. Lockom advised that herbicidal treatments should be performed according to the contract, and to the extent that the rules for treatment allow for. Mr. Lockom also advised the audience that Mr. Ivester should be contacted for landscape issues, rather than posting issues on social media.

Mr. Curley requested a target date for optimal grass appearance and condition. Mr. Ivester stated that the fertilizer treatment would help with color, and the herbicide treatment would reduce weed growth, and anticipated improved color within a month and reduced weeds in 45 days. Mr. Curley also requested that the Board hold off on the ASO item until Mr. Maurer receives an update from Park Square regarding the pickleball courts. Mr. Curley additionally advised that landscape appearance following pruning and tiering has improved, noting a number of positive resident comments received.

Mr. Maurer advised residents that grass growth in the dormant season between January and February was naturally reduced, and that conditions would improve with the proposed plan.

Mr. Leventry advised that the contract should not be as stringently adhered to, as it was the letter of the law. Mr. Leventry additionally requested that the community work with Mr. Ivester and Ms. Alfano rather than posting issues on social media.

- Exhibit 14: Field Operations Grade Sheet
- Exhibit 15: Consideration of CLM Landscape Enhancement Proposal - $5,085.64

Mr. Curley questioned the urgency of the landscape enhancement, taking into account the funds needed for other improvements such as pickleball courts and café enhancements.

On a motion by Mr. Leventry, seconded by Mr. Wick, with Mr. Leventry, Mr. Wick, Mr. Lockom, and Mr. Maurer voting “AYE”, and Mr. Curley voting “NAY”, the Board approved the CLM Landscape Enhancement Proposal for the Harbor Bay Community Development District.

- Exhibit 16: General Transition Discussion

Mr. Deary gave an overview of Vesta’s planned mobile application and amenity-specific website. Mr. Deary noted the need for accessibility and ADA compliance with regards to both the website and the app, and informed the Board that the app would be a portal, and not have any functionality to create or store resident records. Mr. Deary recommended that the Board move forward with the app, as Vesta had previously experienced a positive rollout with another community.

Ms. Sandy stated that the app currently was not ADA compliant, and noted that certain exceptions to ADA compliance could be requested by the District if remediation is found to create an “undue burden” in terms of being cost-prohibitive. Ms. Sandy additionally noted that there was no precedent to define undue burdens as such for the District, and that it opened the District up to liability for non-compliance with the ADA. Ms. Sandy stated that if the District were to produce written findings noting undue burdens with ADA remediation, Vesta would be permitted to move forward with the app, with the stipulation that a plan of action be made for Vesta to find a solution within 12 months, else remove the ADA non-compliant app.

Mr. Leventry requested to view Vesta’s app that they had previously rolled out to the Durbin Crossing community. Mr. Deary advised that the app was publicly available for
download from the App Store, to view functionality. Mr. Deary added that he planned on showing the Board the planned website in the next meeting.

Mr. Wick asked for clarification from District Counsel as to the requirements for ADA compliance for non-required services. Ms. Sandy stated that any service that the District provides is required to be accessible. Mr. Leventry asked whether there was a state or federal regulatory statute regarding mobile apps. Ms. Sandy noted that the ADA had been enacted on the federal level in the 1990s, and as such did not account for mobile applications, but that the Department of Justice interprets the Act as it pertains to websites and applications.

Mr. Curley added that numerous suits have been filed across the country over noncompliance. Ms. Sandy clarified that she was aware of website-related suits for ADA noncompliance, but was not aware of any app-related suits for noncompliance. Mr. Curley expressed concerns about the risks involved with moving ahead with a noncompliant app. Mr. Leventry stated that performing due diligence and actively working towards an end goal of ADA compliance in a documented manner would mitigate risks involved.

Ms. Sandy asked for a timeline for Vesta acquiring quotes for an ADA compliant app, to determine the degree of costliness for implementation. Mr. Deary stated that he expected a better understanding in the next 6-8 weeks.

Mr. Leventry asked about the risks that the District would face with releasing an ADA non-compliant app. Ms. Sandy stated that lawsuits were possible, with associated legal fees being the main cost.

Mr. Wick questioned Vesta’s understanding of the ADA requirements, and opined that the app’s features were similar to a website. Mr. Deary noted that providing a mobile app to the community was within the scope of work specified within the Vesta contract. Ms. Alfano stated that a website would be useful as a place for accessing resident-specific requirements, and that the app would aid her efforts in residential communications through built-in push notifications.

Mr. Curley asked about the app’s usage among residents of Durbin Crossing beyond the stated installation numbers, as a means of determining its potential benefit and utility to the residents of the MiraBay community, prior to the District using funds for its creation. Mr. Deary stated that these statistics could be provided.

Mr. Leventry requested that this item be tabled until Vesta is able to provide a communication plan, as well as associated costs, and is able to resolve the legal issues.

Exhibit 17: VESTA Contract for Swim Attendants and Staffing

(Draft Addendum to be Distributed by District Counsel)

Mr. Deary presented the three options for staffing the water slide. The first option was described as staffing the slide per the safety plan requirements. The second option was described as staffing the zero entry portion in addition to the safety plan requirements for slide staffing. The third option was described as staffing providing the entire pool with coverage.

Ms. Sandy advised that Vesta proposed switching the programming staff involved to an hourly rate, and that additional information was needed, with a potential addendum to the Vesta contract for clarification. Ms. Sandy additionally advised that the Board move forward with the lifeguard staffing as recommended through the pool safety plan.
Mr. Lockom asked for clarification as to how Vesta planned on dealing with unavoidable delays such as the pool being rained out, with regards to their work with pool staffing. Mr. Deary stated that the staff member would be sent home and the District would not be charged. Mr. Lockom questioned whether that would lead to issues with reliable staffing if employees continued to be sent home. Mr. Lockom additionally anticipated issues with communication for unstaffed slide closures, and advised Ms. Alfano to be proactive with related communications to residents.

Mr. Wick asked how the schedule could be made more flexible, and suggested that staffing begin the week before Spring Break. Mr. Deary agreed about the need for maintaining flexibility, but requested to keep the current schedules in order to maximize time for the identified pool staff to go through proper onboarding procedures through Vesta. Mr. Deary additionally clarified that the dollar amounts included in the proposed schedules were intended to be not to exceed amounts, and that the amount of hours worked by pool staff, and the associated costs to the District, had the potential to be less than the estimates.

Mr. Leventry made a motion to approve the first Vesta contract option for swim attendance and staffing. During the motion’s discussion, Mr. Lockom asked whether the schedule extended through the end of the fiscal year, which Mr. Leventry affirmed. Mr. Leventry also noted that the schedule could be adjusted following the first month of operations with staff.

On a motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board approved a not to exceed cost of $41,111.00 for Proposal Option #1, only for the top and bottom of the slide which is mandated by law, for the Harbor Bay Community Development District.

Following the motion, Mr. Leventry raised a question about potentially implementing a waiver for waterslide use, releasing the District from liability. Mr. Woodcock advised that waivers were not allowed, and that a waiver system would be grounds for the Health Department to shut down pool operations if found during routine inspections.

The Board discussed discrepancies in staffing and related costs with the previous amenity management company the District had worked with. Mr. Deary expressed intent to pull together the staffing issues into written documents, which Mr. Leventry requested to have ready by the next meeting.

SIXTH ORDER OF BUSINESS – Consent Agenda Items / Business Administration

Mr. Curley noted that the Consent Agenda was missing an item for the January workshop meeting minutes. Mr. Lockom stated that he had assembled the meeting minutes for this workshop and sent them to Ms. Thibault. Ms. Thibault advised that approval of these minutes were not required as they were for a workshop meeting. Ms. Sandy advised that the District had previously approved all minutes, including workshop meeting minutes, as part of their Consent Agendas.

Mr. Curley noted that TECO expenditures had increased 12% in November compared to October and reached $23,000 for the month of January. Mr. Curley requested Staff to identify the drivers of this increase, and, if appropriate, take corrective action.

A. Exhibit 18: Consideration of Minutes of the Board of Supervisors Meeting Held on January 16, 2020

B. Exhibit 19: Consideration of Minutes of the Board of Supervisors Meeting Held on January 30, 2020
C. Exhibit 20: Consideration of Operations & Maintenance Expenditures Check Register for January 2020

Mr. Curley noted an expense in the amount of $49.00 appeared to be the result of an administrative error.

D. Exhibit 21: Consideration of Operations & Maintenance Expenditures Check Register for January 2020 – Reserve Fund

E. Exhibit 22: Consideration of Operations & Maintenance Expenditures Check Register for January 2020 – MiraBay Amenity Center

F. Exhibit 23: Consideration of Operations & Maintenance Expenditures Check Register for January 2020 – Evergreen Fund

G. Exhibit 24: Consideration of Operations & Maintenance Expenditures Check Register for January 2020 – Seawall Fund

H. Consideration of Master Project Requisitions #MP 184

I. Consideration of Supplemental Project Requisition (if any)

J. Exhibit 25: Dock and Boat Lift Approvals

K. Exhibit 26: Ratification of CLM Pine Removal Proposal - $1,000.00

Mr. Curley stated that he believed that the cost associated with this pine removal was about two to three times as much as previously spent on similar tree removals. Mr. Curley directed staff to research historical costs for tree removals to verify. Mr. Lockom recommended that staff additionally research past proposals from the previous vendor. Mr. Ivester advised that the tree’s proximity to power lines contributed to the increased proposal cost.

L. Exhibit 27: Ratification of Voids at Sea Wall and Pot Holes in Roadway Repair Proposal – Not to Exceed $400.00

M. Exhibit 28: Ratification of First Amendment to the WTS International Point of Sale Software Agreement

N. Exhibit 29: Ratification of WCP Construction Sidewalk Repairs Proposal - $1,600.00

O. Exhibit 30: Ratification of Agreement Between the Harbor Bay Community Development District and American Mulch & Groundcover, LLC, for the Installation of Landscape Mulch

Mr. Curley opined that the mulch agreement had received substantial changes, and should not have been presented to the Chair to sign. Specifically, Mr. Curley noted that the Board had previously agreed to a mulch depth of three inches, rather than the one inch specified in Exhibit A of the agreement.

Mr. Ivester stated that the 950 cubic yards of mulch was stated by American Mulch & Groundcover, LLC in a number of emails as being for a 1 to 1.5 inch overlay, additionally stating that they did not perform any removal of old mulch. Mr. Ivester speculated that the three inch specification was interpreted as a total amount of mulch for the end result following installation of a mulch overlay, rather than the amount of mulch to be supplied and installed by the
contractor. Ms. Sandy added that the vendor had raised objections regarding the removal of prior mulch as well as trenching.

Mr. Curley stated that his primary concern was with the substantial change to the agreement made between Board approval and signing from the Chair. Mr. Curley requested that if any changes should occur on the contracts’ final forms following Board approval, they should be brought back to the Board for review. Ms. Thibault advised that this was the purpose for their inclusion on the Consent Agendas.

P. Exhibit 31: Ratification of WCP Construction Concrete Change Order - $2,555.00
Q. Exhibit 32: Ratification of Hecker Construction Isle Bay Void Repair Proposal - $2,500.00
R. Exhibit 33: Ratification of Picnic Table Replacement Proposal - $808.73
S. Exhibit 34: Ratification of WCP Construction Concrete Repair Proposal - $6,039.70
T. Exhibit 35: Ratification of Master Seawall Project Design Build Change Order No. 1
U. Exhibit 36: Ratification of Earth Tech Enterprises, Inc. Emergency Repair Work Contract

On a motion by Mr. Lockom, seconded by Mr. Leventry, with Mr. Lockom, Mr. Leventry, Mr. Maurer, and Mr. Wick voting “AYE”, and Mr. Curley voting “NAY”, the Board approved all items of the Consent Agenda for the Harbor Bay Community Development District.

SEVENTH ORDER OF BUSINESS – Supervisor Requests

Mr. Wick noted that the Board had previously approved negotiating an agreement with Smart Communication Systems regarding a specific lot. Mr. Wick asked whether the future owner of the lot should be informed of the agreement when purchasing the property, and whether the agreement transferred, requesting that District Counsel take the future owner into consideration. Ms. Sandy advised that such agreements were typically transferred over with ownership of the property.

Mr. Wick requested clarification as to the ownership of the Bay Breeze gate, as he believed it was not on District property, despite continued maintenance costs and work.

Mr. Wick requested changes to processes, as he viewed processes to be a significant problem for the Board.

Mr. Wick requested that changes be made to the meeting agenda’s format per previous Supervisor requests, accounting for the “who, what, when, where, and why” for each agenda item. Mr. Leventry additionally noted that the Board had requested that each agenda item include the decision that the Board would need to make, if any.

Mr. Maurer asked whether the liaison assignments made by the previous Chair were still in effect. Mr. Lockom affirmed that he remained the District’s liaison with Park Square, and advised that Mr. Ivester was in charge of landscaping. Mr. Wick advised that the third liaison was responsible for communicating with the previous District management company, and was a role that was no longer necessary given the transition to a new management company.

Mr. Leventry requested that staff rehearse for a working screen, in preparation for future Board meetings.

Mr. Leventry observed improvements with resident communications, and requested that landscaping staff improve this in order to mitigate risks.
EIGHTH ORDER OF BUSINESS – Audience Comments

• An audience member spoke representing Smart Communications on behalf of the property on 611 Pinkney Drive, and asked a question regarding a potential revision to the CDD HOA documents’ cited distance between the seawall and the retaining wall. Mr. Leventry indicated the document was authored by the Mirabay Architectural Review Committee and the HOA was responsible for the documents in question. Discussion ensued, with input from the District Counsel.

• A resident asked a question regarding the process following the approval of their boat lift dock request included on the Consent Agenda. Mr. Woodcock advised that he would be sending out the letter of consent, additionally copying Hecker Marine Construction.

• The resident also asked about the pool staffing discussion, and whether it was in reference to safety or compliance issues. The Board stated that the staffing was in response to compliance issues based on regulations. The resident raised concerns about poolslide safety.

NINTH ORDER OF BUSINESS – Adjournment

Mr. Leventry informed the Board that he would not be present at the next meeting, and advised that Mr. Lockom would be presiding over the meeting.

On a motion by Mr. Leventry, seconded by Mr. Maurer, with all in favor, the Board, at 9:58 p.m., adjourned the meeting for the Harbor Bay Community Development District.
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HARBOR BAY CDD
RESERVE FUND CHECK REGISTER
FY2020

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**RESERVE FUND TOTAL**
EXHIBIT 30
## HARBOR BAY CDD

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**MIRA BAY FUND TOTAL**

23,670.23  99,272.31  37,556.38
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**Bank Balance**

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**MIRA BAY FUND TOTAL**

| 1/2/2020  | 11001 | Mira Bay Café | Sales Transaction 1,610.83 |
| 1/6/2020  | 11005 | Mira Bay Café | Sales Transaction 1,063.47 |
| 1/17/2020 | 4112002X | Tidelines, Inc | Funds Service - Jan 564.08 |
| 1/20/2020 | Mira Bay Café | Sales Transaction 369.94 |
| 1/21/2020 | Mira Bay Café | Clubhouse Rental 115.00 |
| 1/21/2020 | WTS International, Inc | Payroll 1/01/20-1/01/20 3,144.43 |
| 1/21/2020 | Mira Bay Café | Beverages Purchased 1/10/20 696,818.52 |
| 1/21/2020 | Mira Bay Café | Office Supplies 1,018.25 |
| 1/21/2020 | Mira Bay Café | Reimbursement to the over transfer that was done 215.14 |
| 1/21/2020 | Mira Bay Café | Sales Transaction 1,806.37 |
| 1/21/2020 | Mira Bay Café | Sales Transaction 99,019.86 |
| 1/22/2020 | Mira Bay Café | Sale Discount 99,019.86 |
| 1/23/2020 | Mira Bay Café | Sales Transaction 435.72 |
| 1/23/2020 | Florida Department of Revenue | December 2019 Sales Tax 1,007.73 |
| 1/23/2020 | Mira Bay Café | Sales Transaction 1,276.59 |
| 1/24/2020 | Bank United | Funds Transfer 1,500.00 |
| 1/24/2020 | Harbor Bay CDD | Transfer to Stabilization Card 94,724.44 |
| 1/27/2020 | Mira Bay Café | Sales Transaction 1,923.50 |
| 1/29/2020 | Mira Bay Café | Sales Transaction 97,153.65 |
| 2/1/2020  | 01362002T2 | Harbor Bay CDD | Transfer to GF 563.15 |
| 2/3/2020  | Mira Bay | Balance in Mira Bay Operating Account 15,530.52 |
| 2/3/2020  | Mira Bay Café | Sales Transaction 873.54 |
| 2/3/2020  | Mira Bay Café | Sales Transaction 113,180.06 |
| 2/13/2020 | Bank United | Service Charge 31.47 |
| 2/13/2020 | Bank United | Interest 9.05 |

**MIRA BAY FUND TOTAL**

| 3/3/2020 | 01020 | Dasco | Accounting operations 26,652.87 |
| 3/3/2020 | Mira Bay Café | Sales Transaction 974.62 |
| 3/3/2020 | Mira Bay Café | Sales Transaction 174.94 |
| 3/3/2020 | Mira Bay Café | Sales Transaction 112,733.08 |
| 3/3/2020 | Mira Bay Café | Sales Discount 112,733.08 |
| 4/24/2020 | LJ Taylor Distributing | Beverages 436.40 |
| 4/24/2020 | Southern Glaze's of FL | Beverage Purchases 1/01/20 224.35 |
| 4/24/2020 | Mira Bay Café | Sales Transaction 95.20 |
| 5/3/2020  | Mira Bay Café | Sales Transaction 83,144.71 |
| 5/6/2020  | Mira Bay Café | Sales Transaction 114,252.89 |
| 5/27/2020 | Mira Bay Café | Sales Transaction 114,252.89 |
| 6/10/2020 | Mira Bay Café | Sales Transaction 303.86 |
| 6/10/2020 | Mira Bay Café | Sales Transaction 3,004.38 |
| 11/3/2020 | Zetas | Cleaning Supplies 274.98 |

**HARBOR BAY MIRA BAY CHECK REGISTER FY2020**
## HARBOR BAY
### MIRA BAY CHECK REGISTER
#### FY2020

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**EVERGREEN FUND TOTAL**

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EXHIBIT 35
## HARBOR BAY CDD
### SEAWALL FUND CHECK REGISTER
#### FY2020

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**SEAWALL FUND TOTAL**

- 423.95
- 928,992.15
- 9,793.05

**HARBOR BAY CDD**

**SEAWALL FUND CHECK REGISTER**

**FY2020**
Hecker Construction Company has been serving over 40 years in the South Shore Community and around the Tampa Bay area, specializing in all phases of marine construction for commercial and residential properties. We are fully licensed, bonded and insured meeting all federal, state and maritime insurance requirements.

Hecker Construction Company covers south Hillsborough County and Manatee County, we are members of the South Shore Chamber of Commerce and Better Business Bureau, and are a fully licensed vendor for Hillsborough and Manatee Counties and the State of Florida.

Our expertise lies in the new construction and renovation of seawalls (concrete, wood, and vinyl), boat-lifts, rip-rap, boathouses, docks, decks, and boardwalks using only the highest quality materials to ensure out projects will stand the test of time.

Please be assured that Hecker Construction Company’s primary objectives are providing quality workmanship and excellent customer service and would appreciate the opportunity to serve you. Should you have any questions, please don’t hesitate to contact us.

Upon your request, we would be happy to provide you with a list of our most recent residential and/or commercial marine projects. For your convenience we also give free estimates.

Sincerely,

[Signature]

Brian Hecker
President

12619 US Highway 41 South, Gibsonton, FL 33534
Phone: (813)-236-9306  Fax: (813)236-9358
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

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 33756-6533

CONTACT NAME Danielle Aviles
PHONE No. Ext: 813-636-4000
FAX (IC, No): 813-281-1086
EMAIL daviles@hilbgroupp.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: American Alternative Insurance Corporation 19720
INSURER B: Owners Insurance Co. 32700
INSURER C: American Interstate Insurance Company 31895
INSURER D: State National Insurance Company, Inc. 12831

COVERAGES CERTIFICATE NUMBER: 1034461268

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.

INR/LTR TYPE OF INSURANCE ADDED WO/D POLICY NUMBER POLICY LIMITS
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR 1VA2OM10000035-02 5/28/2019 5/28/2020 EACH OCCURRENCE $1,000,000
B ATRIAL LIABILITY X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY 4985548100 5/28/2019 5/28/2020 COMBINES SINGLE LIMIT (EA accident) $1,000,000
C AUBRELLA LIAB EXCESS LIABILITY CLAIMS-MADE X OCCUR VA2UB10000035-02 5/28/2019 5/28/2020 EACH OCCURRENCE $6,000,000
D A1 Equipment Fleet Pollution V-14165-19 5/28/2019 5/28/2020 LIMIT $216,442 $2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKER'S COMPENSATION INSURANCE POLICY INCLUDES UNITED STATES LONGSHORE & HARBOUR WORKERS COMPENSATION ACT COVERAGE. P&I COVERAGE INCLUDES CREW MEMBERS FOR JONES ACT.

*ALL MARINE CONTRACTORS MUST HAVE THIS INSURANCE TO BE LEGAL!

CERTIFICATE HOLDER

CANCELLATION

BID PURPOSES ONLY USA

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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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW
OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): [ ] Dock [ ] Boat Lift OR [ ] Other (Specify here:__________________________). at the following location:

502 Harbor Dr. Apollo Beach, FL 33782

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 joethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

a) I have reviewed the Dock Plan and the rules and policies of the CDD.
b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.

c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District’s sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

Property Owner Signature: [Signature]
Property Owner Name: Dan Patrick
Date: 02/23/2020
Address: 502 Seabay Dr
City, State, Zip: Apollo Beach, FL 33572
Phone Number: 813-537-1796

Contractor Signature: [Signature]
Contractor Name: Hecker Construction
Date: 2/27/20
Address: P.O. Box 989
City, State, Zip: Ruskin, FL 33575
Phone Number: (813) 236-9304

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

[CONTINUED ON NEXT PAGE]
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: [Approved as submitted]

[ ] RECOMMEND DENIAL because

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on:

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

[ ] DENIED because
Proposed Boat Lift
Patrick Res.
#502 Islebay Dr.

Canal

12''

12''

All pilings to be 10'' dia. pvc wrapped (black)

Proposed boat lift

Existing Dock 30' Long

Existing Seawall
DOCK EASEMENT, COVENANTS AND RESTRICTIONS
FOR
LOT 1, BLOCK 29 OF MIRABAY PHASE 1B-1/2A-1/3B-1
PER PLAT BOOK 94, PAGE 41,
HILLSBOROUGH COUNTY, FLORIDA

THIS DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Document") is made, executed, granted, imposed and declared this 15th day of October, 2004, by TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership ("Terrabrook") to and in favor of the Owner (as that term is defined below) of the Lot described above.

BACKGROUND

The term “Benefitted Lot” shall mean and refer to the lot described above in the title of this Dock Easement Document. The term "Owner" shall mean and refer to the fee simple record owner of a lot. The term "Declarant" shall refer to Terrabrook and any "Successor Declarant" as that term is defined in the Amended and Restated Declaration of Covenants, Restrictions and Easements for Mirabay (the "Declaration") recorded at O.R. Book 12837, Page 1725, of the Public Records of Hillsborough County, Florida. The term “Dock Structure” shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials constructed or to be constructed by Declarant in the Tract (hereafter defined). Unless otherwise expressly provided herein capitalized terms used herein shall have the same meaning as those capitalized terms set forth in the Declaration.

Terrabrook is the fee simple record owner of the following described tract (the “Tract”):

TRACT C-2, MIRABAY PHASE 1B-1/2A-1/3B-1, according to the plat (the "Plat") thereof as recorded in Plat Book 94, Page 41 of the public records of Hillsborough County, Florida.

The Tract contains a canal or lagoon (the canal or lagoon being referred to as a “Waterbody”) which is at the rear of the Benefitted Lot. Declarant wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure which Declarant will build in the Waterbody for the Owner.
ARTICLE I
EASEMENT FOR DOCK STRUCTURE

For $10.00 and other valuable considerations, the receipt of which are hereby acknowledged, Declarant 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 the Dock Structure serving the Benefitted Lot at the location in the Tract where the Dock Structure is originally installed by Declarant. The easement granted by this Article is on and over that portion (the "Dock Structure Area") of the Tract lying immediately under said Dock Structure originally installed by Declarant and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the original pilings supporting the Dock Structure are installed by the Declarant. In the case of lagoon lots, the Dock Structure may include two Inner Lift Pilings installed by the Owner, and the easement granted hereby shall include the right to own, maintain, repair and replace the Inner Lift Pilings at the location where they were originally installed by the Owner. Once the Dock Structure has been constructed by Declarant, Declarant shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Structure Area") describing (by metes and bounds description or by means of a sketch) the Dock Structure Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Structure Area covered by this Dock Easement. No party other than Declarant shall be required to join in the Notice of Dock Structure Area in order to make it effective and binding on the Owner (and all future owners) of the Benefitted Lot. The easement granted by this Article I shall be confined to the Dock Structure Area. The Dock Easement granted in this Article I shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The Dock Easement granted in this Article I may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.

ARTICLE II
EASEMENT FOR OUTER LIFT PILINGS

In addition to the easement for the Dock Structure which is granted in Article I, the Owner of the Benefitted Lot shall have and is hereby granted a perpetual non-exclusive easement to install, maintain, repair and replace 2 pilings (the "Outer Lift Pilings") on the bottom of the Tract outside the Dock Structure Area. The Outer Lift Pilings are pilings which are not physically attached to the Dock Structure and which are designed as the outer supports of a boat lift. The responsibility for installing the Outer Lift Pilings shall be that of the Owner of the Benefitted Lot, and the Declarant shall have no responsibility for such installation. The Outer Lift Pilings must be located within 12 feet of the two inner lift pilings (the "Inner Lift Pilings") (The Inner Lift Pilings will be physically attached to the Dock Structure). The exact location of the Outer Lift Pilings must be approved by the ECC before they are installed. The easement for Outer Lift Pilings granted in this Article II shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The easement for Outer Lift Pilings granted in this Article II may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.
ARTICLE III
EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structures may inadvertently be constructed by Declarant so that they encroach slightly into the Dock Structure Area serving an adjoining Lot. If such an encroachment exists as the result of the Declarant's original construction of a Dock Structure, any such encroaching Dock Structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists, and, in the event the encroaching Dock Structure must be replaced in the future, the replacement Dock Structure shall have an easement for an encroachment of the same degree and size as the original encroaching Dock Structure. The easement for the inadvertent encroachments of Dock Structures granted in this Article III shall be appurtenant to and run with the ownership of the encroaching Dock Structure. The easement for encroachments of Dock Structures granted in this Article III may be amended by an document executed by the owner of the encroaching Dock Structure and the owner of the Dock Structure onto which it encroaches.

ARTICLE IV
OWNERSHIP OF WATERBODY

The fee simple title to the Tract shall remain vested in Declarant, until Declarant conveys such title to the Community Development District or such other party as the Declarant may determine, subject however to this Dock Easement Document.

ARTICLE V
COVENANTS AND RESTRICTIONS

1. Each Owner of a Benefitted Lot served by a Dock Structure shall be obligated to indemnify and hold harmless Declarant, and its officers, directors, partners, employees and agents (all of the foregoing collectively the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, but not be limited to: (a) claims arising out of accidents occurring on the Dock Structure or as a result of a person falling or jumping from the Dock Structure; (b) claims arising out of the utilization of the Dock Structure to tie up or hoist a Watercraft; (c) claims arising out of Watercraft running into the Dock Structure. The Owner's obligation to indemnify the Indemnified Parties shall include claims, losses or liabilities caused in whole or in part by the negligence of the Indemnified Parties.

2. The covenants and restrictions imposed in this Article V shall exist for a term of 30 years from the recording of this Dock Easement Document and shall automatically renew for additional successive 10-year terms unless during any 10-year renewal period these covenants and restrictions are terminated by a document executed by the Declarant and the Owner of the Benefitted Lot. The covenants and restrictions contained in this Article V may be amended by a document executed by the Declarant and the Owner of the Benefitted Lot.
ARTICLE VI
MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of that article or paragraph, nor shall they be deemed to limit the scope of that article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Document, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding.

IN WITNESS WHEREOF, the Declarant has executed this Dock Easement Document.

Signed, sealed and delivered
in the presence of:

TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership

By: TERRABROOK APOLLO BEACH GP, L.L.C., a Delaware limited liability company
    General Partner

    By: ____________________________
        Name: Christopher M. Coughlin
        Assistant Vice President
        205 Manns Harbor Drive
        Apollo Beach, Florida 33572

Print Name: Sharon Maddix
Print Name: DOROTHY A. CHAPMAN

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Christopher M. Coughlin, the person described as Assistant Vice President of TERRABROOK APOLLO BEACH GP, L.L.C., a Delaware limited liability company, in the foregoing instrument, and he/she acknowledged before me that he/she executed it in the name of and for that limited liability company as the General Partner of TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership, and that he/she was duly authorized by that limited liability company and that partnership to do so. He/she is personally known to me and did not take an oath.

WITNESS my hand and official seal in the county and state named above this 27th day of October 2004.

Notary Public
Print Name: Lorena Donaldson

LORENA DONALDSON
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION # CC 926516
MY COMMISSION EXPIRES MARCH 5, 2005
THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (this "Third Amendment") is entered into effective as of March 23, 2020 (the "Effective Date"), by and between PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Developer" or "Licensor"), and the HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District" or "Licensee").

RECITALS

WHEREAS, the Developer, as successor-in-interest to Terrabrook Apollo Beach, LLC, and the District are parties to that certain License Agreement dated May 29, 2018 (the "Original License"), as amended by that certain First Amendment to License Agreement dated October 12, 2018 (the "First Amendment"), as further amended by that certain Second Amendment to License Agreement dated November 21, 2018 (the "Second Amendment"); the Original License, First Amendment, and Second Amendment are hereinafter collectively referred to as the "License Agreement");

WHEREAS, in the License Agreement, the Developer grants the District and its agents, employees, and independent contractors a license to use the Staging Lot for Staging Activities (as those terms are defined in the License Agreement); and,

WHEREAS, the Developer and the District now desire to expand the number and location of staging lots to include additional lots owned by the Developer, and the parties have agreed to execute this Third Amendment to reflect such modification to the License Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed that:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference as if set forth fully herein. Unless otherwise defined in this Third Amendment, all capitalized terms shall have the meanings ascribed to them in the Original License.

2. **Expansion of Staging Lot.** Notwithstanding anything contained in the License Agreement to the contrary, Exhibit "A" of the Original License is hereby deleted from the License Agreement and replaced with Exhibit "A-2" of this Third Amendment. All references to Exhibit "A" in the License Agreement shall hereafter refer to Exhibit "A-2" of this Third Amendment.

3. **Effect of Third Amendment.** Except as modified in this Third Amendment, there are no changes to the License Agreement, and the License Agreement as herein modified remains in full force and effect as of the date hereof and is hereby ratified by the parties in all respects. The execution, delivery and effectiveness of this Third Amendment shall not operate as a waiver of
any right, power or remedy of either party for any default under the License Agreement, nor constitute a waiver of any provision of the License Agreement. In the event of a conflict between the License Agreement and this Third Amendment, the terms of this Third Amendment shall control.

4. **Counterparts.** This Third Amendment may be executed by the parties hereto individually or in combination or in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Scanned and emailed or facsimile signatures shall be deemed original and binding on the parties.

   *[Signatures appear on the following page]*
The Developer and the District have executed this Third Amendment as of the date set forth above.

"DEVELOPER" OR "LICENSOR":

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company

By: 

Name: Sang Lee

Title: Tampa Division President

"DISTRICT" OR "LICENSEE":

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established by Chapter 190, Florida Statutes

By: 

Name: Daniel T. Cevert

Title: Chairman Harbor Bay CDD
EXHIBIT “A-2”

LOTS 32, 33, 34, AND 35, BLOCK 39, AS SHOWN ON THE PLAT OF APOLLO BEACH UNIT SIX, MAP BOOK 37, PAGE 88 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

CONSISTING OF FOLLOWING FOLIO NUMBERS (FOR INFORMATIONAL PURPOSES ONLY): 052558-0000, 052559-0000, 052560-0000, AND 052561-0000.
Change Order No. 1

Date of Issuance: February 6, 2020  Effective Date: February 6, 2020
Owner: Harbor Bay CDD  Owner's Contract No.:
Contractor: Design-Builder: Florida Structural Group, Inc.  Contractor's Design-Builder's Project No.:
Engineer: Owner's Consultant: Cardno Limited  Engineer's Owner's Consultant's Project No.:
Project: Master Seawall Project  Contract Name: Design-Build Sections I, II, III

The Contract is modified as follows upon execution of this Change Order:

Description: Deduction of 324 LF from original contract at $576.38/LF for emergency seawall repairs at 605, 607, 609, and 611 Pinckney Dr., and 5703 Tybee Island Dr. (the “2020 Emergency Seawall Repairs”).

Attachments: None

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES  
[note changes in Milestones if applicable] |
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<td></td>
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RECOMMENDED:
By:  [Signature]  [Title: District Engineer  Date: Feb. 6, 2020]  if required

ACCEPTED:
By:  [Signature]  [Owner (Authorized Signature)  [Title: Chairman, Harbor Bay CDD  Date: Feb. 6, 2020]

By:  [Signature]  [Contractor Design-Builder (Authorized Signature)  [Title: Pres., Florida Struct. Group, Inc.  Date: Feb. 6, 2020]

Approved by Funding Agency (if applicable)
By:  [Signature]  [Title: ]  Date:  

EJCDC* C-941, Change Order.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
Page 1 of 1
Change Order No. 1

Date of Issuance: February 6, 2020
Owner: Harbor Bay CDD
Contractor: Design-Builder: Florida Structural Group, Inc.
Engineer: Owner’s Consultant: Cardno Limited
Project: Master Seawall Project
Effective Date: February 6, 2020
Owner’s Contract No.:
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Attachments: None

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| Contract Price incorporating this Change Order: |
| $ 17,262,465.88          | [Increase] [Decrease] of this Change Order: |
| Contract Times prior to this Change Order: |
| Substantial Completion: |
| Ready for Final Payment: |
| days or dates |
| Contract Times with all approved Change Orders: |
| Substantial Completion: |
| Ready for Final Payment: |
| days or dates |

RECOMMENDED:

By: __________________________
   Engineer Owner’s Consultant
   (if required)

Title: District Engineer
Date: Feb. 6, 2020

ACCEPTED:

By: __________________________
   Owner (Authorized Signature)

Title: Chairman, Harbor Bay CDD
Date: Feb. 6, 2020

By: __________________________
   Contractor Design-Builder
   (Authorized Signature)

Title: Pres., Florida Struct. Group, Inc.
Date: Feb. 6, 2020

Approved by Funding Agency (if applicable)

By: __________________________
   __________________________
   __________________________
Title: __________________________
Date: __________________________
Change Order No. 1

Date of Issuance: February 6, 2020  Effective Date: February 6, 2020
Owner: Harbor Bay CDD  Owner’s Contract No.:
Contractor Design-Builder: Florida Structural Group, Inc.  Contractor’s Design-Builder’s Project No.:
Engineer Owner’s Consultant: Cardno Limited  Owner’s Consultant’s Project No.:
Project: Master Seawall Project  Contract Name: Design-Build Sections I, II, III

The Contract is modified as follows upon execution of this Change Order:

Description: Deduction of 324 LF from original contract at $576.38/LF for emergency seawall repairs at 605, 607, 609, and 611 Pinckney Dr., and 5703 Tybee Island Dr. (the “2020 Emergency Seawall Repairs”).

Attachments: None

<table>
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<tr>
<th>CHANGE IN CONTRACT PRICE</th>
<th>CHANGE IN CONTRACT TIMES</th>
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<tr>
<td>Original Contract Price:</td>
<td>[note changes in Milestones if applicable]</td>
</tr>
<tr>
<td>$17,449,213.00</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td></td>
<td>Substantial Completion:</td>
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<td></td>
<td>Ready for Final Payment: days or dates</td>
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| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: |
|$                                                                                   |

| Contract Price prior to this Change Order: |
|$                                                                                   |

| Contract Times prior to this Change Order: |
|Substantial Completion: |
|Ready for Final Payment: days or dates |

| [Increase] [Decrease] of this Change Order: |
|$186,747.12                               |

| Contract Price incorporating this Change Order: |
|$17,626,465.88                                |

| Contract Times with all approved Change Orders: |
|Substantial Completion: |
|Ready for Final Payment: days or dates |

| RECOMMENDED: |
|By: Engineer Owner’s Consultant (if required) |
|Title: District Engineer |
|Date: Feb. 6, 2020 |

| ACCEPTED: |
|By: Owner (Authorized Signature) |
|Title: Chairman, Harbor Bay CDD |
|Date: Feb. 6, 2020 |

| ACCEPTED: |
|By: Contractor Design-Builder (Authorized Signature) |
|Title: Pres., Florida Struct. Group, Inc. |
|Date: Feb. 6, 2020 |

Approved by Funding Agency (if applicable)

By: ___________________________  Date: ___________________________

Title: ___________________________
The Contract is modified as follows upon execution of this Change Order:

**Description:** Direct purchase of CMI UC-30 UltraComposite Sheet Pile (Grey), Product Code 500100-G1GY-16 (145,152 ft³, 6,048 pieces of 1½ ft wide x 16 ft long sheets) and CMI Corner 550 (Black), Product Code 102064-CR8K-30 (75 pieces of 30 ft sections, 2,250 ft), as well as associated freight.

**Attachments:** Requisition Requests, Purchase Order with Vendor’s Purchase Order and Attachments, and Certificate of Entitlement

<table>
<thead>
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<th>CHANGE IN CONTRACT PRICE</th>
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<td>[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:</td>
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<tr>
<td>[Increase] [Decrease] of this Change Order:</td>
<td>[Increase] [Decrease] of this Change Order:</td>
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<tr>
<td>$1,028,786.50</td>
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**Recommended:**

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<th>By:</th>
<th>ACCEPTED:</th>
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<tbody>
<tr>
<td>Engineer Owner's Consultant (if required)</td>
<td>Owner (Authorized Signature)</td>
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<table>
<thead>
<tr>
<th>Title:</th>
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<tr>
<td>District Engineer</td>
<td>Chairman, Harbor Bay CDD</td>
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<table>
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<tr>
<th>Date:</th>
<th>Mar. 5, 2020</th>
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Approved by Funding Agency (if applicable)

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<tr>
<th>By:</th>
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<tr>
<td></td>
<td>Pr., Earth Tech Enterprises, Inc.</td>
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EJDCDC C-941, Change Order.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
Page 1 of 1
Date of Issuance: March 5, 2020
Owner: Harbor Bay CDD
Contractor Design-Builder: Earth Tech Enterprises, Inc.
Engineer Owner’s Consultant: Cardno Limited
Project: Master Seawall Project
Effective Date: March 5, 2020
Owner’s Contract No.:
Contractor’s Design-Builder’s Project No.:
Engineer’s Owner’s Consultant’s Project No.:
Contract Name: Design-Build Sections I, II, III

The Contract is modified as follows upon execution of this Change Order:
Description: Direct purchase of CMI UC-30 UltraComposite Sheet Pile (Grey), Product Code 500100-G1GY-16 (145,152 ft³ (6,048 pieces of 1½ ft wide x 16 ft long sheets) and CMI Corner 550 (Black), Product Code 102064-CRbk-30 (75 pieces of 30 ft sections, 2,250 ft), as well as associated freight.
Attachments: Requisition Requests, Purchase Order with Vendor’s Purchase Order and Attachments, and Certificate of Entitlement

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[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

$ 186,747.12

Contract Price prior to this Change Order:

$ 17,262,465.88

[Increase] [Decrease] of this Change Order:

$ 1,028,786.50

Contract Price incorporating this Change Order:

$ 16,333,679.38

RECOMMENDED:

By: 
Title: District Engineer
Date: Mar. 5, 2020

By: 
Title: Chairman, Harbor Bay CDD
Date: Mar. 5, 2020

ACCEPTED:

By: 
Title: (Authorized Signature)
Date: Mar. 5, 2020

By: 
Title: Pr., Earth Tech Enterprises, Inc.
Date: Mar. 5, 2020

Approved by Funding Agency (if applicable)

By: 
Title: 
Date: 

EJDC C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee. Page 1 of 1
The Contract is modified as follows upon execution of this Change Order:

Description: **Direct purchase of CMI UC-30 UltraComposite Sheet Pile (Grey), Product Code 500100-G1GY-16 (145,152 ft² (6,048 pieces of 1½ ft wide x 16 ft long sheets) and CMI Corner 550 (Black), Product Code 102064-CRBK-30 (75 pieces of 30 ft sections, 2,250 ft), as well as associated freight.**

Attachments: Requisition Requests, Purchase Order with Vendor's Purchase Order and Attachments, and Certificate of Entitlement

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RECOMMENDED:

By: **Engineer Owner's Consultant**
Title: District Engineer
Date: Mar. 5, 2020

ACCEPTED:

By: **Owner**
Title: Chairman, Harbor Bay CDD
Date: Mar. 5, 2020

Contractor Design-Builder

Pr., Earth Tech Enterprises, Inc.

Date: Mar. 5, 2020

EJCDC® C-941, Change Order.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
PURCHASE REQUISITION REQUEST FORM
Design-Build of Master Seawall Project - Sections I, II, and III

1. Contact person for the material supplier.
NAME: CMI Limited Co. (Attn: Al Swigonski)
ADDRESS: 1165 Northchase Pkwy SE, Suite 300, Marietta, Georgia 30067
TELEPHONE NUMBER: (941) 320-5148

2. Manufacturer or brand, model or specification number of the item.
   CMI UC-30 UltraComposite Sheet Pile (Grey), Product Code 500100-G1GY-16; and
   CMI Corner 550 (Black), Product Code 102064-CRBK-30

3. Quantity needed as estimated by DESIGN-BUILDER. Sheet Pile: 145,152 ft² (6,048 pieces
   of 1½ ft wide x 16 ft long sheets); Corner Pieces (75 pieces of 30 ft sections, 2,250 ft)

4. The price quoted by the supplier for the construction materials identified above.
   $ 939,872.70

5. The sales tax associated with the price quote. $ 56,513.80

6. Freight cost (12 loads @ $2,700/load). $ 32,400.00

7. Delivery dates as established by DESIGN-BUILDER. Delivery of initial load two weeks
   after execution of the PO

OWNER: Harbor Bay Community Development District

[Signature]
Authorized Signature (Printed Name and Title)
03/06/20
Date

DESIGN-BUILDER: Earth Tech Enterprises, Inc.

[Signature]
Authorized Signature (Printed Name and Title)

ATTACH COPY OF VENDOR’S PURCHASE ORDER FORM
PURCHASE REQUISITION REQUEST FORM
Design-Build of Master Seawall Project - Sections I, II, and III

1. Contact person for the material supplier.

NAME: CMI Limited Co. (Attn: Al Swigonski)
ADDRESS: 1165 Northchase Pkwy SE, Suite 300, Marietta, Georgia 30067
TELEPHONE NUMBER: (941) 320-5148

2. Manufacturer or brand, model or specification number of the item.
   CMI UC-30 UltraComposite Sheet Pile (Grey), Product Code 500100-G1GY-16; and
   CMI Corner 550 (Black), Product Code 102064-CRBK-30

3. Quantity needed as estimated by DESIGN-BUILDER. Sheet Pile: 145.152 ft² (6,048 pieces
   of 1 1/4 ft wide x 16 ft long sheets); Corner Pieces (75 pieces of 30 ft sections, 2,250 ft)

4. The price quoted by the supplier for the construction materials identified above.
   $ 939,872.70

5. The sales tax associated with the price quote. $ 56,513.80

6. Freight cost (12 loads @ $2,700/load). $ 32,400.00

7. Delivery dates as established by DESIGN-BUILDER. Delivery of initial load two weeks after execution of the PO

OWNER: Harbor Bay Community Development District

Authorized Signature (Printed Name and Title)  

Date

DESIGN-BUILDER: Earth Tech Enterprises, Inc.

Authorized Signature (Printed Name and Title)  

Date

ATTACH COPY OF VENDOR'S PURCHASE ORDER FORM
PURCHASE ORDER

Design-Build of Master Seawall Project - Sections I, II, and III

1. SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED ________________, WITH VENDOR'S PURCHASE ORDER, ALL OF WHICH IS INCORPORATED HEREIN.


Harbor Bay Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required freight insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Harbor Bay Community Development District

Authorized Signature (Printed Name and Title) Daniel Beverly Chairman

Date 03/06/20

DESIGN-BUILDER: Earth Tech Enterprises, Inc.

Authorized Signature (Printed Name and Title)

Date
PURCHASE ORDER

Design-Build of Master Seawall Project - Sections I, II, and III

1. SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED ________________, WITH VENDOR'S PURCHASE ORDER, ALL OF WHICH IS INCORPORATED HEREIN.


Harbor Bay Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required freight insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Harbor Bay Community Development District

Authorized Signature (Printed Name and Title) ___________________________________________________________________________ Date ________________

DESIGN-BUILDER: Earth Tech Enterprises, Inc.

Authorized Signature (Printed Name and Title) Christopher Gehring - President

Date 3-5-2020
PURCHASE ORDER AGREEMENT ("ORDER")

<table>
<thead>
<tr>
<th>“Owner”</th>
<th>“Seller”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td>Seller:</td>
</tr>
<tr>
<td>Harbor Bay Community Development District</td>
<td>CMI Limited Co.</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>250 International Parkway, Suite 280</td>
<td>1165 Northchase Pkwy SE, Suite 300</td>
</tr>
<tr>
<td>Lake Mary, Florida 32746</td>
<td>Marietta, Georgia 30067</td>
</tr>
<tr>
<td>Attention: Patricia Thibault</td>
<td>Attention: Al Swigonski</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>(321) 263-0132 Ex. 4205</td>
<td>(941) 320-5148</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>“Project”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
</tr>
<tr>
<td>Master Seawall Project</td>
</tr>
<tr>
<td>Design-Build Sections I, II, and III</td>
</tr>
<tr>
<td>Project Address:</td>
</tr>
<tr>
<td>Harbor Bay Community Development District</td>
</tr>
<tr>
<td>Mira Bay, Apollo Beach, Florida</td>
</tr>
</tbody>
</table>

DESCRIPTION OF GOODS OR SERVICES – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing CMI UC-30 UltraComposite Sheet Pile (Grey), Product Code 500100-G1GY-16 (145.152 ft² (6,048 pieces of ½ ft wide x 16 ft long sheets) and CMI Corner 550 (Black), Product Code 102064-CRBK-30 (75 pieces of 30 ft sections, 2,250 ft) ("Goods"), which have an expected useful life of at least 50 years and which shall be incorporated into the District’s Master Seawall Project, Design-Build Sections I, II, and III (the "Master Seawall Project"). Factory will ship in pairs to facilitate handling.

SCHEDULE – Sheet piling shall be produced and shipped as follows: Earth Tech Enterprises, Inc. ("Earth Tech") is Owner’s Design-Build. Earth Tech representatives shall, on Owner’s behalf, coordinate the quantity and delivery of Goods each month directly with Seller. The first shipment of sheets shall arrive no later than two weeks after execution of this Order ("Schedule").

INSURANCE – Seller shall add the Owner and the Owner’s Supervisors, officers, attorneys, engineers, managers, staff, employees, agents and representatives as additional insureds to the insurance identified in Exhibit D.

PRICE – The Goods (including freight but excluding tax) shall be priced at $972,772.70. The Owner shall make payment to Seller within thirty (30) days after inspection and acceptance of the Goods by the Design Builder and receipt of an appropriate invoice from Seller. Invoices from Seller should be directed Harbor Bay Community Development District, c/o Patricia Thibault, District Manager, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, with email copies to patricia.comings-thibault@dpgf.com, Greg.Woodcock@cardno.com, and Christopher.Gamache@cardno.com.

DISTRICT TAX EXEMPT CERT. #85-8012574204C-8

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto together with all of the exhibits, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Harbor Bay Community Development District

By: [Signature]

Name: Dan Leventry

Title: Chairman, Board of Supervisors

Date Executed: 03/10/20

CMI Limited Co.

By: [Signature]

Name: [Signature]

Title: [Signature]

Date Executed: [Signature]
# PURCHASE ORDER AGREEMENT ("ORDER")

<table>
<thead>
<tr>
<th><strong>Owner</strong></th>
<th><strong>Seller</strong></th>
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<tbody>
<tr>
<td>Harbor Bay Community Development District</td>
<td>CMI Limited Co.</td>
</tr>
<tr>
<td><strong>Address:</strong> 250 International Parkway, Suite 280 Lake Mary, Florida 32746 Attention: Patricia Thibault</td>
<td><strong>Address:</strong> 1165 Northchase Pkwy SE, Suite 300 Marietta, Georgia 30067 Attention: Al Swigonski</td>
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<tr>
<td><strong>Phone:</strong> (321) 263-0132 Ex. 4205</td>
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## "Project"

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<th><strong>Contract (Date):</strong> July 11, 2019</th>
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<tr>
<td><strong>Project Address:</strong> Harbor Bay Community Development District Mira Bay, Apollo Beach, Florida</td>
<td><strong>Order:</strong> 6,048 Sheets 75 Corner Pieces</td>
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### DESCRIPTION OF GOODS OR SERVICES

The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing CMI UC-30 UltraComposite Sheet Pile (Grey), Product Code 500100-G1GY-16 (145.152 ft² (6,048 pieces of 1½ ft wide x 16 ft long sheets) and CMI Corner 550 (Black), Product Code 102064-CRBK-30 (75 pieces of 30 ft sections, 2,250 ft²) ("Goods"). which have an expected useful life of at least 50 years and which shall be incorporated into the District’s Master Seawall Project, Design-Build Sections I, II, and III (the "Master Seawall Project"). Factory will ship in pairs to facilitate handling.

### SCHEDULE

Sheet piling shall be produced and shipped as follows: Earth Tech Enterprises, Inc. ("Earth Tech") is Owner’s Design-Build. Earth Tech representatives shall, on Owner’s behalf, coordinate the quantity and delivery of Goods each month directly with Seller. The first shipment of each month shall arrive no later than two weeks after execution of this Order (“Schedule”).

### INSURANCE

Seller shall add the Owner and the Owner’s Supervisors, officers, attorneys, engineers, managers, staff, employees, agents and representatives as additional insureds to the insurance identified in Exhibit D.

### PRICE

The Goods (including freight but excluding tax) shall be priced at $972,727.70. The Owner shall make payment to Seller within thirty (30) days after inspection and acceptance of the Goods by the Design Builder and receipt of an appropriate invoice from Seller. Invoices from Seller should be directed Harbor Bay Community Development District, c/o Patricia Thibault, District Manager, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, with email copies to patricia.comings-thibault@dpg.com, Greg.Woodcock@cardno.com, and Christopher.Gamache@cardno.com.

### DISTRICT TAX EXEMPT CERT.

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto together with all of the exhibits, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

---

**Harbor Bay Community Development District**

By: 

Name: Dan Leventry  
Title: Chairman, Board of Supervisors  
Date Executed: 

**CMI Limited Co.**

By: 

Name: Bo Holden  
Title: CFO  
Date Executed: 3/5/20

---

**EXHIBIT A:** Technical Data Sheet  
**EXHIBIT B:** Manufacturer’s Warranty  
**EXHIBIT C:** Terms and Conditions  
**EXHIBIT D:** Insurance Certificate
UC-30

Allowable Moment (M)  
10.833 ft-lb/ft  
48.19 kN-m/m

Section Modulus (Z)  
13.0 in³/ft  
698 cm³/m

Moment of Inertia (I)  
52 in⁴/ft  
7,101 cm⁴/m

Thickness (t)  
0.250/0.265 in  
6.4/6.7 mm

Section Depth  
8 in  
203 mm

Section Width  
18 in  
457 mm

Material  
Structural FRP Composite

Standard Colors  
Charcoal

Profile/Patented Features  
Z Profile
Limited Warranty
UltraComposite™ Sheet Piling, Piles, Wales and Caps

What is Covered By This Limited Warranty. Manufacturer warrants that UltraComposite™ sheet piling, piles, wales and caps are free from defects as a result of manufacturing and meet the physical properties published at the time of purchase.

What Manufacturer Will Do To Remedy Defects. If such a defect appears within twenty (20) years from the date of purchase, Manufacturer will, at its option, supply replacement product (but not the labor cost, freight, taxes or other expenses associated with de-installation and re-installation), or repair the product, or adjust the product, or refund the original purchase price, pro-rated twenty (20) years from the date of purchase; provided, Buyer must notify Manufacturer in writing within thirty (30) days after the appearance of the defect.

How To File A Warranty Claim. Send a brief written explanation of the defect, along with dated proof of purchase to CMI Limited Co., 1165 Northchase Parkway SE, Suite 300, Marietta, GA 30067. Manufacturer reserves the right to request additional information, including, but not limited to, photos and field inspections.

What Is Not Covered By This Limited Warranty. Manufacturer does not warrant the design or the engineering of specific structures. Each purchaser is solely responsible for determining the effectiveness, suitability, compliance with applicable codes and standards, and safety for the use of UltraCom-poste™. This Limited Warranty does not cover product failure, product malfunction or any damages resulting from: (i) abnormal use; (ii) abuse; (iii) accidents; (iv) acts of God; (v) fire; (vi) flood; (vii) hurricane; (viii) intentional acts; (ix) lightning; (x) normal wear and tear; (xi) tornado; (xii) unreasonable use; (xiii) violent storms; (xiv) wind; (xv) acid rain; (xvi) acts causing surface abrasions, scratches or holes; (xvii) airborne stains; (xviii) alteration or modification of the product; (xix) damage resulting from settlement or shifting of or defects in adjoining surfaces or structural members to which the product is installed or attached; (xx) design or engineering services utilized in the selection, installation and use of the product in specific applications; (xxi) excessive loads; (xxii) exposure to harmful chemicals; (xxiii) exposure to de-icing material; (xxiv) harmful vapors; (xxv) impact of foreign objects; (xxvi) incompatible chemicals; (xxvii) pollutants; (xxviii) incompatible soils; (xxix) corrosion; (xxx) improper installation; (xxxi) improper or insufficient maintenance.

LIMITATION OF REMEDIES AND EXCLUSIONS OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. MANUFACTURER’S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO: LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE. STRICT LIABILITY IN TORT OR OTHERWISE, AND EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE MANUFACTURER INCURRED IN ANY SUCH WARRANTY CLAIM, ACTION OR PROCEEDING MADE WITH RESPECT TO NONCONFORMING OR DEFECTIVE PRODUCTS EXCEED MANUFACTURER’S COST FOR SUCH PRODUCTS.

Some States do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

MERGER CLAUSE - ORAL STATEMENTS NOT BINDING: This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from State to State. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
EXHIBIT C

TERMS AND CONDITIONS

CMI Limited Co. ("Seller") agrees to provide to the Harbor Bay Community Development District ("Purchaser") the services and goods (collectively referred to as the "Goods") described in the purchase order in accordance with the following terms and conditions ("Agreement"), which are attached to same. Upon the execution of the purchase order between the parties, Seller and Purchaser shall be bound by the provisions of this Agreement.

1. CHANGE REQUESTS. Purchaser change requests must be in writing and accepted by Seller.

2. PRODUCT SUITABILITY. Purchaser is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the Goods. Seller does not warranty any designs, engineering, or installation of specific structures. Seller is not responsible for delays, installation rates, or any consequential damages. Refer to applicable Limited Warranty for specified products.

3. SALES AND USE TAXES. Seller recognizes and understands that Purchaser is a local unit of special purpose government organized and existing in Florida pursuant to Chapter 190, Florida Statutes, and is thus exempt from the payment of Florida sales and use tax on this purchase. Purchaser shall provide Seller a Certificate of Exemption confirming its status as exempt from sales and use taxes, as well as a Certificate of Entitlement for Seller’s records.

4. SHIPPING. Seller will select the method of shipment and routing unless otherwise specified by Purchaser. Any additional freight costs for Purchaser-specified carriers, routing or services will be charged to Purchaser in addition to the regular freight charges quoted.

5. FREIGHT CLAIMS. Purchaser is responsible for unloading and inspecting all delivered Goods immediately upon arrival. The driver’s signature evidencing any damage or shortage is required for Seller to file a freight claim with the carrier and to provide product credit or replacement to Purchaser.

6. RETURNS. Requests for returns must be made in writing within ten (10) days after the Goods have been delivered to, and accepted by, Purchaser, and must have prior written authorization from Seller. Returns must be shipped back freight prepaid within 10 days of approval and will incur a 25% restocking fee. Credit can only be issued for unused product returned in saleable condition in its original packaging.

7. PRODUCT CLAIMS. Product claims are governed by Seller’s expressed written warranty in effect at the time of sale.
8. **INVOICE TERMS.** Purchaser must make payment in full within thirty (30) days after inspection and acceptance of the Goods by Purchaser and receipt of an appropriate invoice for same from Seller. Payments made beyond these terms shall incur a one percent (1%) per month delinquency charge.

9. **CREDIT CARD FEES.** A three percent (3%) charge will be imposed on all payments made by credit card.

10. **CANCELLED ORDERS.** Seller may impose a 10% cancellation charge on all cancelled orders. With respect to any Goods that have already been delivered to, and accepted by, Purchaser, Purchaser may request to return the Goods consistent with the “Returns” paragraph above.

11. **APPLICABLE LAW.** This Agreement and its terms are governed and shall be construed in accordance with the laws of the State of Florida regardless of the laws that might be applicable under principles of conflicts of law.

12. **VENUE AND JURISDICTION.** Parties agree that the forum venue for any dispute or litigation arising or related to this Agreement shall be in Florida. Parties agree to submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state and federal Courts of Florida.

13. **SEVERABILITY.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of this Agreement shall be valid and binding as though such provision were not included in this Agreement.

14. **WAIVERS.** The waiver by any party of any other party’s breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. No action on the part of either party to this Agreement shall be interpreted as waiver unless such action shall be in writing.

15. **RISK OF LOSS.** All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g. insurance, packing, loading, freight) as part of the price listed on the purchase order to which these terms and conditions are attached, to the receiving point specified on the purchase order. Title, and risk of loss, shall pass to Purchaser upon delivery at the shipping destination, provided however that Purchaser shall have reasonable opportunity to inspect and accept such Goods.

16. **MODIFICATION.** No change or modification of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Agreement.
17. ATTORNEY'S FEES. In any action brought by either party to enforce its rights under this Agreement, or any terms set forth in the purchase order to which these terms and conditions are attached, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees incurred in enforcing its rights herein, in addition to any other relief to which it may be entitled.
ACORD
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Producer:
USI Insurance Services, LLC
5455 Rings Road, Suite 250
Dublin, OH 43017

Insured:
CMI Limited Co
1165 Northchase Parkway
Suite 300
Marietta, GA 30067

Contact:
Katie Downing
Phone: 614-340-6127
Fax: (AC, No.): 44520
E-mail: Katherine.downing@usi.com

Insurer(s) Affording Coverage:
Insurer A: Crum & Forster Specialty Insurance Co.
Insurer B: Endurance American Insurance Co.
Insurer C: Fireman’s Fund Insurance Company

Certification Numbers:

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.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBR. INSUR. W/VD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE OCCUR</td>
<td>GLO584299</td>
<td>08/01/2019</td>
<td>08/01/2020</td>
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<tr>
<td>C</td>
<td>AUTOMOBILE LIABILITY</td>
<td>OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY</td>
<td>USC007223190</td>
<td>08/01/2019</td>
<td>08/01/2020</td>
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<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR CLAIMS-MADE</td>
<td>EXC30000741201</td>
<td>08/01/2019</td>
<td>08/01/2020</td>
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</tbody>
</table>

Workers Compensation and Employers' Liability:
Any Proprietor/Partner/Executive Officer/Member Excluded:
Mandatory in NH

If yes, describe under DESCRIPTION OF OPERATIONS below

Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Master Seawall Project, Design-Build Sections I, II and III
Certificate Holder is included as Additional Insured, as their interest may appear.

Certificate Holder:
Harbor Bay Community Development District
250 International Parkway, Suite 280
Lake Mary, FL 32746

Cancellation:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative:

© 1988-2015 ACORD Corporation. All rights reserved.

ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S28119596/M27599114

SBSZP
CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Harbor Bay Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number , affirms that the tangible personal property purchased pursuant to Purchase Order Number _______ from CMI Limited Co. (Vendor) on or after March 5, 2020 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to a contract with Earth Tech Enterprises, Inc. (Name of Design-Builder) for the construction of Design-Build of Master Seawall Project -- Sections I, II, and III.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., which must be initialed by the undersigned authorized representative:

1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
2. The vendor's invoice will be issued directly to Governmental Entity.
3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

[Signature of Authorized Representative] Patricia Thibault, District Manager
Printed Name, Title

[Signature of Authorized Representative] Harbor Bay CDD Purchaser's Name (Print or Type) 03/05/20 Date

Federal Employer Identification Number: 59-3594295 Telephone Number: (321) 263-0132
Ex. 4205

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.
<table>
<thead>
<tr>
<th>Req #</th>
<th>Vendor</th>
<th>Invoice Date</th>
<th>Amount</th>
<th>Sent for Approval</th>
<th>Engineer Signed</th>
<th>Chairman Signed</th>
<th>Payment Date</th>
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<tbody>
<tr>
<td>2019-02</td>
<td>Earth Tech PA 1 HBES</td>
<td>3/30/2020</td>
<td>$149,780.31</td>
<td>4/9/2020</td>
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<tr>
<td>2019-03</td>
<td>Earth Tech PA 1 HBMS</td>
<td>3/31/2020</td>
<td>$373,780.93</td>
<td>4/9/2020</td>
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<table>
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<th>Beginning Bal.</th>
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<td>Interest</td>
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<tr>
<td>Total Cash</td>
<td>$1,153,828.73</td>
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<tr>
<td>Amount Executed</td>
<td>$(244,531.00)</td>
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<tr>
<td>Bank Balance</td>
<td>$909,297.73</td>
</tr>
<tr>
<td>Amount Outstanding</td>
<td>$(682,596.66)</td>
</tr>
<tr>
<td>Bal. After Payables</td>
<td>$226,701.07</td>
</tr>
</tbody>
</table>

**Section 403. Series 2019A-1 Acquisition and Construction Account and Series 2019A-1 Acquisition and Construction Subaccount.** Amounts on deposit in the Series 2019A-1 Acquisition and Construction Account and the Series 2019A-1 Acquisition and Construction Subaccount shall be applied to pay Costs of the Series 2019 Project upon compliance with the requisition provisions set forth in Section 503(ii) of the Master Indenture; provided that such Costs shall be paid first from the Series 2019A-1 Acquisition and Construction Subaccount until such time as there are no moneys remaining in the Series 2019A-1 Acquisition and Construction Subaccount, and then from the Series 2019A-1 Acquisition and Construction Account.
REQUISITION FOR SERIES 2019 PROJECT

The undersigned, an Authorized Officer of Harbor Bay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), dated as of August 1, 2001 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Trust Indenture from the District to the Trustee, dated as of August 1, 2019 (the "Third Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: Req. 2019-01

(B) Name of Payee: Smith Insurance & Bonds, 5260 Summerlin Commons Way Suite 302, Fort Myers, FL 33907 (see attached invoice)

(C) Amount Payable: $244,531.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Payment and performance bonds issued pursuant to that certain Agreement between Owner and Design-Builder on the Basis of a Stipulated Price dated July 11, 2019, as amended and assigned.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019A-1 Acquisition and Construction Subaccount

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A-1 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.
The undersigned hereby further certifies that there has not been filed with or
served upon the District notice of any lien, right to lien, or attachment upon, or claim
affecting the right to receive payment of, any of the moneys payable to the Payee set
forth above, which has not been released or will not be released simultaneously with
the payment hereof.

The undersigned hereby further certifies that such requisition contains no item
representing payment on account of any retained percentage which the District is at
the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired
or services rendered with respect to which disbursement is hereby requested are on
file with the District.

HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT

By: _________________________
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance
Account, the undersigned Consulting Engineer hereby certifies that this
disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the
applicable acquisition or construction contract; (ii) the plans and specifications for the
portion of the Series 2019 Project with respect to which such disbursement is being
made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the
Third Supplemental Indenture, as such report shall have been amended or modified
on the date hereof.

____________________________
Consulting Engineer
INVOICE

Policy Number: 0223607
Policy Term: 02/24/2020 to 02/24/2022

Bill To:
Harbor Bay Community Development District
250 International Parkway
Suite 280
Lake Mary, FL 32746

Client Name: Earth Tech Enterprises, Inc.
6180 Federal Court
Fort Myers, FL 33905

Carrier: Berkley Assurance Company

Transaction Date: 02/24/2020

<table>
<thead>
<tr>
<th>Line Of Business</th>
<th>Transaction Date</th>
<th>Description</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance and Payment Bond (1)</td>
<td>02/24/2020</td>
<td>Premium</td>
<td>$244,531.00</td>
</tr>
</tbody>
</table>

Total Invoice Balance: $244,531.00

Invoice Message: HBCDD- Design-build of Master Seawall Project. Wiring Instructions: Regions Bank, 5212 Summerlin Commons Blvd. Fort Myers, FL 33907 ABA Number: 062005690 Account Number: 0247845945

Please return with payment:

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Bill To Name</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth Tech Enterprises, Inc.</td>
<td>Harbor Bay Community Development District</td>
<td></td>
</tr>
<tr>
<td>Invoice # 49540</td>
<td>Policy # 0223607</td>
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</tr>
</tbody>
</table>

Remit Payment To:
Smith Insurance & Bonds
5260 Summerlin Commons Way Suite 302
Fort Myers, FL 33907
Document issued to comply with the Florida Statute Chapter 713.245

Front page of Performance and Payment Bond

Bond Number: 0223607
Surety: Berkley Insurance Company
Local Address: 255 South Orange Ave
             Suite 1515
             Orlando, FL 32801
Phone: 973.755.5255
Contractor: Earth Tech Enterprises, Inc.
            6180 Federal Ct.
            Fort Myers, FL 33905
Owner: Harbor Bay Community Development District
       250 International Drive Suite 280
       Lake Mary, FL 32746
Obligee Name: Same
Contract Number: NA
Amount of Bond: $17,262,465.88
Project Description: Design-Build of Master Seawall Project, Apollo Beach, FL Sections I,II,III
Legal Description of Property/Address: 107 Manns Harbor Drive
                                      Apollo Beach, Florida 33654
DESIGN-BUILD PAYMENT BOND

DESIGN-BUILDER (name and address):
Earth Tech Enterprises, Inc.
6180 Federal Court
Ft. Myers, FL 33905

SURETY (name and address of principal place of business):
Berkley Insurance Company
475 Steamboat Rd. #1
Greenwich, CT 06830

OWNER (name and address):
Harbor Bay Community Development District
Attn: Patricia Thibault, District Manager
250 International Parkway, Suite 280
Lake Mary, FL 32746

DESIGN-BUILD CONTRACT
   Effective Date of the Contract: **July 11, 2019**
   Amount: **$17,262,465.88**
   Description (name and location): Design-Build of Master Seawall Project, Apollo Beach, Florida
   *(Sections I, II, and III)*

BOND
   Bond Number: **0223607**
   Date (not earlier than the Effective Date of the Contract): **02/24/2020**
   Amount: **$17,262,465.88**
   Modifications to this Bond Form: [ ] None [ ] See Paragraph 18

Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative. *[Note: Provide supplemental execution by any additional parties, such as joint venturers.]*

DESIGN-BUILDER AS PRINCIPAL
Earth Tech Enterprises, Inc.

By: __________________________

Signature

Christopher Gehring

PRINT NAME

President

Title

Attest: __________________________

Signature

Bernard McGovern

WITNESS

SURETY
Berkley Insurance Company

By: __________________________

Signature (attach power of attorney)

Matthew T Smith

PRINT NAME

Attorney in Fact

Title

Attest: __________________________

Signature

Heather Paruta

WITNESS

Title

EJCDC® D-615, Design-Build Payment Bond.
Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
1. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, services, materials, and equipment furnished for use in the performance of the Design-Build Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Design-Builder promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, services, materials, or equipment furnished for use in the performance of the Design-Build Contract, then the Surety and the Design-Builder shall have no obligation under this Bond.

3. If there is no Owner Default under the Design-Build Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Design-Builder and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, services, materials, or equipment furnished for use in the performance of the Design-Build Contract, and tendered defense of such claims, demands, liens, or suits to the Design-Builder and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants that do not have a direct contract with the Design-Builder,

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Design-Builder have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Design-Builder, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Design-Builder may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Design-Builder under the Design-Build Contract shall be used for the performance of the Design-Build Contract and to satisfy claims, if any, under any design-build performance bond. By the Design-Builder furnishing and the Owner accepting this Bond, they agree that all funds earned by the Design-Builder in the performance of the Design-Build
Contract are dedicated to satisfy obligations of the Design-Build and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Design-Build that are unrelated to the Design-Build Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Design-Build Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction where the construction portion of the Project is located, or after the expiration of one year from the date that Claimant sent a claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design-Build Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Design-Build shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement where the construction portion of the Project is located, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated here. When so furnished, the intent is that this Bond be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Design-Build and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the individual or entity for which the labor or services were done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, services, materials, or equipment were furnished for use in the performance of the Design-Build Contract;
4. A brief description of the labor, services, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or services, or last furnished materials or equipment, for use in the performance of the Design-Build Contract;
6. The total amount earned by the Claimant for labor, services, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, services, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Design-Build or with a subcontractor of the Design-Build to furnish labor, services, materials, or equipment for use in the performance of the Design-Build Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms “labor, services, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Design-Build Contract, architectural and engineering
services required for performance of the work of the Design-Builder and the Design-Builder's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Design-Build Contract:** The agreement between the Owner and Design-Builder identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Design-Builder as required under the Design-Build Contract, or to perform and complete or comply with the other material terms of the Design-Build Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Design-Builder.

17. Any singular reference to Design-Builder, Surety, Owner, or other party shall be considered plural where applicable.

18. Modifications to this Bond are as follows: This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.
DESIGN-BUILD PAYMENT BOND

DESIGN-BUILDER (name and address):
Earth Tech Enterprises, Inc.
6180 Federal Court
Ft. Myers, FL 33905

SURETY (name and address of principal place of business):
Berkley Insurance Company
475 Steamboat Rd. #1
Greenwich, CT 06830

OWNER (name and address):
Harbor Bay Community Development District
Attn: Patricia Thibault, District Manager
250 International Parkway, Suite 280
Lake Mary, FL 32746

DESIGN-BUILD CONTRACT
Effective Date of the Contract: July 11, 2019
Amount: $17,262,465.88
Description (name and location): Design-Build of Master Seawall Project, Apollo Beach, Florida
(Sections I, II, and III)

BOND
Bond Number: 0232607
Date (not earlier than the Effective Date of the Contract): 02/24/2020
Amount: $17,262,465.88
Modifications to this Bond Form: None

Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative. [Note: Provide supplemental execution by any additional parties, such as joint venturers.]

DESIGN-BUILDER AS PRINCIPAL
Earth Tech Enterprises, Inc.
Design-Builder's Name
By:
Signature
Christopher Gehringer
Print Name

SURETY
Berkley Insurance Company
Surety's Name
By:
Signature
Matthew T Smith
Print Name

Attorney in Fact
Title
Title
By:
Signature
Heather Paruta
Witness
Title

EJCDC® D-615, Design-Build Payment Bond.
Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. 1 of 4
1. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, services, materials, and equipment furnished for use in the performance of the Design-Build Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Design-Builder promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, services, materials, or equipment furnished for use in the performance of the Design-Build Contract, then the Surety and the Design-Builder shall have no obligation under this Bond.

3. If there is no Owner Default under the Design-Build Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Design-Builder and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, services, materials, or equipment furnished for use in the performance of the Design-Build Contract, and tendered defense of such claims, demands, liens, or suits to the Design-Builder and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants that do not have a direct contract with the Design-Builder,

   5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Design-Builder have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Design-Builder, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Design-Builder may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Design-Builder under the Design-Build Contract shall be used for the performance of the Design-Build Contract and to satisfy claims, if any, under any design-build performance bond. By the Design-Builder furnishing and the Owner accepting this Bond, they agree that all funds earned by the Design-Builder in the performance of the Design-Build Contract shall be used for the performance of the Design-Build Contract and to satisfy claims, if any, under any design-build performance bond.
Contract are dedicated to satisfy obligations of the Design-Build and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Design-Build that are unrelated to the Design-Build Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Design-Build Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction where the construction portion of the Project is located, or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design-Build Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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14. When this Bond has been furnished to comply with a statutory or other legal requirement where the construction portion of the Project is located, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated here. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Design-Build and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;

2. The name of the individual or entity for which the labor or services were done, or materials or equipment furnished;

3. A copy of the agreement or purchase order pursuant to which labor, services, materials, or equipment were furnished for use in the performance of the Design-Build Contract;

4. A brief description of the labor, services, materials, or equipment furnished;

5. The date on which the Claimant last performed labor or services, or last furnished materials or equipment, for use in the performance of the Design-Build Contract;

6. The total amount earned by the Claimant for labor, services, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant;

8. The total amount due and unpaid to the Claimant for labor, services, materials, or equipment furnished as of the date of the Claim.

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services required for performance of the work of the Design-Builder and the Design-Builder's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Design-Builder.

17. Any singular reference to Design-Builder, Surety, Owner, or other party shall be considered plural where applicable.

18. Modifications to this Bond are as follows: This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.
POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Matthew T. Smith or Jessica Gehm of Sol Risk Inc. dba Smith Insurance & Bonds of Fort Myers, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognition, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20th day of August, 2018.

(Seal)

By
Ira S. Lederman
Executive Vice President & Secretary

By
Jeffrey M. Hafer
Senior Vice President

BERKLEY INSURANCE COMPANY

WARNIMG: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this 20th day of August, 2018, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIKA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2019

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of August, 2018.

(Seal)

Vincent P. Forte

NOTARY PUBLIC, STATE OF CONNECTICUT
Please **verify the authenticity** of the instrument attached to this Power by:

**Toll-Free Telephone:** (800) 456-5486; or

**Electronic Mail:** BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

**Email:** BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.
REQUISITION FOR SERIES 2019 PROJECT

The undersigned, an Authorized Officer of Harbor Bay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), dated as of August 1, 2001 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Trust Indenture from the District to the Trustee, dated as of August 1, 2019 (the "Third Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 2019-02

(B) Name of Payee: Earth Tech Enterprises

6130 Federal Court

Ft. Myers, FL 33905

(C) Amount Payable: $149,780.31

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Payment and performance bonds issued pursuant to that certain Agreement between Owner and Design-Builder on the Basis of a Stipulated Price dated July 11, 2019, as amended and assigned.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019A-1 Acquisition and Construction Subaccount

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A-1 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.
The undersigned hereby further certifies that there has not been filed with or
served upon the District notice of any lien, right to lien, or attachment upon, or claim
affecting the right to receive payment of, any of the moneys payable to the Payee set
forth above, which has not been released or will not be released simultaneously with
the payment hereof.

The undersigned hereby further certifies that such requisition contains no item
representing payment on account of any retained percentage which the District is at
the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired
or services rendered with respect to which disbursement is hereby requested are on
file with the District.

HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT

By: _________________________
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance
Account, the undersigned Consulting Engineer hereby certifies that this
disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the
applicable acquisition or construction contract; (ii) the plans and specifications for the
portion of the Series 2019 Project with respect to which such disbursement is being
made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the
Third Supplemental Indenture, as such report shall have been amended or modified
on the date hereof.

________________________________
Consulting Engineer
TO (OWNER): Harbor Bay Community Dvp Dist
250 International Pkwy
Suite 280
Lake Mary, FL 32746

FROM (CONTRACTOR): Earth Tech Enterprises
6180 Federal Court
Ft Myers, FL 33905

APPLICATION NO: HBES-1
PERIOD TO: 3/31/2020

ARCHITECT'S PROJECT NO: 00023801.02

CONTRACT FOR: Emergency Repairs

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for Payment, as shown below, in connection with the Contract.
(Contract Date, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM $ 186,747.12 151,293.24

2. Ne: Change by Change Orders $ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) $ 186,747.12 151,293.24

4. TOTAL COMPLETED AND STORED TO DATE $ 151,293.24

5. RETAINAGE:
   a. 1.00% of Completed Work $ 1,512.93
   b. 0.00% of Stored Material $ 0.00

   Total retainage (Line 5a + 5b) $ 1,512.93

6. TOTAL EARNED LESS RETAINAGE $ 149,780.31

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) $ 0.00

8. CURRENT PAYMENT DUE $ 149,780.31

9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 6 less Line 7) $ 1,512.93

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The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Earth Tech Enterprises
6180 Federal Court Ft Myers, FL 33905

By: [Signature]
Date: 03/27/2020

State of:
County of:
Subscribed and Sworn to before me this __ day of __, 20__
Notary Public:
My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $ 149,780.31

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]
Date: 3/30/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
TO (OWNER): Harbor Bay Community Dvp Dist  
250 International Pkwy  
Suite 280  
Lake Mary, FL 32746  

FROM (CONTRACTOR): Earth Tech Enterprises  
6180 Federal Ccrt  
Ft Myers, FL 33905  

PROJECT: 2020 Emergency Seawall Repairs  
APPLICATION NO: HBES-1  
PERIOD TO: 3/31/2020  

VIA (ARCHITECT): Carcno  
380 Park Place Blvd  
Suite  
Clearwater, FL 33759  
ARCHITECTS  
PROJECT NO: 00C23801.02  

CONTRACT FOR: Emergency Repairs  
CONTRACT DATE: 2/6/2020  

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(A) Requisition Number: 2019-03

(B) Name of Payee: Earth Tech Enterprises

                      6130 Federal Court
                      Ft. Myers, FL 33905

(C) Amount Payable: $373,780.93

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

   Payment and performance bonds issued pursuant to that certain Agreement between Owner and Design-Builder on the Basis of a Stipulated Price dated July 11, 2019, as amended and assigned.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019A-1 Acquisition and Construction Subaccount

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A-1 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

By: _________________________
Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

__________________________
Consulting Engineer
TO (OWNER): Harbor Bay Community Dvp Cist
250 International Pkwy
Suite 280
Lake Mary, FL 32745

FROM (CONTRACTOR): Earth Tech Enterprises
6180 Federal Court
Ft. Myers, FL 33905

PROJECT: Harbor Bay CCD Master Seawall
Tybee Island Dr
Apollo Beach, FL 33572

APPLICATION NO: HBMS-1
PERIOD TO: 3/31/2020

VIA (ARCHITECT): Carino
380 Park Place Blvd.
Suite 300
Clearwater, FL 33759

ARCHITECT'S PROJECT NO: CO023801.02

CONTRACT FOR: Harbor Bay CCD Design Build Master Seawall Sec

CONTRACT DATE: 7/11/2019

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Earth Tech Enterprises
6180 Federal Court Ft. Myers, FL 33905

By: [Signature] Date: [Signature]

State of: Florida
County of: Lee
Subscribed and Sworn to before me this Day of March 2020

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED: $373,780.93

(Access explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT

By: [Signature] Date: 3/31/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
### Project: Harbor Bay CCD Master Seawall
Typee Island Dr
Apollo Beach, FL 33572

### Application No: HBMS-1
Period To: 3/31/2020

### Contact: Earth Tech Enterprises
6180 Federal Court
Ft Myers, FL 33905

### Architect: Cardno
380 Park Place Blvd.
Suite 300
Clearwater, FL 33759

### Contract No: 00023801.02
Contract Date: 7/11/2019

<table>
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<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PLAN QTY</th>
<th>UNIT</th>
<th>SCHEDULED VALUE</th>
<th>UNIT PRICE</th>
<th>PREV COMP QTY%</th>
<th>PREVIOUS APPL</th>
<th>COMP QTY/% THIS PERIOD</th>
<th>COMP AMT THIS PERIOD</th>
<th>STORED MATERIAL</th>
<th>COMP QTY/ % TO DATE</th>
<th>COMPLETED AND STORED</th>
<th>%</th>
<th>BALANCE</th>
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<td>Mobilization</td>
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<td>$0.00</td>
<td>$253,641.00</td>
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<td>$253,641.00</td>
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<td>$135,000.00</td>
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<td>$182,000.00</td>
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<td>100.0000%</td>
<td>$182,000.00</td>
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<td>$.00</td>
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</table>

**Phase 1**
- **Wall construction**: 12,319.00 LF
  - Unit Price: $491.00
  - Scheduled Value: $6,048,138.00
  - Previous: 0.00%
  - Previous Appl: 0.00%
  - Comp Qty% This Period: 100.00%
  - Comp Amt This Period: $6,048,138.00
  - Completed and Stored: 100.00%
  - Balance: $0.00
  - Stored Material: $0.00

**Phase 2**
- **Wall construction**: 12,957.00 LF
  - Unit Price: $491.00
  - Scheduled Value: $6,361,887.00
  - Previous: 0.00%
  - Previous Appl: 0.00%
  - Comp Qty% This Period: 100.00%
  - Comp Amt This Period: $6,361,887.00
  - Completed and Stored: 100.00%
  - Balance: $0.00
  - Stored Material: $0.00

**Phase 3**
- **Wall construction**: 4,999.00 LF
  - Unit Price: $491.00
  - Scheduled Value: $2,454,509.00
  - Previous: 0.00%
  - Previous Appl: 0.00%
  - Comp Qty% This Period: 100.00%
  - Comp Amt This Period: $2,454,509.00
  - Completed and Stored: 100.00%
  - Balance: $0.00
  - Stored Material: $0.00

**Change Order #1**
- **CREDIT: 2020 Emergency Seawall Repairs**: 324,000 LF
  - Unit Price: $-576.38
  - Scheduled Value: $-186,747.12
  - Previous: 0.00%
  - Previous Appl: 0.00%
  - Comp Qty% This Period: 100.00%
  - Comp Amt This Period: $-186,747.12
  - Completed and Stored: 100.00%
  - Balance: $0.00
  - Stored Material: $0.00

**Change Order #2**
- **CREDIT: Direct Material Purchase order (seawall panels)**: LS
  - Unit Price: $0.00
  - Scheduled Value: $-1,028,786.50
  - Previous: 0.00%
  - Previous Appl: 0.00%
  - Comp Qty% This Period: 100.00%
  - Comp Amt This Period: $-1,028,786.50
  - Completed and Stored: 100.00%
  - Balance: $0.00
  - Stored Material: $0.00

**Report Totals**
- Total: $16,233,679.38
- Comp Amt: $415,312.14
- Balance: $5,616,367.24
REQUISITION FOR SERIES 2019 PROJECT

The undersigned, an Authorized Officer of Harbor Bay Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as successor in trust to SunTrust Bank, as trustee (the "Trustee"), dated as of August 1, 2001 (the "Master Indenture"), as amended and supplemented by the Third Supplemental Trust Indenture from the District to the Trustee, dated as of August 1, 2019 (the "Third Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 2019-04

(B) Name of Payee: CMI Limited Co.

P.O. Box 746418

Atlanta, FL 30374

(C) Amount Payable: $79,517.71

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Payment and performance bonds issued pursuant to that certain Agreement between Owner and Design-Builder on the Basis of a Stipulated Price dated July 11, 2019, as amended and assigned.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019A-1 Acquisition and Construction Subaccount

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A-1 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

By: _______________________
   Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer
INVOICE

BILL TO: Harbor Bay C.D.D
c/o Patricia Thibault
250 International Pkwy
Suite 280
Lake Mary, FL 32746

SHIP TO: Harbor Bay C.D.D
c/o Earth Tech Enterprises
205 Manns Harbor Drive
Apollo Beach, FL 33572

<table>
<thead>
<tr>
<th>ORDER NO</th>
<th>ORDER DATE</th>
<th>CUSTOMER NUMBER</th>
<th>LOCATION</th>
<th>SALES REPRESENTATIVE</th>
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<th>JOB NUMBER</th>
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<td>03/10/2020</td>
<td>39003</td>
<td>GEO</td>
<td>Al Swigonski</td>
<td>MASTER SEAWALL</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM NUMBER DESCRIPTION</th>
<th>QTY ORDERED</th>
<th>QTY SHIPPED</th>
<th>UNIT PRICE</th>
<th>UNIT OF MEASURE</th>
<th>EXTENDED PRICE</th>
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<tr>
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<td>152.42</td>
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<td>1</td>
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COMMENTS: Invoices over 30 days are subject to a 1.5% monthly finance charge

TERMS: Net 30 Days

Remit address for payments only: CMI LIMITED CO.
PO BOX 746418
ATLANTA GA 30374-6418

SUBTOTAL 79,517.71

SUBTOTAL 79,517.71

BALANCE DUE 79,517.71
REQUISITION FOR SERIES 2019 PROJECT

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(A) Requisition Number: 2019-05

(B) Name of Payee: CMI Limited Co.

P.O. Box 746418

Atlanta, FL 30374

(C) Amount Payable: $79,517.71

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

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OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.
INVOICE

INVOICE NO: 68250
PAGE: Page 1 of 1

INVOICE DATE: 4/9/20

BILL TO: Harbor Bay C.D.D  
c/o Patricia Thibault  
250 International Pkwy  
Suite 280  
Lake Mary, FL 32746

SHIP TO: Harbor Bay C.D.D  
c/o Earth Tech Enterprises  
205 Manns Harbor Drive  
Apollo Beach, FL 33572

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<th>ORDER NO</th>
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<td>03/10/2020</td>
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<td>GEO</td>
<td>Al Swigonski</td>
<td>MASTER SEAWALL</td>
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</tr>
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<tr>
<td>UC30 - Grey - 16ft (18&quot;)</td>
<td>504</td>
<td>504</td>
<td>152.42</td>
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<td>76,817.71</td>
</tr>
<tr>
<td>Freight - UC Bristol</td>
<td>1</td>
<td>1</td>
<td>2,700.00</td>
<td>EA</td>
<td>2,700.00</td>
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Amount Certified: $79,517.71

By: __________________________ Date: 4/13/2020

COMMENTS: Invoices over 30 days are subject to a 1.6% monthly finance charge

TERMS: Net 30 Days

Remit address for payments only: CMI LIMITED CO.
PO BOX 746418
ATLANTA GA 30374-6418

GatorDock & Marine

Mantle Industries
Agenda Request

To: Board of Supervisors

From: Matt Davis/Burby Engineering

Date: 2/21/20

Subject: Upland Claims Inspection invoice

***ISSUE:***
Request the Board to approve Burby Engineering invoice for inspections and process coordination on over 20 upland claims

***ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)***
Third party engineering for Uplands Claim process. Perform independent inspections and coordinate quotes from vendors for identified upland claim repairs.

***EXPECTED COMPLETION DATE:***
March 15, 2020

***DECISION TO BE MADE:***
Consideration of approval of invoice to be paid.

***ATTACHMENTS:***
Burby Engineering E17-057 invoice #1686
# Invoice

**Bill To**

| Harbor Bay Community Dev. District  |
| ---:
| c/o Matthew G. Davis, Esq.  |
| Mills Paskert Divers  |
| 100 N Tampa Street, Suite 3700  |
| Tampa, FL 33602  |

**Service**

| Engineering  |

---

<table>
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<tr>
<th>Date</th>
<th>Invoice #</th>
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<tr>
<td>2/21/2020</td>
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**Project**

| E17-057 Harbor Bay Comm. District |

**Terms**

| Due on receipt |

## Description

### PROGRESS INVOICE

**Principal Engineer:** Jason M. Burby, PE, CGC

**Principal Engineer:** Glazer Claim: Prepare contractor cost estimates. Review Cardno report, site observation photographs, and contractor proposals. Submit repair cost estimates to Client. (11/15)

1 250.00 250.00

**Principal Engineer:** Carley Claim: Coordination and review of paver quote. (11/21)

0.25 250.00 62.50

**Principal Engineer:** Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, & Parry Claims: Review claims and coordinate with Helicon, Casey Messer. (12/11)

1 250.00 250.00

**Principal Engineer:** Site Visit: Do/Dang, Cross, LaFon, Cantrell, Nichols, Katz, Dyer, Erickson, Driscoll, Charter, Cassano, Davis, & Davis, Claims: Review documents. Measure wall, dig to expose type of foundation, measure cracks, meet with Helicon, and photograph surrounding conditions. Portal-to-portal travel. (1/8)

8 250.00 2,000.00

**Principal Engineer:** Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, & Preston Claims: General project coordination. Review claims and coordinate with Helicon, Best Made Fence, Quality Brick Pavers, and other contractors for quotes. Develop repair cost estimates based on Cardno reports and coordinate with contractors to obtain quotes. (12/19, 1/9, 1/10, 1/13, 1/17, 1/21, 1/22)

7.25 250.00 1,812.50

**Principal Engineer:** Site Visit: Maysles, Caskey, Lucas, Cates, Granowicz, Martin, Lubelski, Kilcoyne, Hess, Lawrence, and Parry Claims: Site visit to observe site conditions reported and coordination with contractors regarding repair work. Portal-to-portal travel and post-process data. (1/21, 1/22)

7.5 250.00 1,875.00

**Principal Engineer:** Site Visit: Site visit to observe site conditions reported and coordination with contractors regarding repair work. Portal-to-portal travel and post-process data. (1/21, 1/22)

14.5 250.00 3,625.00

---

| Total |

### Balance Due

Thank you for your business. Call if you have questions.
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<td>Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne,</td>
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<tr>
<td></td>
<td>LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden,</td>
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<td></td>
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<tr>
<td></td>
<td>&amp; Preston Claims: Additional review of foundation proposals and phone call</td>
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<tr>
<td></td>
<td>with Helicon. (1/30)</td>
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<td>Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne,</td>
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<td>LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp;</td>
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<td>Preston Claims: Review technician's summary of Helicon changes and review</td>
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<td>information requested by Client. (2/19)</td>
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<td>&amp; Parry Claims: Coordination with Helicon regarding clarifications with its</td>
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<tr>
<td></td>
<td>proposals. Additionally, determining which claims Helicon might have</td>
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<td></td>
<td>already completed. Coordination regarding Martin and Caskey footing (rock)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>vs. chemical grout. Coordinate with Helicon for revised proposal. Update</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>file. Additionally, review Golden Preston claim site observation photographs and verify scope of work with contractor quotes. Phone call with Helicon regarding Cates pertaining to the use of both chemical grout and helical piles. Helicon advised that he thought that chemical grout was needed at the pavers but the Cardno report does not include the pavers in the claim. Coordination with Client regarding this issue. Further, additional coordination with Helicon regarding Lucas, Davis (5721), Kilcoyne, and Cates regarding if Helicon verified the condition of the footings since it already provided the owners with a proposal prior to Burby Engineering's involvement on these four claims. Helicon reported that it did not verify the footing type. Coordination Client regarding need to check these 4 types of footings. (2/20)</td>
<td></td>
<td></td>
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<td>30.00</td>
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<td></td>
<td>Erickson, Driscoll, Charter, Cassano, Davis, and Davis Claims: 50 miles</td>
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<td>round trip x 0.60. (1/8)</td>
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<tr>
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<td>Dyer, Erickson, Driscoll, Charter, Cassano, Davis, and Davis claims: (1/8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mileage Principal Engineer: Maysles, Caskey, Lucas, Gates, Granowicz, Martin,</td>
<td>30.00</td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td>Lubelski, Kilcoyne, Hess, Lawrence, and Parry Claims: 50 miles round trip</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>x 0.60. (1/21)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tolls Principal Engineer: Maysles, Caskey, Lucas, Gates, Granowicz, Martin,</td>
<td>5.11</td>
<td>5.11</td>
</tr>
<tr>
<td></td>
<td>Lubelski, Kilcoyne, Hess, Lawrence, and Parry Claims: (1/21)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

Balance Due

Thank you for your business. Call if you have questions.
**Bill To**
Harbor Bay Community Dev. District  
c/o Matthew G. Davis, Esq.  
Mills Paskert Divers  
100 N Tampa Street, Suite 3700  
Tampa, FL 33602

**Service**
Engineering

<table>
<thead>
<tr>
<th>Project</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>E17-057 Harbor Bay Comm. District</td>
<td>Due on receipt</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 9        | TECHNICIAN: Footing Investigation (Steve Cohen & Jeff Deck)  
12        | Technician (Steve Cohen): Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, & Parry Claims: Dig holes to expose type of foundation. Fill holes after inspection of foundation. Portal-to-portal travel. (1/8, 1/9, 1/10) | 100.00 | 900.00 |
| 0.5      | Technician: Carley Claim: Emails and phone calls with Quality Brick Pavers, Jay Bobier, for quote. (11/7, 11/19) | 100.00 | 50.00 |
| 31.25    | Technician: Three Site Visits: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, & Parry Claims: Measure wall, measure cracks, meet with Helicon, and photograph surroundings. Portal-to-portal travel. (1/8, 1/9, 1/10) | 100.00 | 3,125.00 |
| 20.75    | Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, & Parry Claims: Review photographs and field notes and scope of work for each claim based on Cardno report. (1/13, 1/14, 1/15, 1/17, 1/20, 1/21) | 100.00 | 2,075.00 |
| 3.75     | Technician: Site Visit: Cantrell, Katz, Charter, Davis (5721) Claims: Site meeting with Quality Brick Pavers, Jay Bobier, to identify scope of work to be quoted. Portal-to-portal travel. (1/16) | 100.00 | 375.00 |
| 0.75     | Technician: Cross, Charter Claims: Solicited contractors (Pool Doctor, Trendsetter Pools, and Echo Pools) for quotes. No response from any of these contractors. (1/17) | 100.00 | 75.00 |
| 6.75     | Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, & Parry Claims: Phone calls with Best Made Fence, Kevin Parlypno, Hecker Marine, Ladonna Beightel, Helicon, Casey Messer, and BCS Services, Logan Remus, to obtain contractor quotes for various claims. Discuss scope of work based on Cardno reports. (1/20, 1/21, 1/22, 1/24) | 100.00 | 675.00 |

**Total**

**Payments / Retainer**

**Balance Due**

Thank you for your business. Call if you have questions.
**Bill To**
Harbor Bay Community Dev. District  
c/o Matthew G. Davis, Esq.  
Mills Paskert Divers  
100 N Tampa Street, Suite 3700  
Tampa, FL 33602

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<th>Quantity</th>
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<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.25</td>
<td>Technician: Site Visit: Do/Dang, Katz, Dyer, Charter, Kilcoyne, Lucas, Martin, &amp; Lubelski claims: Meeting on site with Best Made Fence, Kevin Parlypano to review scope for quotes. (1/21)</td>
<td>100.00</td>
<td>225.00</td>
</tr>
<tr>
<td>3.5</td>
<td>Technician: Site Visit: Granowicz, Martin, Lubelski, Hess, Lawrence, and Parry Claims: Site inspection with Principal Engineer to review site conditions and review photograph conditions. Post-process photographs. (1/21)</td>
<td>100.00</td>
<td>350.00</td>
</tr>
<tr>
<td>4.25</td>
<td>Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry Claims: Update field notes spreadsheet data with revised quotes, and review with Principal Engineer. (1/22, 1/30, 1/31)</td>
<td>100.00</td>
<td>425.00</td>
</tr>
<tr>
<td>7.25</td>
<td>Technician: Site Visit: Golden &amp; Preston Claims: Prepare data for site inspection. Review documents. Measure wall, dig to expose type of foundation, measure cracks, meet with Helicon, and photograph surrounding conditions. Portal-to-portal travel. (1/23)</td>
<td>100.00</td>
<td>725.00</td>
</tr>
<tr>
<td>1</td>
<td>Technician: Site Visit: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp; Preston Claims: Meeting separately with Apollo Pools, Paul Pignataro, and BCS Services, Logan Remus, regarding scope of paver repairs. (1/23)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>1</td>
<td>Technician: Do/Dang, Katz, Dyer, Kilcoyne, Lucas, Charter, and Martin Claims: Phone call with Best Made Fence, Kevin Parlypano, for clarification of scope. (1/27, 1/30, 2/3)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>1</td>
<td>Technician: Cantrell, Cassano, Charter, Cross, Katz, and Lubelski: Received, reviewed, and documented paver quotes. Called Quality Brick Pavers to advise one residence is missing from quotes. (1/28)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>5</td>
<td>Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp; Preston Claims: Review Helicon quotes with Principal Engineer and request additional information and clarification from Helicon regarding multiple quotes. (1/29)</td>
<td>100.00</td>
<td>500.00</td>
</tr>
<tr>
<td>0.25</td>
<td>Technician: LaFon Claim: Review Hecker Construction quote. Phone conversation with Hecker Construction, Ladonna Beightel, regarding clarification of quote. (1/29)</td>
<td>100.00</td>
<td>25.00</td>
</tr>
</tbody>
</table>

**Total**

**Balance Due**

Thank you for your business. Call if you have questions.
# Invoice

**Bill To**

Harbor Bay Community Dev. District  
c/o Matthew G. Davis, Esq.  
Mills Paskert Divers  
100 N Tampa Street, Suite 3700  
Tampa, FL 33602

**Service**

Engineering

<table>
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<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp; Preston Claims: Review scope of work shown in contractor's quotes with Cardno reports for all locations, update emails, and attach quotes from all vendors. Verify all dates and amounts of quotes. (2/3, 2/4, 2/7, 2/10, 2/13)</td>
<td>100.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>0.25</td>
<td>Technician: Cross, Charter, Katz, Kilcoyne, Driscoll, and Maysles Claims: Phone call to Apollo Pools, Paul Pignataro, to review and clarify limited scope of quote to only Cross and Charter. (2/3)</td>
<td>100.00</td>
<td>25.00</td>
</tr>
<tr>
<td>1.5</td>
<td>Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp; Preston Claims: Phone conversation with BCS Services, Logan Remus, regarding general quote request questions and further clarification regarding wall crack/separation repair work. (2/3, 2/4, 2/7, 2/11)</td>
<td>100.00</td>
<td>150.00</td>
</tr>
<tr>
<td>1</td>
<td>Technician: Cantrell, Charter, Cross, and Do/Dang Claims: Review quotes received and discuss revisions and scope of work involvement with BCS Services, Logan Remus. (2/6)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>1.5</td>
<td>Technician: Do/Dang, Katz, Dyer, Charter, Kilcoyne, Lucas, and Martin Claims: Received quotes from Best Made Fence, Kevin Parlypano, and prepare quote emails. (2/10, 2/11)</td>
<td>100.00</td>
<td>150.00</td>
</tr>
<tr>
<td>0.25</td>
<td>Technician: Cross &amp; Charter Claims: Follow-up phone call to Apollo Pools, Paul Pignataro, to review and document quotes needed for spa and pool coping repair. (2/10)</td>
<td>100.00</td>
<td>25.00</td>
</tr>
<tr>
<td>0.25</td>
<td>Technician: Martin, Hess, Davis (5725), Lawrence, Cassano, Maysles, and Preston Claims: Phone call with Helicon, Casey Messer, regarding status of quotes. (2/17)</td>
<td>100.00</td>
<td>25.00</td>
</tr>
<tr>
<td>1.25</td>
<td>Technician: Caskey Claim: Review / update estimated claim and forward to Attorney Matthew Davis. (2/17)</td>
<td>100.00</td>
<td>125.00</td>
</tr>
<tr>
<td>3</td>
<td>Technician: Cross, Granowicz, Martin, Dyer, Hess, Davis (5725), Lawrence, Cassano, Maysles, and Preston Claims: Continue to document remaining outstanding quote revisions/changes from Helicon. (2/18)</td>
<td>100.00</td>
<td>300.00</td>
</tr>
</tbody>
</table>

**Total**

**Balance Due**

Thank you for your business. Call if you have questions.
**Bill To**

Harbor Bay Community Dev. District  
C/o Matthew G. Davis, Esq.  
Mills Paskert Divers  
100 N Tampa Street, Suite 3700  
Tampa, FL 33602

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**Invoice**

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>2/21/2020</td>
<td>1686</td>
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</tbody>
</table>

**Service**

Engineering

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**Project**

E17-057 Harbor Bay Comm. District

**Terms**

Due on receipt

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<table>
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<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5</td>
<td>Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp; Preston Claims: Organize paper and electronic file copies for file, backcheck pricing, and update field notes spreadsheet data. (2/18)</td>
<td>100.00</td>
<td>450.00</td>
</tr>
<tr>
<td>1</td>
<td>Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp; Preston Claims: Created spreadsheet for analysis and comparison of Helicon quotes per site location requirements, noted variances and need for further clarification/justification from Helicon. (2/19)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>2.25</td>
<td>Technician: Cassano, Davis (5725), Maysles, Martin, Parry, Golden, and Preston Claims: Review clarified / revised quotes and email explanations from Helicon with Principal Engineer. (2/20)</td>
<td>100.00</td>
<td>225.00</td>
</tr>
<tr>
<td>1.25</td>
<td>Technician: Kilcoyne, Davis (5721), Lucas, and Cates Claims: Review with Principal Engineer and Helicon, Casey Messer, quotes and clarification of existing foundation conditions at site quoted prior to BEI involvement; email to Property Manager requesting access to those locations to verify foundation types and conditions. (2/20)</td>
<td>100.00</td>
<td>125.00</td>
</tr>
<tr>
<td>1.5</td>
<td>Technician: Cross &amp; Charter Claims: Review pool contractors with no response (Pool Doctor, Trendsetter Pools, &amp; Echo Pools), Apollo Pools quotes, additional potential pool/spa contractor, Creative Resurface, with Principal Engineer. Phone calls and follow-up email to Creative Pools with pertinent photos to request quotes for pool/spa work. (Referred to Chris Raymond for this area of Florida). (2/20)</td>
<td>100.00</td>
<td>150.00</td>
</tr>
<tr>
<td>0.5</td>
<td>Technician: Martin &amp; Parry Claims: Revise / update estimated claim and forward to Attorney Matthew Davis. (2/20)</td>
<td>100.00</td>
<td>50.00</td>
</tr>
<tr>
<td>0.5</td>
<td>Technician: Cross &amp; Charter Claims: Email preliminary estimate to Attorney Matthew Davis. (2/20)</td>
<td>100.00</td>
<td>50.00</td>
</tr>
<tr>
<td>0.25</td>
<td>Technician: Cates Claim: Email to Helicon, Casey Messer, requesting him to remove chemical grout portion of quote, based on scope of work outlined by Cardno, and resubmit. (2/20)</td>
<td>100.00</td>
<td>25.00</td>
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<tr>
<td>1</td>
<td>Mileage Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do-Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, &amp; Preston Claims: 150 miles round trip x 0.60. (1/8, 1/9, 1/10)</td>
<td>90.00</td>
<td>90.00</td>
</tr>
</tbody>
</table>

**Total**

**Payments / Retainer**

---

**Balance Due**

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Thank you for your business. Call if you have questions.
## Invoice Details

**Date:** 2/21/2020  
**Invoice #:** 1686

**Service:** Engineering

### Bill To
Harbor Bay Community Dev. District  
c/o Matthew G. Davis, Esq.  
Mills Paskert Divers  
100 N Tampa Street, Suite 3700  
Tampa, FL 33602

### Project
E17-057 Harbor Bay Comm. District

### Terms
Due on receipt

### Description

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</thead>
<tbody>
<tr>
<td>1</td>
<td>Mileage Technician: Cantrell, Katz, Charter, and Davis (5721) Claims: 50 miles round trip x 0.60. (1/16)</td>
<td>30.00</td>
<td>30.00</td>
</tr>
<tr>
<td>1</td>
<td>Mileage Technician: Do/Dang, Katz, Dyer, Charter, Kilcoyne, Lucas, Martin, Lubelski, Granowicz, Hess, Lawrence, and Parry Claims. 50 miles round trip x 0.60. (1/21)</td>
<td>30.00</td>
<td>30.00</td>
</tr>
<tr>
<td>1</td>
<td>Mileage Technician: Golden &amp; Preston Claims: 50 x 0.60. (1/23)</td>
<td>30.00</td>
<td>30.00</td>
</tr>
<tr>
<td>1</td>
<td>Tolls Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, &amp; Parry Claims: (1/8, 1/9, 1/10)</td>
<td>8.21</td>
<td>8.21</td>
</tr>
<tr>
<td>1</td>
<td>Tolls Technician: Cantrell, Katz, Charter, and Davis (5721) Claims: (1/16)</td>
<td>3.46</td>
<td>3.46</td>
</tr>
<tr>
<td>1</td>
<td>Tolls Technician: Do/Dang, Katz, Dyer, Charter, Kilcoyne, Lucas, Martin, Lubelski, Granowicz, Hess, Lawrence, and Parry Claims. (1/21)</td>
<td>3.01</td>
<td>3.01</td>
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<tr>
<td>1</td>
<td>Tolls Technician: Golden &amp; Preston Claims: (1/23)</td>
<td>4.38</td>
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<td>Meals Technician: Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, &amp; Parry Claims: (1/8, 1/9, 1/10)</td>
<td>26.80</td>
<td>26.80</td>
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<tr>
<td>1</td>
<td>Meals Technician: Golden &amp; Preston Claims: (1/12/3)</td>
<td>2.78</td>
<td>2.78</td>
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<tr>
<td>1</td>
<td>Color Printing: Field Notes Compilation Sheet. Hecker Quote. 5 sheets x 0.85. (1/24)</td>
<td>4.25</td>
<td>4.25</td>
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</tbody>
</table>

**ADMINISTRATION:** Vivian Tyson  

18.25 Administrative: Carley, Glazer, Cantrell, Caskey, Cassano, Cates, Charter, Cross, Davis, Davis, Do/Dang, Driscoll, Dyer, Erickson, Granowicz, Hess, Katz, Kilcoyne, LaFon, Lawrence, Lubelski, Lucas, Martin, Maysles, Nichols, Parry, Golden, & Preston Claims: General administrative assistance. Project coordination and scheduling multiple site visits with Property Manager, Client, multiple contractors, Engineer, and Technicians. Administrative, file handling and processing. (11/7, 11/15, 11/19, 11/21, 12/4, 12/9, 12/10, 12/11, 12/13, 12/17 12/19, 12/20, 12/31, 1/2, 1/3, 1/7, 1/8, 1/9, 1/10, 1/13, 1/14, 1/22, 1/23, 1/24, 1/27, 1/28, 1/29, 1/30, 1/31, 2/3, 2/4, 2/5, 2/7, 2/10, 2/12, 2/14, 2/19, 2/20, 2/21)

**Total** $28,214.36

**Payments / Retainer** $0.00

**Balance Due** $28,214.36

Thank you for your business. Call if you have questions.

* 3010 West Azeele Street, Suite 150  
  Tampa, FL 33609  
* Phone 813.600.3339  
* Fax 813.438.7011  
* vtyson@burbyengineering.com
AGREEMENT BETWEEN THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is entered into as of this 4th day of March, 2020, by and between:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, with a mailing address of 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the "District"), and

INNERSYNC STUDIO, LTD. LLC, d/b/a CAMPUS SUITE, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 725 Dunwoodie Drive, Cincinnati, Ohio 45230 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to section 189.069, Florida Statutes, the District must maintain an official website containing, at minimum, the statutorily required information ("Website"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("ADA"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as Exhibit A and made a part herein (together, the "Services"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.
SECTION 2.  SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in Exhibit A, which Services include:

A.  INITIAL WEBSITE REMEDIATION. Contractor shall migrate the District’s existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, “WCAG”). Specifically, Contractor shall, at a minimum:

i.  provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;

ii. convert up to fifteen hundred (1500) pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;

iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District’s engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;

iv. provide options to create a District-branded design (colors, logo, etc.);

v. provide Contractor’s ADA compliance shield, seal or certification for display on the Website (“Compliance Shield”);

vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide “mobile friendly” or “mobile versions” of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;

vii. eliminate and prevent any commercial advertising on the Website;

viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of
the Website;

x. provide data back-up and records retention measures as required by Florida law;

xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;

xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;

xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and Exhibit A, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. Maintenance. Starting [April 1], 2020, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

i. remediate new documents, up to seven hundred fifty (750) pages per year, identified by the District to accessible formats for assistive technologies. For any agenda packages, Contractor shall turn around the remediated version within two (2) business days. Any updates or fixes to the agendas requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;

ii. remediate documents in Section 2(B)(i) above to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;

iii. manage and maintain the Website;

iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to
new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;

v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;

vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and Exhibit A, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

C. ADDITIONAL SERVICES. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. providing a point of contact to respond to requests for Website
accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. INITIAL WEBSITE REMEDIATION. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of One Thousand Six Hundred Twenty Dollars ($1,620.00), and an additional Ninety-Eight Cents ($0.98) per page remediated pursuant to Section 2(A)(ii), for conversion of pages in excess of fifteen hundred (1500) pages. The District shall pay Contractor such fee to Contractor upon substantial completion of the Services provided in Section 2(A). If PDF documents set to be migrated to Contractor’s platform are not deemed in need of remediation all or a part of this fee will be waived.

B. MAINTENANCE. For performance of the Services as provided in Section 2(B) of this Agreement, starting [__April 1__], 2020, the District shall pay Contractor One Thousand Five Hundred Fifteen Dollars ($1,515.00) per year, payable in four (4) equal quarterly installments of Three Hundred Seventy-Eight Dollars and Seventy-Five Cents ($378.75). Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District’s Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(i) of up to seven-hundred fifty (750) pages per year (“Annual Max Pages”).

C. ADDITIONAL CONVERSIONS. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents ($0.98) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District’s name, Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, section 218.70, et seq., Florida Statutes, the invoices shall be due and payable within forty-five (45) days of receipt by the District.
SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days’ written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days’ written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor’s performance of the Services, none of which shall be deemed a “work made for hire” under the Copyright Act of 1976 (collectively, “Contractor Materials”), and nothing contained herein shall be construed to restrict, impair, transfer, license,
convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District’s use, and without in any case removing Contractor’s copyright, trademark or other intellectual property ownership notices.

B. **The District Materials; Publicity and Trademarks.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida’s Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor’s Services (collectively, “District Materials”) and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor’s marketing materials (including using the District’s name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, “System”), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District’s System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District’s Website provider, create a back-up copy of all data that may be affected by Contractor’s access to the System.

C. **Right to Display Contractor’s Compliance Shield / Accessibility Policy.** Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such
Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Patricia Thibault (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor’s duty to provide public records relating to this contract, contact the Custodian of Public Records at (321) 263-0132, patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

Section 8. Indemnity.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement. Contractor further agrees that nothing herein shall constitute or be construed as a
waiver of the District’s limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

**SECTION 9. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 10. GENERAL PROVISIONS.**

**A.** **CONFLICTS.** The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

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

**C.** **INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor’s employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor’s supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor’s payments; ii) make state or federal unemployment insurance contributions on Contractor’s behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability
insurance contributions on behalf of Contractor; or v) obtain workers’ compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, “Dispute”) through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Hillsborough, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of forum non conveniens or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 statute, 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.

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

H. Default and Protection against Third-Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in
equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third-party to this Agreement.

I. **Notices.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

   **If to Contractor:** Innersync Studio, Ltd.,
   d/b/a Campus Suite
   752 Dunwoodie Drive
   Cincinnati, Ohio 45230
   Attn: Steven Williams

   **If to District:** Harbor Bay Community Development District
   250 International Parkway, Suite 280
   Lake Mary, Florida 32746
   Attn: District Manager

   **With a copy to:** Hopping Green & Sams PA
   119 South Monroe Street, Suite 300
   Tallahassee, Florida 32301
   Attn: District Counsel

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

J. **Entire Agreement.** This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

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

L. **Assignment.** Neither the District nor Contractor may assign this Agreement
without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party’s reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party’s performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party’s right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
SIGNATURES ON NEXT PAGE
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

[Signature]
Secretary/Assistant Secretary

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Chairperson, Board of Supervisors

WITNESS:

liability company

[Signature]
Print Name: Ted Saul

Exhibit A: Proposal for Services

INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited

[Signature]
By: Steven Williams,
(Title)
CEO
Exhibit A

Proposal for Service
## Pricing

Effective date: 2023-03-00

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<th>Implementation</th>
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<th>Subtotal</th>
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<td>$1,620.00**</td>
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<td>• Monthly site reporting, monitoring and error corrections</td>
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<tr>
<td>• PDF manager dashboard</td>
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| Social Media Manager                                                        | Included  |             |

Total: $3,135.00

*Maximum PDF pages per 12 month period

**Does not include remediation of Historical PDF Documents for website accessibility. Customer is providing documents that meet the WCAG 3.0 requirements.
Statement of work

1. On-boarding of ADA Compliant Website and Remediation of Historical Documents (IF REQUIRED). Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
   1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
   2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
   3. Display an ADA compliance shield, seal, or certification;
   4. Provide options to create a CDD-branded design (colors, logo, etc....)
   5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the site's content for access from tablets or smart phones.
   6. Be free of any commercial advertising;
   7. Be free of any known spyware, virus, or malware;
   8. Secure certification (https)
   9. Secure cloud hosting with fail-overs
   10. Allow for data backups, and record retention as required by law;
   11. Allow for the display a calendar, reservation request form, and newsletter;
   12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
   13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*

2. Domain Fee. The Contractor shall pay the annual fee for the domain name of the District’s website.

3. Maintenance and Management of the Website.
   1. Contractor will manage and maintain the website;
   2. Remediate new documents (not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;*
      1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
   3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
   4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

   1. Every month Contractor will comprehensively audit the website’s compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
   2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
   3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.
   Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.
INVOICE

BILL TO
Harbor Bay CDD  
250 International Parkway  
Suite 280  
Lake Mary, FL  32746

INVOICE #  18424  
DATE  04/01/2020  
DUE DATE  04/16/2020  
TERMS  Net 15

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BALANCE DUE  $4,785.34
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Douglas Ivester

DATE: 2/19/2020

RE: ACPLM Change Order

_____________________________________________________________________

ISSUE: Additional Asphalt for Isle Bay repair

ANALYSIS/INFORMATION: During the initial bid process the only areas that could be measured indicated an asphalt depth of 1.5 to 2 inches. Upon removal of the affected area it was determined that actual depth of asphalt was 2.5 to 3 inches. This resulted in the need for an additional 10 tons of asphalt. The original cost presented for this change order was $1,750.00. After discussion with the contractor they agreed to absorb 750.00 of the original cost.

BUDGET IMPACT: $1,000.00

STAFF RECOMMENDATION: Approve additional amount of asphalt to complete roadway repair.

APPROVED: [Signature]

DATE:
ACPLM, Inc. – Change Order #1

Asphalt & Concrete Parking Lot Maintenance Date: February 19, 2020
P.O. Box 6412
Sun City Center, FL 33571
Ph. – 813 633-0548
Fax – 813 634-2686

Contact Customer Job
Doug Ivester Harbor Bay CDD Harbor Bay CDD
Phone: 727 686-8842 250 International Parkway, Suite 280 107 Manns Harbor Drive
divester@vestapropertyservices.com Apollo Beach, FL 33572 Apollo Beach, FL 33572

ACPLM, Inc. Proposal #10392120

Description of Change(s):
1. During inspection of damaged asphalt, the depth of asphalt appeared to be 1.5”.
2. During removal of asphalt, it was revealed in other areas to be 3” of asphalt.
3. 10 additional tons of Type S-3 hot mix asphalt are necessary for the entire job.
4. The additional cost for labor, dump and material is $1,750. ACPLM will credit $750 of this cost to make the total addition to the change order $1,000.00

Original Contract Amount $4,550.00
Sum of Previous Charges $ .00
This Change Order Amount $1,000.00
Present Agreement Amount $5,550.00

ACPLM Authorized Signature Joshua Troyer
Joshua Troyer
Cell 513 546-6166 jtroyer@acplm.net

Please advise if there are any questions or if the information is incorrect. Please sign and return to ACPLM, Inc.

Date of Acceptance 2-19-2020

Customer’s Signature

Office: 813.633.0548
Fax: 813.634.2686
www.acplm.net
www.sealcoatingamerica.com
P.O. Box 6412
Sun City Center, FL 33571
TO: Board of Supervisors ("Board")
Harbor Bay Community Development District ("District")

FROM: Douglas Ivester

DATE: 2/20/2020

RE: Playground ladder

__________________________________________

ISSUE: Circus ladder on club house playground structure is broken.

BUDGET IMPACT: $1,158.79

STAFF RECOMMENDATION: Replace ladder.

__________________________________________

APPROVED: [Signature]

DATE: 2/21/2020
**Proposed** Vesta Property Services, Inc  
**To:** MiraBay Clubhouse  
245 Riverside Avenue  
Jacksonville, FL 32202  

**Attn:** Douglas Ivester

**Ship** MiraBay Clubhouse  
To: 107 Manns Harbor Dr  
Apollo Beach, FL 33572-3340  

**Attn:** Douglas Ivester

**Bill** Harbor Bay Community Development District  
To: MiraBay Clubhouse  
250 International Pkwy Ste 280  
Lake Mary, FL 32746-5018  

**Attn:** Douglas Ivester

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**Project No:** 2849  
**Proposal No:** 2849.463  
**Proposal Date:** 2/17/2020  
**For Questions Contact:** Carrie Humbert  
☎ 407-853-3570  
✉ carrie@repservices.com

**Vendor:** Landscape Structures  
**Proj Drawings:** 572671

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**Freight:** Prepaid  
**Ship Method:** UPS Ground  
**FOB:** Destination  
**Weight:** 4 lbs  
**Freight Charge:** $105.00  
**Landscape Structures Total:** $1,158.79

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**General Terms of Sale and Proposal Summary**

100% of product prior to fabrication

**Product:** $1,053.79  
**Freight:** $105.00  
**Proposal Total:** $1,158.79

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**Notes**

This proposal is for parts and freight only. LSI request #1143334-01-01

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney’s fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

---

**Accepted By:**

Harbor Bay Community Development District

**Company Name**  
**Authorized By**  
**Printed Name**  
**Date**

As Its: __________________________ (Title)
AGREEMENT BETWEEN THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND SOLITUDE LAKE MANAGEMENT, LLC FOR FOUNTAIN INSTALLATION SERVICES

This Agreement ("Agreement") is made and entered into this 20th day of December, 2020 ("Effective Date"), by and between:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, with a mailing address of 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District"), and

SOLITUDE LAKE MANAGEMENT, LLC, a foreign limited liability company, whose principal address is 3842 Ironbridge Boulevard, Unit 2, Fort Myers, Florida 33916 ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Act"), by ordinance adopted by the Board of County Commissioners of Hillsborough County, Florida;

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including those certain fountains shown on the attached map ("Pond Fountains") attached as Exhibit B, and incorporated herein by this reference;

WHEREAS, the District wishes to retain an independent contractor to supply and install certain fountain equipment in the Pond Fountains (the "Equipment") and removal and proper disposal of debris from the replaced Pond Fountains, all as consistent with the scope of services and the description of the Equipment set forth in the attached Exhibit A, which is incorporated herein by this reference, including, without limitation, all materials and labor (the "Services"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such Services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:
SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES; TERM.

A. Contractor agrees to provide all materials, tools, skill and labor necessary to perform the Services, as described in Exhibit A. The Services shall include any effort specifically required by this Agreement and Exhibit A reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in Exhibit A, including but not limited to, the Equipment, all tools, supplies, insurance, and other materials or services (including without limitation all packing, loading, or freight) necessary to deliver and install the goods. To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.

B. Contractor shall commence Services no later than two (2) weeks after execution of this Agreement, and shall complete such Services within thirty (30) calendar days (the “Completion Date”), unless extended in writing by the District, in its sole discretion, or terminated earlier in accordance with the terms of this Agreement. Time is of the essence with respect to the Services, and Contractor shall not deviate from the schedule without District’s prior written consent. District may terminate this Agreement or any part thereof or reject delivery of goods or the performance of Services if such delivery or performance is not in material accordance with the specifications of this Agreement, including the schedule. Contractor shall indemnify the District for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor’s reasonable control.

C. In addition to the specific warranties provided in the attached Exhibit A and any additional manufacturer warranties, Contractor warrants that the title to Equipment conveyed shall be good and that the transfer of the Equipment shall be rightful. The Equipment shall be free from any security interest or lien, and the Equipment shall conform to the description herein stated and any specifications provided by the District. The Equipment shall be of merchantable quality and shall be fit for the use intended, including but not limited to meeting the 2010 ADA specifications/design standards. Contractor agrees, without prejudice to any other rights District may have, to replace or otherwise remedy any defective Equipment without further cost to the District or, at the District’s option, to reimburse the District for its cost of replacing defective Equipment. All Equipment is subject to inspection by the District before, upon, and within a reasonable time after delivery. Equipment shall not be replaced without District’s prior written instructions. Any acceptance by the District shall not prevent the District from later rejecting non-conforming Equipment. The warranty provided herein shall survive the completion or termination of this Agreement and is in addition to any warranties provided by law.
D. Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District’s specifications as may be promulgated by the District from time to time.

E. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

F. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of services satisfactorily completed and for materials actually incorporated into the Services.

G. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

H. Contractor shall report directly to the District Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor’s activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.

I. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. The District shall pay Contractor an amount of Thirty-Three Thousand Eight Hundred Eighty Dollars ($33,880.00) (the “Contractor Compensation”) for the Services and the provision of the Equipment, as identified in Exhibit A. This compensation includes all materials and labor provided for in Exhibit A, permitting, installation, shipping and delivery costs, and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. The District shall remit to the Contractor Fifty Percent (50%) of the total payment amount at the time of the execution of this Agreement, and Fifty Percent
(50%) after installation of all Equipment and the District is satisfied with and has accepted the Services as set forth in this Agreement. Additionally, in the event that the Completion Date is delayed for any reason, not otherwise agreed to in writing, the Contractor Compensation shall be reduced by an amount of Six Hundred Dollars ($600) per week after the Completion Date that Contractor fails to complete the Services ("Completion Credit"); provided, however, that in no event shall the Completion Credit exceed Three Thousand and 00/100 Dollars ($3,000.00).

B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. DELIVERY. Installation shall conform to industry best practices, including but not limited to, securing all Equipment. Installation must be performed by a licensed contractor. Further, the Equipment must be installed in a manner that complies with all applicable laws, including but not limited to the 2010 ADA Standards for Accessible Design, as may be and has been amended from time to time. The Contractor accordingly bears the risk of damage or loss until the shipment arrives at said facility.

SECTION 5. WARRANTY; DAMAGE TO PROPERTY. The Contractor warrants to the District that all Equipment furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, and any other warranties as set forth in Exhibit A, all Services provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Services by the District or such other term as described in Exhibit A, whichever is greater. Contractor shall replace, or repair
warranted items to the District’s satisfaction and at the District’s discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 6. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

- **Workers’ Compensation**
  - **Statutory**

- **General Liability**
  - **Bodily Injury (including contractual)**
    - $1,000,000
  - **Property Damage (including contractual)**
    - $1,000,000

- **Automobile Liability (if applicable)**
  - **Bodily Injury and Property Damage**
    - $1,000,000

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

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

SECTION 7. INDEMNIFICATION.

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

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

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District’s sovereign immunity or the District’s limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, 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 such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District’s property free from any materialmen’s or mechanics’ liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor’s performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days’ written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days’ written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement, including the Permits identified in Exhibit A, shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument, together with Exhibit A, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Exhibit A is incorporated herein only to the extent that it states the Services for the labor and materials to be provided under this Agreement. To the extent of any conflict between this instrument and Exhibit A, this instrument shall control.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

A. If to District: Harbor Bay Community Development District [PRIOR TO DECEMBER 16, 2019] 9428 Camden Field Parkway Riverview, Florida 33578 [AFTER DECEMBER 16, 2019] 250 International Parkway, Suite 280 Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Hopping Green & Sams PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
B. If to Contractor:

Solitude Lake Management, LLC
3842 Ironbridge Boulevard, Unit 2
Fort Myers, Florida 33916
Attn: Chris Bryne

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is: (i) Joe Roethke until December 16, 2019; and (ii) Patricia Thibault
after December 16, 2019 ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (I) IF PRIOR TO DECEMBER 16, 2019, (813) 933-5571, JROETHKE@RIZZETTA.COM, 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578; OR (II) IF AFTER DECEMBER 16, 2019, PATRICIA.COMINGS-THIBAULT@DPFG.COM, (321) 263-0132, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with
the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

[Signature]
Secretary / Assistant Secretary

WITNESS:

[Signature]
By: [Name]

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Chairperson, Board of Supervisors

SOLITUDE LAKE MANAGEMENT, LLC, a foreign limited liability company

[Signature]
By: Trina L. Duncan
Its: Business Manager

Exhibit A: Scope of Services
Exhibit B: Map of Pond Fountains
Exhibit A:
Scope of Services

Contractor shall provide all Equipment, materials, tools, skill, supervision and labor necessary to provide the following Services on the following page.
**FOUNTAIN INSTALLATION CONTRACT**

PROPERTY NAME: Harbor Bay CDD  
CONTRACT DATE: August 15, 2019  
SUBMITTED TO: Bill Niece  
SUBMITTED BY: Chris Byrne  
SPECIFICATIONS: Sites #1 and #2

Fountain Installation:

Contractor will install the following floating surface aerators:

2 Aquamaster Master Series 7.5 HP (208-240V/3PH)**

Each includes:
- Captive Nozzles
- Stainless Steel Intake Debris Screen
- 175 ft. of underwater power cable
- Underwater Oil Cooled motor w/ Thermal Protection
- Control Panel (UL Listed / NEMA Rated)
- GFCI Protection Breaker
- Control Breaker
- Motor Starter / Contactor
- Motor Overload Protection Assembly
- Automatic Digital Programmable Timer*
- Control Fuse Protection
- Motor Start & Run Capacitors**

All labor and parts necessary for proper installation

* Automated digital timer that includes complete daily programmability, automatic adjustments for daylight savings time, battery backup, etc., so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.

  - Easy programming with daily, weekly & impulse programming (up to 20 events)
  - LED power indicator
  - LCD screen display
  - Lithium battery for memory backup
  - Three-way operation manual
  - Digital Electronics time switch
  - One touch, multi-functional keys

Confidentially Sensitive & Proprietary Materials - The information contained herein is the intellectual property of Solitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of Solitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SOLITUDELAKEMANAGEMENT.COM  
BBD 480 LAKE (5253)
**Motor capacitors being placed in the fountain control panel instead of being built into the fountain motor power unit helps to provide much simpler and cost-effective ongoing maintenance and improves overall durability and long term performance of the fountain motor.**

**For all three-phase units customer must provide 208/240V power source with a 3-pole breaker for fountain control panel electrical connection, and a suitable structure adjacent to the power source to which the control panel will be mounted. Power Source must be configured with 4 wire (3 huts + 1 neutral) and 1 ground wire for Control Panel to be connected. SOLitude Lake Management is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer’s electrician who is responsible for providing the necessary electrical service as described above.**

**The cost for installation is based on the assumption that power is available within 30 feet of the pond and that no obstacles exist between the power source and the pond (i.e., concrete/ashphalt walkways, retaining walls, utilities, landscaped areas, trees).**

**Lighting Installation**

1. Floating Fountains will include the AquaMaster LED Lighting Package each includes:
   - 4 Underwater Lights (35 Watt)
   - Lighting Control mounted in the Fountain Control Panel
   - GFCI Protection Breaker
   - Control Breaker
   - Automatic Digital Programmable Timer
   - Control Fuse Protection
   - 175 ft. of underwater power cable
   - All labor and parts necessary for proper installation

* Automated digital timer that includes complete daily programmability, automatic adjustments for daylight savings time, battery backup, etc. to allow elimination of the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.

* Easy programming with daily, weekly & impulse programming (up to 20 events) LEU power indicator LCD screen display Lithium battery for memory backup Three-way operation manual

**Copyright Notice & Proprietary Materials**
The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.
Digital Electronics time switch
One touch, multi-functional keys

General:
1. Contractor is an AquaMaster Certified Sales, Service, and Repair Company.
2. All electrical work performed as part of the above installation will be done in accordance with all state and local codes, by a person licensed to perform such work.
3. All AquaMaster Fountains & Aeration are total component UL LISTED (includes control panel, underwater cable, and power unit).
4. Contractor will maintain all equipment necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
5. Contractor will furnish personnel, equipment, boats, materials, and other items required to complete the work on the schedule provided.
6. Contractor is dedicated to environmental stewardship in all of its work, including the recycling of plastic, cardboard, paper, and other recyclable materials generated in the course of its work.
7. Contractor will maintain general liability and workman's compensation insurance.
8. While SOLitude Lake Management makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible that hidden conditions on the site might be found during the performance of the contract work, which would result in additional time or material costs. Should this occur, the customer will be notified of the unforeseen circumstances or conditions and be responsible for the costs associated with the job. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.
9. The customer agrees to pay penalties and interest on the amount of 2% per month on all past due invoices and related account balances in excess of 30 days past due from the due date as specified in the contract and as stated on the relevant invoice presented to the customer.
10. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses to SOLitude Lake Management for collection of past due invoices and account balances and for any other actions required to remediate a material breach of this contract.
Exhibit B
Map of Pond Fountains

Location of Fountains
Harbor Bay CDD
Purchase Request

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

FROM:        Douglas Ivester

DATE:        3/23/2020

RE:          Palm removal

ISSUE:       Washingtonian palm at boat lift.

ANALYSIS/INFORMATION: One of the washy palms at the boat lift has declined and will not recover.

BUDGET IMPACT: $750.00

STAFF RECOMMENDATION: Remove palm from boat lift area.

APPROVED:     

DATE:        3/23/2020
Bill To

Harbor Bay CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

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<th>Rate</th>
<th>Amount</th>
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<tr>
<td>1</td>
<td>Additional Work Authorization completed on March 12</td>
<td>750.00</td>
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Scope of Work:
Proposal #1243
Cut and remove palm tree located on CDD common area by the boat lift (Balibay Rd)

Due to other vegetation growing around the base of the palm tree, stump grinding was not possible to be performed to avoid damage other landscaping.

Please remit payment to address above. A 1.5% late charge will be applied to all past due invoices.

Total $750.00
Harbor Bay CDD
Purchase Request

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

FROM: Douglas Ivester

DATE: 3/23/2020

RE: Irrigation relief valve

ISSUE: Valve leaking

ANALYSIS/INFORMATION: Irrigation relief valve on Clock at boat lift is corroded and leaking.

BUDGET IMPACT: $1,100.00

STAFF RECOMMENDATION: Replace irrigation relief valve.

APPROVED:  

DATE: 3/23/2020
Capital Land Management Corp.
PO Box 130
Matlacha, FL 33993
Billing Question? Call 863-640-0750

Bill To
Harbor Bay CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

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<td>Proposal #1530</td>
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During our last inspection we found pump pressure issues at CDD common area by cul de sac on Balibay Rd clock. Repairs to be perform by our sub Accurate Wells.

System functioning but due to worn 3/4 inch pressure relief valve control box and pressure switch and pressure gauge are rusted and corroded.
2 HP Grundfos Standard Control Box 230V/ 1 PH
GSG2 Heavy duty pressure switch 40-60
.75" Adjustable pressure Relief valve
Pressure gauge 100 psi
Misc fittings

Please remit payment to address above. A 1.5% late charge will be applied to all past due invoices.

Total $1,100.00
Harbor Bay CDD
Purchase Request

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

FROM: Douglas Ivester

DATE: 3/23/2020

RE: Backfill excavation

ISSUE: Excavated hole on Manns Harbor needs to be backfilled.

ANALYSIS/INFORMATION: Palm tree along Manns Harbor that was removed due to disease. The palm cannot be replaced as the hole is contaminated and will affect a new tree if planted.

BUDGET IMPACT: $166.66

STAFF RECOMMENDATION: Backfill excavated hole.

APPROVED: [Signature]

DATE: 3/23/2020
Capital Land Management Corp.
PO Box 130
Matlacha, FL 33993
Billing Question? Call 863-640-0750

Bill To
Harbor Bay CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

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<tr>
<td>1</td>
<td>Proposal #300018</td>
<td>166.66</td>
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Scope of Work:
Fill in hole with dirt at Manns Harbor CDD common area near intersection with Brighton Shore.

Please remit payment to address above. A 1.5% late charge will be applied to all past due invoices.

Total $166.66
Harbor Bay CDD
Purchase Request

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

FROM: Douglas Ivestor

DATE: 3/23/2020

RE: Irrigation repairs

ISSUE: Inoperative irrigation zones.

ANALYSIS/INFORMATION: Several areas throughout the irrigation system need wiring and valves replaced.

BUDGET IMPACT: $1,858.00

STAFF RECOMMENDATION: Repair irrigation system as needed.

APPROVED: [Signature]

DATE: 3/23/2020
Capital Land Management Corp.
PO Box 130
Matlacha, FL 33993
Billing Question? Call 863-640-0750

Bill To

Harbor Bay CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

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<tr>
<td></td>
<td>Area21: Zone 22 - alarm - using the icd-hp tool I was able to access the decoder. I updated the firmware on the decoder and now the zone is running with no faults from the clock.</td>
</tr>
<tr>
<td></td>
<td>Area22: clock b - zone 47 alarm - Needs new ICD-100</td>
</tr>
</tbody>
</table>

Please remit payment to address above. A 1.5% late charge will be applied to all past due invoices.

Total $1,858.00
Capital Land Management Corp.
PO Box 130
Matlacha, FL 33993
Billing Question? Call 863-640-0750

Bill To
Harbor Bay CDD
250 International Parkway
Suite 280
Lake Mary, FL 32746

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<tr>
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<td>Proposal #1471 - Irrigation repairs</td>
</tr>
<tr>
<td></td>
<td>Clock B:</td>
</tr>
<tr>
<td></td>
<td>Zone 11 - not coming on - ran from clock on arrival</td>
</tr>
<tr>
<td></td>
<td>Zone 17 - not coming on - tracked zone and lost signal, all turf and beds getting coverage</td>
</tr>
</tbody>
</table>

|          | Clock D:                                                                    |
|          | Zone 1, 2 - not coming on - junction in the wiring needs to be re-done      |
|          | Zone 14 - not coming on - junction in the wiring needs to be re-done        |
|          | Zone 19 - Not found - tracked zone to the lake across from the park. This zone runs rotors around part of the lake. Needs a new G4 solenoid. |

|          | ClockE:                                                                     |
|          | Zone 1 - not coming on - junction in the wiring needs to be re-done         |

|          | Area16:                                                                     |
|          | needs a Hunter 4 station node                                               |

|          | Area20:                                                                     |
|          | needs a Hunter single station node                                          |

1,858.00  

Please remit payment to address above. A 1.5% late charge will be applied to all past due invoices.
ISSUE: Legal Bill Expenditures

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE)

The District has budgeted $250,000 for legal expenditures for the Fiscal Year 2020. As of March 31, the District had expended $153,564.

The Board is aware of the many issues that have faced the District in this fiscal year related to these expenditures, the seawall and the engagement of new Amenity and District Management teams to name just a few. In an effort to control expenditures, I requested counsel, April 8, 2020, to identify in their legal bills the Supervisor requesting their service. Counsel agreed to begin this notation and further advised that they were preparing a list of matters they are currently working on for the Board of Supervisors. Therefore, going forward legal bills will include the name of the requesting Supervisor next to the time billing.

The ultimate goal is to stick to expedient solutions to problems and not create more work when trying to solve simple problems.

EXPECTED COMPLETION DATE: Counsel will immediately incorporate

BUDGET IMPACT-AMOUNT( RECURRING/RESERVE/ETC): N/A

DECISION TO BE MADE: Informational Only

ATTACHMENTS:
To: Supervisors and Staff  
From: Paul Curley  
Subject: Legal fees

Background
In January 2020, the District incurred $34,610 in legal fees. Further, in comparing Harbor Bay’s legal fees to other Districts, fees are higher than expected, even if adjustments are made for size and number of ongoing projects. Finally, if trends continue, the District will likely exceed our $250,000 budget for the current fiscal year.

I am not looking to point fingers at anyone; legal fees have exceeded norms for many years. Counsel works at the behest of the Board, and Supervisors and Staff must have the ability to obtain advice from Counsel. That being said, I believe a tightening of process is warranted.

Recommendation
I would suggest a process that provides accountability without unnecessarily slowing progress. A sample process is outlined below. The most burdensome aspect of the proposed process is sending an email and, with Counsel’s concurrence, work could even begin prior to an email being sent.

- Counsel will maintain a running list of projects they are addressing (see attachment).
  - If Counsel identifies a new project requiring their immediate attention, Counsel will brief the Chairman, add the project to the list and initiate work immediately.
- In most instances, work on a project exceeding 10 hours or $3,000 requires Board approval and the scope of Counsel’s involvement should be defined by a Supervisor in an email that should be included in the agenda packet for the next CDD meeting.
  - New projects requiring less than $3,000 in fees do not require an email but the Supervisor initiating the new project should be identified in the submitted invoice for the month.
- In most instances, Counsel should not be managing a project.
  - Typically, exceptions would be where Counsel’s involvement is critical to the core goal of the project.
- In most instances, drafting a contract or addendum should only occur after the Board has approved a project or the broad terms of an addendum.
• In most instances, other Staff members should not be assigning a task to District Counsel. If a Staff member is assigning a task to District Counsel, the assignment should be linked to an email that cc’s the Chair or, if Sunshine requirements prohibit cc’ing the Chair, the requesting Supervisor.

• If an exception to the General Guidelines is deemed appropriate, the task or project must be defined by a Supervisor or another Staff member in an email and the email should be added to the agenda packet of the next Board meeting.

• At any time, Counsel can request a Supervisor or another Staff member to send an email describing the scope of a project or request.

Next Steps
If the suggested process is adopted, for ongoing projects, the Supervisor responsible for the project should define the scope of Counsel’s involvement and submit it for Board approval. As a backup, I am willing to draft the scope of Counsel’s involvement for any ongoing project.
To: Supervisors and Staff  
From: Paul Curley  
Subject: Pickle ball recommendation

Background
At the January CDD meeting (see attached), I suggested the Board immediately approve initiating work on the pickle ball project; however, the Board decided to give Park Square another 2 months to commit to building the courts. In the agenda packet for the cancelled March meeting (see attached), Steve indicated Park Square would not be building the courts and recommended the Board move forward independently on the project.

Recommendation
The Board should immediately approve initiating work on the pickle ball project. Design, permitting and construction costs will likely span two fiscal years, so funding should be allocated accordingly.

Assuming Staff does not have differing opinions, I would recommend the Board direct Cardno to outline detailed bid specifications utilizing the following inputs:
• Install two courts next to tennis facilities
• Install court lighting
• No water fountain
• Install seating for 10-20 (bleachers)
• Install fencing with cameras capable of determining whether courts are being used. If players have not “carded in” or registered a guest, include capabilities for Staff to request player to “card in” or sign a guest disclaimer
To: Supervisors and District Staff  
From: Paul E Curley  
Subject: Capital project priorities

Background
In addition to providing a simply prioritization of capital projects, I thought it would be useful to provide the rationale for my recommendations. Please include this document in the agenda packet for the Jan meeting.

Recommendations
There is supporting logic to undertake every project outlined below; however, the District has insufficient funds to complete all of the projects in 2020. Therefore, in budget planning for 2021 and beyond, I recommend the Board define budgets that allocate funds or build reserves for new capital projects, in addition to building reserves to repair or replace current capital assets.

I have outlined below the rationale for my prioritization of capital projects.

- **2 lighted pickle ball courts**
  - I am ranking pickle ball as my top priority for new capital spending for the following reasons:
    - There is strong resident support for building this amenity, as demonstrated by the 215 signatures on a petition sent to each Supervisor, additional emails sent to Supervisors over the last several years as well as numerous postings on social media.
    - Resident support is further demonstrated by the consistent use of the temporary pickle ball courts
    - There is strong national and regional growth, which makes it likely that new residents will be looking for communities with pickle ball courts
    - Most new developments of MiraBay’s stature have pickle ball courts
  - I would suggest moving forward immediately for the following reasons:
    - Site selection, design drawings, permitting and construction could span 12 months or longer.
    - We have been waiting 6-12 months already for Park Square to formalize their support of this project.
    - It now appears Park Square’s financial support might be contingent on the District reducing some of Park Square’s other expenses in a commensurate manner.
Unless our financial calculations of value differ, Park Square’s support does not provide a net benefit to the District undertaking this project independently.

- Park Square can formalize their commitment at any point during the planning or construction process.

**Conversion of Outfitters into a useable space**

- Outfitters is a premier location that is extraordinarily underutilized.
- While we may have insufficient funds to convert this space into a Tiki Bar; at a minimum, we should allocate $4 to $10,000 this year to convert Outfitters into a useable space.

**Conversion options to consider**

- Separate lounge area with one or more TVs. Serve food from clubhouse café.
- Separate lounge area that also accommodates some type of children’s program.
- Separate lounge area with TVs, refrigerator, microwave and convection oven.
  - Residents could rent lounge and stock refrigerator with food and drink from clubhouse café.
  - Residents could purchase food and drink from clubhouse café without renting the entire facility.

- All options should facilitate a future conversion to a Tiki Bar with modest kitchen facilities.

**Installing planters around pool palms**

- It appears the cost to complete this project has increased substantial, subsequent to Board approval to proceed.
- Aesthetically, I believe the current planters are marginally acceptable; however, the current planters do allow mulch and fertilizer to wash into the pool.
- Based on our resident survey and usage statistics, the clubhouse pool is the single-most enjoyed amenity.
- For the aforementioned reasons, I would allocate sufficient funding to complete this project, before expanding our palm and shrubbery replacement project beyond the guard gates and before addressing our cul de sac problems.
- I would not allocate additional funds to this project beyond what has already been approved by the Board, if the additional funding allocation jeopardized the Board’s ability to build 2 pickle ball courts or convert Outfitters into a useable space.
Replacing palms and shrubs beyond the guard houses and addressing cul de sac problems

- For me, this is a lower priority, because the issue is visible to a lower percentage of the community.
- I would address the cul de sac and palm/shrub issues concurrently, since both problems affect a similar number of residents.
- I would not even spend previously approved funding for cul de sac repair, if it jeopardized completion of higher priority projects.
- I would allocate new money between these two projects (cul de sacs and palm/shrub replacement) based on aesthetics, i.e., do the worse off areas first versus replacing all palms or installing pavers at every cul de sac.

Because Supervisors do not have sufficient information about Staff or resident need as well as project cost, I have not prioritized the projects listed below.

Docker’s expansion

- For the following reasons, I believe it is premature to support an expansion of facilities dedicated to child care:
  - To date, at CDD meetings, workshops and via emails to Supervisors and social media postings, resident support for an expansion appears to be nominal.
  - While there are significant downsides related to using Admiral Point, the Lagoon Room or Outfitters for children’s programs, each of these facilities are frequently underutilized.
    - Obtaining future access to the Sales Center could substantially increase indoor space available for District activities.
  - Over the last 12 months, children’s programs have been cancelled, because the programs were under subscribed.
  - To date, for valid reasons, neither WTS, Vesta or an individual Supervisor has taken the time to define the specific resident need(s) and an associated plan to address the need(s).
    - For example, do we need a space design for:
      - pre-school, elementary, teens or all three age groups
      - fitness buddies, after-school care or all-day care
      - private parties, summer camp or year-around activities
    - Do we expect the program to run at a loss or break even.
- What should we charge for each program

- **Maintenance shed**
  - We should have sufficient storage for all equipment and other assets currently residing in hallways, bathrooms or outdoors, and we need to provide appropriate work space for Staff.
  - That being said, some storage areas are empty, other storage areas are housing old and unused equipment and other areas need to be organized.
  - If Vesta concludes the District still needs space, after completing a “spring cleaning and organizing initiative” and after entering stored assets into our software system, the District should allocate funds to build a maintenance shed in a future year

- **Conversion of Outfitters into a Tiki Bar**
  - Before initiating a Tiki Bar conversion, Vesta should be given time to provide a formal recommendation regarding the expansion of our kitchen facilities and whether they believe a Tiki Bar would improve the profitability of our food offerings
To: Board of Supervisors  
Fr: Steve Lockom  
RE: Park Square update  
Dt: March 10, 2020

The following information is to let you know what has transpired over the last few months with Park Square. I will be happy to answer any questions. No decision needs to be made.

On August 29th 2019, Scott Johnston Vice-President of Land Development for Park Square came to the CDD meeting and said Park Square would build 4 pickleball courts and convert Outfitters into a Tiki Bar. Scott Johnston left the company in October and Sang Lee took his place. Since that time, I have been trying to come to an agreement as to the scope and date for the work to begin.

What started out as a commitment to the CDD with nothing required by the CDD has turned into a full-fledged negotiation. Many items have been discussed as negotiables. Here is my request as of February 13th

To: Sang Lee  
From: Steve Lockom  
Date: 2/13/20

The intention of this document is to come to a working agreement between Park Square and the Harbor Bay CDD. Listed below are the items that I believe are in consideration. I ask that you review these items and add in any that were missed. The goal is to have a working agreement to be presented to the CDD Board at the March 19th meeting.

CDD wants:

1. Four lighted pickleball courts with a restroom to be built at Landings Park to the west of the Hillsborough County pump station. I understand that this will require palm trees to be taken down and the pickleball courts will run into the current parking lot. A design plan will need to be available by March 15th to allow Cardno time to review. (We will also need to come up with a completion by date). PSH to provide a contractor to work with CDD.

2. Transfer of the Park Square Sales center to the CDD on or before June 1, 2024. Should Park Square continue to need the building after June 1, 2024, the CDD will lease back the building on a yearly basis at market price for a maximum of two additional years until May 31, 2026. The thought process is Park Square expects to need the Sales center for four more years until Mirabay is built out. June 2024 is four years and three months away. This gives Park
Square the time frame they need to build out Mirabay. June 1st is a good date because the
CDD will be starting budget considerations and there will be costs associated with
retrofitting the building for CDD purposes. Building will be conveyed on as-is condition.

3. Upgrade Outfitters into a tiki bar.

4. The mangroves on folio numbers 054191-2026 and 054191-1128 (Tract C-1) to be trimmed
to the lowest height acceptable by the permit that covers the trimming. In addition, the
Brazilian peppers should be removed. Upon Cardno approval that this was done properly
the CDD will accept the conveyance. (We will also need to come up with a completion by
date) PSH and CDD need to agree on the scope of work.

Park Square wants:

1. Removal of Mirabay Plaza from the CDD to eliminate CDD fees (O&M and street lights)
   and outstanding debt obligation (folios listed below).
   a. 054234-2502
   b. 054234-2504
   c. 054234-2506
   d. 054234-2508
   e. 054234-2512
   f. 054234-2514

2. An additional 23 docks for the Shell Cove section (Parcel 8) currently under
development.

3. An additional 6 docks for Parcel 101

4. Conveyance of all fully developed lagoon bottoms (folios listed below) – PSH to retain
easements for docks.
   a. 054234-2104
   b. 054208-0452
   c. 054208-0538
   d. 054234-1178
   e. 054208-0454
   f. 054191-1618
   g. 054208-0456
   h. 054234-0408
   i. 054208-0042
   j. 054234-0410

5. Conveyance of all fully developed canal bottoms (folios listed below) – PSH to retain
easements for docks.
   a. 054208-0450
   b. 054191-1542
   c. 051638-0322
   d. 054191-1480
   e. 054208-0444
   f. 054208-0442
6. Conveyance of all fully developed other parcels (folios listed below).
   a. 054220-1288 – Street wall facing Villamaire Rd – other side of Bay Breeze
   b. 054220-1292 – Parcel next to entrance of Bay Breeze pond (Harbor Bay CDD property - 054234-1180)
   c. 054234-1184 – Roundabout circle plot on Manns Harbor Dr
   d. 054234-1176 – Open space by roundabout circle plot
   e. 054234-2102 – Parcel at the entrance of Bay Estates Preserve – CDD agrees to let PSH retain this lot

7. Release of any claims of liability on seawall and confirm that seawall will be repaired for lots owned by PSH

8. Come up with objective criteria for conveyance of future parcels
   a. 054234-2296 – Bay Estates Preserve – in front of boat lift
   b. 054234-2294 – Other side of boat lift
   c. 051638-0100 – Shell Cove

Things started to change after this exchange. Park Square currently reimburses Alidade for the O&M for the properties in the Mirabay plaza. O&M costs Park Square $23,000 annually. There is also the original bond which was just refinanced as well as the seawall bond. The payoff for those bonds equates to $850,000. Park Square went from they would pay off the bond to wanting the CDD to pay off the bond. This is a change of $1.7M and was totally unacceptable.

Since I wouldn’t budge on this item, we decided to take the payments for the Mirabay Plaza and the CDD acquiring the sales center off the table. Since this wasn’t a time sensitive issue, I agreed to make this a phase 2 part of the negotiations.

I then tried to get an agreement on the pickleball courts and exchange something of value for this. We found a location at Landings Park for the pickleball courts. As you look at Landings Park from the street, two pickleball courts would go next to the parking lot between the parking lot and the Hillsborough County pump station. The other two courts would go right of the parking lot between the water and the parking lot. Park Square would contribute $200,000 towards the pickleball courts and $50,000 towards the conversion of Outfitters into a Tiki Bar. Park Square rendered drawings for the courts.

In exchange Park Square wanted conveyances of the lagoon and canal bottoms as well as the conveyances listed above. There was concern on Park Square’s side that the potential cost for the conveyances could be significant and they weren’t willing to commit funds for the pickleball courts without knowing the cost of the conveyances. I explained that to effect the conveyances they needed to pay the money to bring the parcels into “good” condition. This is something completely separate from the pickleball courts.

A conference call was held on March 10th with Mike Eckert, Sarah Sandy, myself, Park Square’s attorney and Sang Lee. Park Square reiterated their previous requests and I said we would move our separate ways.
It should be noted that I believe that Sang Lee was negotiating in good faith and truly wants to do the right thing. I believe the reality is that the ownership of Park Square does not want to spend a penny that they legally do not need to spend.

My recommendation is that we move forward and pay for the pickleball courts ourselves. If the Board agrees we could do some of the prep work now. This would include determining a site and the number of pickleball courts. Currently the site at Landings Park could handle 4 pickleball courts. If we wanted to add a bathroom and lights, the cost would go up. We could also put 2 courts behind the tennis courts and we could tie into the existing electrical system for the lights.

I think we should put this on the agenda in April so everyone would have time to get resident input. We could then ask staff to get estimates, make a decision on which way we want to go, and budget accordingly.
To: Supervisors and Staff  
From: Paul Curley  
Subject: Conveyance standards  

Background  
Street signs in Shell Cove are inconsistent with what has been installed in the developed portion of the community. Sidewalks on the Bay Estate side of Tybee Island Dr. are being damaged during the construction of new homes. Several different construction firms are building homes on Tybee and Pinkney. In the Bay Estate Preserves, sidewalks are being constructed by individual builders. Finally, recognizing the Board has no standing to demand action, the Board has nonetheless requested assistance from Park Square on numerous maintenance concerns with limited progress on several of the issues, e.g., mangroves, lagoon rip rap, etc.

Ultimately, once all parcels have been conveyed to the District, the Board will shoulder financial responsibility for many of these issues, e.g., sidewalk repair, sign consistency, mangrove trimming, etc.

Recommendation  
I would recommend the Board direct Staff to take the following actions:

• Update the conveyance standard checklist to include:
  o Street signs conform to county and MiraBay standards
  o Sidewalks conform to county and MiraBay standards
  o All other infrastructure, e.g., street lighting, should conform to county and MiraBay standards
  o Clean storm drains
  o Gates and fencing conforms to MiraBay standards, e.g., I’m concerned with what may be installed at the MiraBay Marketplace
  o When any waterways are conveyed, ensure water depth is appropriate, e.g., on the canal side of the lagoon boat lift, at times, there is insufficient water depth to allow some boats to proceed into the Tampa Bay
  o Landscaping needs to be consistent with MiraBay standards

• If someone other than Park Square will be conveying parcels to the District, ensure these entities are aware of our conveyance standards

• On a monthly basis, take updated photographs of all maintenance issues and send a note to Park Square requesting they address the matter. Maintenance issues should include:
  o Grass and weed growth on MiraBay Blvd and all other construction sites
  o Tract C-1 mangrove growth
  o Rip rap sliding into the lagoon
Trash around construction sites. In some cases, this trash blows into areas where District Staff or our contractors already have clean up responsibility.

- Take pictures of damage caused by builders and ensure corrective action is taken prior to the District taking responsibility for the parcel.
- Since new Supervisors are installed every two years, the Board should institute processes to facilitate institutional memory. For this purpose, I would suggest attaching to our conveyance standard checklist, key documents sent to the Developer, e.g., monthly memos requesting action on maintenance issues, with reference to when corrective action was completed. These documents should be included in the agenda packet whenever the Board is considering the conveyance of a parcel.
## PROPERTY ACQUISITION STANDARDS*

<table>
<thead>
<tr>
<th>Property Acquisition Standard</th>
<th>District Staff Responsible</th>
<th>Date Completed By Developer</th>
<th>Date Inspected by District Staff</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>The property is undamaged and passes relevant inspection(s) by mutually agreed upon experts.</td>
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<td>The property is in an area that is a minimum of 90% “built out.”</td>
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<td>The timing of accepting the property makes sense in terms of outstanding construction and the maintenance responsibilities being assumed by the District.</td>
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<tr>
<td>The property is in a condition meeting or exceeding local, state, or federal regulations and/or standards.</td>
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<tr>
<td>Property Acquisition Standard</td>
<td>District Staff Responsible</td>
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<tr>
<td>The parcel to be conveyed, as well as all other Developer-owned property, should always be maintained to the standard the CDD maintains similar properties within the District.</td>
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<td>Sprinkler systems (if any) are functioning and entirely located on the properties being conveyed to the District.</td>
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<td>The property’s fixtures and structures warranties all transfer to the CDD.</td>
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<tr>
<td>The developer provides the property in such a way that the site is immediately suitable for the purpose intended.</td>
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<tr>
<td>Property Acquisition Standard</td>
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<td>Any deficiencies noted during inspection(s) are to be corrected by the developer directly with the contractor(s) and not through reimbursement of related expenses to the District.</td>
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<tr>
<td>Folio # included in conveyance documents.</td>
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<tr>
<td>Aerial map included in conveyance documents.</td>
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<tr>
<td>Future maintenance and replacement costs for conveyed property should be documented by District Staff and incorporated into future budgets and Capital Reserve studies. Any ongoing maintenance requirements associated with the conveyance need to be documented, so necessary</td>
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<tr>
<td>Property Acquisition Standard</td>
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<tr>
<td>Adjustments are made to staff assignments and our budgeting.</td>
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<tr>
<td>Trim mangroves (if applicable).</td>
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<tr>
<td>Any street signs need to conform to County guidelines.</td>
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<tr>
<td>Ensure all appropriate signs are installed, e.g., yield signs entering a cul de sac.</td>
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<tr>
<td>Streets, sidewalks and driveway entrances conform to County guidelines.</td>
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<tr>
<td>Street drains have been inspected and cleared as needed.</td>
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<tr>
<td>Street trees are in proper condition and not currently causing any damage to sidewalks or roads.</td>
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<tr>
<td>Property Acquisition Standard</td>
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<td>Replacement timing needs to be documented so necessary adjustments to our Reserve Study are made, e.g. well pumps.</td>
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<tr>
<td>Any environmental hazards or questions have been addressed, e.g., Bay Breeze questions.</td>
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* Please note that these are the standards that the Board has asked District staff to use in its evaluations, although they have not been specifically incorporated into the Acquisition Agreement between the Harbor Bay Community Development District and Park Square Enterprises, LLC.
To: Staff and Supervisors  
From: Paul Curley  
Subject: District website  

**Background**
The seawall tab is significantly outdated (see attached pdf) and finding agenda packets, audio files, financials and minutes of past CDD meetings is difficult or impossible (see attached pdf). I have not carefully reviewed the other tabs or the information within those tabs.  

**Recommendations**
I would recommend the Board direct Staff to make the revisions defined below. Other tabs should be reviewed to see if additional changes are warranted.  

**Seawall tab**
- Pinned documents  
  - Develop a document providing a brief description, with associated pictures, of how the wall is being repaired, e.g., wall, cap, drainage field  
  - Prioritization map  
    - Prioritization map should be updated continuously and I believe in the following manner  
      - The location of lots to be repaired in the next 30 days  
      - The location of lots to be repaired during the following quarter, i.e., days 31 to 120  
      - Prioritization for the balance of the community  
    - The map should indicate timing may change due to weather, construction issues, etc.  
  - Utility licensing agreement  
  - What does the resident need to do, e.g., move boat, etc.  
- Related documents  
  - Seawall updates provided to the Board in backwards chronological order and only if it does not cost the District extra money to make them ADA compliant, since I believe residents will find these documents of minimal interest and value  

**Meeting documents**
- Documents need to be in forward or backward chronological order  
- Finding agenda packets, minutes and financials needs to be easily accomplished
Seawall Project

Introduction

The District is currently in the process of repairing emergency seawalls throughout the community. See below for a schedule of the current progress:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>ANTICIPATED START OF WORK</th>
<th>ANTICIPATED END OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skimmer Drive</td>
<td>Under construction</td>
<td>3rd week of January</td>
</tr>
<tr>
<td>Seagrass Place</td>
<td>Under construction</td>
<td>3rd week of January</td>
</tr>
<tr>
<td>Sea Turtle Place</td>
<td>Under construction</td>
<td>2nd week of March</td>
</tr>
<tr>
<td>Tortoise Place</td>
<td>4th week of January</td>
<td>3rd week of April</td>
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</table>

Note: Schedules are subject to change as construction progresses. Hecker will notify residents a minimum of 2 weeks in advance of any work.

The District is also currently running an RFP for seawall reconstruction for the remainder of the seawall throughout the community. More details can be found on the Procurements page of the CDD website.

Related Documents

- 2018-04-24 HBCDD Resident memo for Seawall costs.pdf
  84.98 KB, uploaded March 16, 2020 5:35 PM

  2.26 MB, uploaded March 16, 2020 5:35 PM
Welcome to Harbor Bay CDD

Welcome to the official web site for Harbor Bay Community Development District providing services within the Mira Bay Community. If you have a concern or service request, please contact us (/contact-form).
Board Meetings

APR 7
Board Meeting - Apr. 07 2020
Zoom 6:00 PM
View attachments (2)

APR 16
Board Meeting - Apr. 2020
MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572
6:00 PM

Meetings held at:
107 Manns Harbor Drive, Apollo Beach, Florida 33572.

DPFG Management & Consulting, LLC
250 International Parkway
Suite 280
Lake Mary, FL 32746
Harbor Bay Board Meetings

All meetings are open to the public, and are held at the MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572. Dates and times may be accessed from this page or by contacting the district office and are subject to change; however, all changes will also be announced to the public at a noticed meeting or via advertisements.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts.

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 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

<table>
<thead>
<tr>
<th>APR 16</th>
<th>Board Meeting - Apr. 2020</th>
</tr>
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<td>(<a href="https://www.harborbaycdd.org/calendar/2220057/board-meeting-apr-2020">https://www.harborbaycdd.org/calendar/2220057/board-meeting-apr-2020</a>)</td>
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<tr>
<th>MAY 21</th>
<th>Board Meeting - May 2020</th>
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<tr>
<th>JUN 18</th>
<th>Board Meeting - Jun. 2020</th>
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<td>(<a href="https://www.harborbaycdd.org/calendar/2220059/board-meeting-jun-2020">https://www.harborbaycdd.org/calendar/2220059/board-meeting-jun-2020</a>)</td>
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<th>JUL 16</th>
<th>Board Meeting - Jul. 2020</th>
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<th>AUG 20</th>
<th>Board Meeting - Aug. 2020</th>
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View all Upcoming Meetings (https://www.harborbaycdd.org/calendar)

Past Meetings

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<thead>
<tr>
<th>APR 7</th>
<th>Board Meeting - Apr. 07 2020</th>
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<td>Zoom (<a href="https://zoom.us/j/172344945?pwd=ekxsTWNjSlJwMThwWFJjREpwR0ZWUT09">https://zoom.us/j/172344945?pwd=ekxsTWNjSlJwMThwWFJjREpwR0ZWUT09</a>)</td>
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View attachments (2)
Board Meeting - Mar. 2020 CANCELLED
(https://www.harborbaycdd.org/calendar/2220056/board-meeting-mar-2020)
MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572
6:00 PM

View all Past Meetings (https://www.harborbaycdd.org/calendar)

Board Archives

Agendas
18 files, modified March 23, 2020 4:20 PM

FY2020
5 files, modified March 23, 2020 4:21 PM

  2.62 MB, uploaded April 8, 2020 11:45 AM

- 2019-12-19 Harbor Bay December No Invoices.pdf
  21.32 MB, uploaded March 25, 2020 12:19 PM

  34.53 MB, uploaded March 26, 2020 4:32 AM

  7.86 MB, uploaded March 25, 2020 12:27 PM

- 2019-10-17 Harbor Bay CDD revised agenda.pdf
  41.29 MB, uploaded March 26, 2020 8:23 AM

FY2019
13 files, modified March 23, 2020 4:21 PM

Welcome to Harbor Bay CDD
Welcome to the official web site for Harbor Bay Community Development District providing services within the Mira Bay Community. If you have a concern or service request, please contact us (/contact-form).

Board Meetings

**APR 16**
Board Meeting - Apr. 2020
(https://www.harborbaycdd.org/calendar/2220057/board-meeting-apr-2020)
MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572
6:00 PM

**MAY 21**
Board Meeting - May 2020
(https://www.harborbaycdd.org/calendar/2220058/board-meeting-may-2020)
MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572
6:00 PM

View all meetings (/meetings)

Meetings held at:

107 Manns Harbor Drive, Apollo Beach, Florida 33572.
DPFG Management & Consulting, LLC
250 International Parkway
Suite 280
Lake Mary, FL 32746

Corporate Office
Patricia Thibault (/contact-form?recipient=15)
District Manager
321-263-0132 x4205

Quick Links
Home (/)
About (/about-the-cdd)
Documents (/documents)
FAQs (/questions-and-answers)
Calendar (/calendar)
Contact Us (/contact-form)

Accessibility Policy

If you have a concern, please let us know. Use this form to report your concern. (/ada-concern)
To: CDD Supervisors and Staff

Fr: Steve Lockom

Dt: 03/05/20

RE: Potential Scams

At the end of February, I was sent an e-mail by someone posing as Dan Leventry asking me to buy apple gift cards. My e-mail information was obtained from the CDD website. Dan confirmed that he did not send me the request. On March 4th, Patricia received a request from someone posing as Greg Woodcock asking for payment for a past due invoice. The detail of that e-mail conversation and the invoices follow in this tab. The detail of the invoices required serious effort. Greg confirmed that this was not sent by him. Law enforcement was contacted on March 5th. Thank you Patricia for your good judgement.

I have asked for this to be included in the agenda for informational and awareness purposes only. Clearly, we are being targeted. I’d like to have a brief discussion on this and make sure that everyone knows what has transpired.
INVOICE

EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

Harbor Bay CDD
12750 Citrus Park Lane
Suite 115
Tampa FL 33625
Attention: Joe Roethke

Invoice # : 522521
Project : 0002380102
Project Name : WTR Harbor Bay CDD
Invoice Group : **
Invoice Date : 11/13/2019

For Professional Services Rendered through: 11/1/2019

<table>
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<th>Salaries</th>
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Current Invoice 85,419.52

Total this Invoice 85,419.52

Amount Due This Invoice **
85,419.52
### INVOICE

**ACCOUNT NAME:** Cardno, Inc.  
**Account number:** 2335247074  
**Routing Number:** 121000248  
**Email Notification:** greg.woodcock@cardno.com  
**Tax ID NO:** 45-2663666  
**Address:** 20215 Cortez Blvd, Brooksville, Florida 34601

---

**Project:** 0002380102 -- WTR Harbor Bay CDD  
**Invoice #:** 522521

---

**Phase:** **** -- Harbor Bay CDD

**Rate Schedule Labor**

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<td><strong>CAD Specialist</strong></td>
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<tr>
<td>Morales Jr., Alirio A.</td>
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<td>Property map update</td>
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<td>18.00</td>
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<td>Detsis, Michael</td>
<td>8/29/2019</td>
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<td>95.00</td>
<td>95.00</td>
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<tr>
<td>Discussion with Tom, second review of historical drainage plan and narrative for Harbor Bay CDD.</td>
<td>9/3/2019</td>
<td>1.00</td>
<td>95.00</td>
<td>95.00</td>
</tr>
<tr>
<td>Discussion with Tom, began reviewing Harbor Bay drainage memos prepared by Greg Woodcock from Brooksville office. Reviewed drainage plan.</td>
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<td>2.00</td>
<td>95.00</td>
<td>190.00</td>
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<td>Discussion with Tom, reviewed and revised drainage memos as necessary.</td>
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<td>Completed revisions to drainage memos.</td>
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<td>Reviewed plans and stormtabs resubmitted by Genesis Halff.</td>
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<td>Finished review of stormtab calculations and plans. Noted any potential revisions.</td>
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<tr>
<td>8/27/2019</td>
<td>7.00</td>
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<td>1,155.00</td>
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<td>Easement informational flyer &amp; preparation for seawall inspections</td>
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<table>
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<tbody>
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<tr>
<td>9/4/2019</td>
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<tr>
<td>9/5/2019</td>
<td>8.00</td>
<td>165.00</td>
<td>1,320.00</td>
</tr>
</tbody>
</table>
# INVOICE

## EFT REMITTANCE

**WELLS FARGO**

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

## Project: 0002380102 -- WTR Harbor Bay CDD

<table>
<thead>
<tr>
<th>Phase: **** -- Harbor Bay CDD</th>
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</thead>
</table>

## Rate Schedule Labor

### Class / Employee Name

### Date

### Hours

### Rate

### Amount

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<td>As-built seawall drawings, wall inspection memo, &amp; easement memo</td>
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<td>165.00</td>
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<td>As-built seawall drawings</td>
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<td>495.00</td>
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<td>Project coordination &amp; research and review property acquisitions</td>
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<td>easement memo</td>
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<td>Roundabout measurements, upland claim review and coordination, easement graphics</td>
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<td>8.00</td>
<td>165.00</td>
<td>1,320.00</td>
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<td>Upland claim coordination, easement flyer updates, review of affidavit of consent of encroachment</td>
<td>10/11/2019</td>
<td>4.00</td>
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<td>660.00</td>
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<td>Seaswall inspection memo</td>
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<tr>
<td>Sign &amp; Parking Plan</td>
<td>10/24/2019</td>
<td>2.00</td>
<td>165.00</td>
<td>330.00</td>
</tr>
</tbody>
</table>
EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address 20215 Cortez Blvd , Brooksville, Florida 34601

<table>
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<th>Description</th>
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</table>
## Invoice Overview

**Company:** CARDNO  
**Account Name:** Cardno, Inc.  
**Account Number:** 2335247074  
**Routing Number:** 121000248  
**Email Notification:** greg.woodcock@cardno.com  
**Tax ID NO:** 45-2663666  
**Address:** 20215 Cortez Blvd, Brooksville, Florida 34601  
**Project:** 0002380102 -- WTR Harbor Bay CDD  
**Invoice #:** 522521

### Phase: **** -- Harbor Bay CDD

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>6.00</td>
<td>120.00</td>
<td>720.00</td>
</tr>
</tbody>
</table>

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**INVOICE**

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**Account Number:** 2335247074  
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**Tax ID NO:** 45-2663666  
**Address:** 20215 Cortez Blvd, Brooksville, Florida 34601  
**Project:** 0002380102 -- WTR Harbor Bay CDD  
**Invoice #:** 522521

---

**Engineer**

- Carreno, Rebecca A.  
  - Review CDD agenda  
- Regan, Michael P.  
  - Community flyer  
  - Community flyer  
  - Community flyer  
  - Community-wide seawall inspection  
  - Community-wide seawall inspection  
- Howell, Thomas  
  - Preparation for Bi-annual seawall rotation inspection  
  - Bi-annual seawall rotation inspection  
  - Bi-annual seawall rotation inspection  
  - Bi-annual seawall rotation measurement tabulation  
  - Updating Seawall rotation inspection tables..Checking and revising permitting list  
  - Checking and revising permitting map  
  - As-built edits, Seawall inspection and maintenance memorandum  
  - As-built edits  
  - as-built edits  
  - as-built edits  
  - Property conveyance inspection  
  - Property acquisition standards table edits and memorandum creation  
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**WELLS FARGO**

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Tax ID NO: 45-2663666

**Address** 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
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<tr>
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<td>9/30/2019</td>
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</tr>
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<td>10/2/2019</td>
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</tr>
<tr>
<td>10/2/2019</td>
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Page 4
EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

Project: 0002380102 -- WTR Harbor Bay CDD
Invoice #: 522521

Phase: **** -- Harbor Bay CDD

<table>
<thead>
<tr>
<th>Rate Schedule Labor</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<tr>
<td><strong>Planner</strong></td>
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<td>Review and address sign comments.</td>
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</tr>
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<td>10/9/2019</td>
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<td>Set up for field sign changes verification with forms and maps.</td>
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<td>Field review of updated signs for Certification.</td>
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</tr>
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</table>
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
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Total: 2,280.00
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<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinate with Tom Burke regarding drainage project reports. Review and update project list. Coordination regarding easement flyer. project coordination with Hecker. restroom contract call. Reserve study review and send draft to Michael to review. Respond to emails. Requisitions</td>
<td>8/27/2019</td>
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<td>135.00</td>
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</tr>
<tr>
<td>Project coordination and email responses. Review Bond documents.</td>
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<td>506.25</td>
</tr>
<tr>
<td>Coordinate with staff and developer regarding townhome letter and O and M inspection. project coordination with staff. Respond to emails. Coordinate with staff regarding mangrove trimming. Contact suncoast regarding mangrove trimming.</td>
<td>8/29/2019</td>
<td>6.75</td>
<td>135.00</td>
<td>911.25</td>
</tr>
<tr>
<td>Call with Sandy regarding bay breeze. Coordinate with Chris regarding seawall concrete cap discoloration. Coordinate with shade sail contractor and Sandy regarding site plan for County permitting. Prepare for and attend CDD meeting. Coordinate with Shade sail contractor and district staff regarding HC permitting. Call with chris regarding 526 Islebay. Review bay breeze memo and call Sarah and cardno environmental group to get options and approx. costs.</td>
<td>8/30/2019</td>
<td>2.50</td>
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</tr>
<tr>
<td>Coordinate with Shade sail contractor and send original site plan of playground area per his request. respond to emails and project coordination</td>
<td>9/3/2019</td>
<td>5.25</td>
<td>135.00</td>
<td>708.75</td>
</tr>
<tr>
<td>Review project information for pickle ball courts and outfitter expansion. review and respond to emails as needed. project coordination with staff and Hecker. Call health department and leave message regarding pool monitor requirements.</td>
<td>9/4/2019</td>
<td>1.00</td>
<td>135.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Prepare exhibits and send email to Michael regarding shade sail site plan and existing property lines. Send pool retaining wall plans to Chris for review. Coordinate with staff and Hecker regarding pool retaining wall closures.</td>
<td>9/5/2019</td>
<td>3.00</td>
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<tr>
<td>Onsite meeting with staff to review projects. Review tom burk's comments on reports and update as needed. Send email to Jeremy R regarding roadway review. Respond to emails and coordinate with Sarah S. Projects updates</td>
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<td>978.75</td>
</tr>
<tr>
<td>Date</td>
<td>Hours</td>
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<td>Amount</td>
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</table>
### EFT REMITTANCE

**WELLS FARGO**

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

---

**INVOICE**

**CARDNO**

**Wells Fargo**

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

---

**Project #:** 0002380102 -- WTR Harbor Bay CDD  
**Invoice #:** 522521

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**Phase:** ***-- Harbor Bay CDD***

**Rate Schedule Labor**

<table>
<thead>
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<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<tr>
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<td>9/24/2019</td>
<td>2.25</td>
<td>135.00</td>
<td>303.75</td>
</tr>
</tbody>
</table>

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**Project Coordination:**

- Agenda item preparation. Coordinate with Jeremy regarding pavement review schedule. Coordinate with Ryan W regarding pool slide review an paint information. Coordinate with Tom Burke regarding drainage reports and updates. Coordinate with CLM regarding palm planters sketch. Update reserve study summary and send to Steve per his request. Research ADA sidewalk requirements and send to Michael R.
- Project coordination and meeting preparation. Send round a bout memo and cost estimate to Michael M for review. Coordinate with Chris regarding wall maintenance memo and easement memo. Coordinate with contractors on schedules. call with sign contractor. call with cardno staff. Coordinate with Hecker and Perry regarding pool retaining wall. Dockers memo to staff. Send written updates to Joe. Send restroom scope of services to Michael R. call with Rick H regarding Bay Breeze proposal. Send Chris information regarding wolf creek sail permit.
- Conference call with Staff to review projects and upcoming projects. Respond to emails. Meeting preparation
- Coordinate Ryan and group regarding meeting followup.
- Coorespondance with Staff. Respond to emails. Projects Coordination.
- Preapre for and attend CDD meeting
- Meeting follow up with staff.
- Project coordiantion. Coordinat with Chris regarding acquisitions and inspections and information needed.
- Coordinante with staff regarding acquisition inspections. Call with Stan of Capital Land regarding amenity planters and questions from previous meeting. Call with Joe vath regarding lift applications.
INVOICE

EFT REMITTANCE
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Address 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours</th>
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</tbody>
</table>

Project coordination with staff. Call with Perry regarding tennis court drainage. Call with Chris regarding projects and acquisitions. Coordinate with Tom Burke regarding requisition signatures.
EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
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Email Notification: greg.woodcock@cardno.com
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Address 20215 Cortez Blvd, Brooksville, Florida 34601

Project : 0002380102 -- WTR Harbor Bay CDD

Phase : **** -- Harbor Bay CDD

Rate Schedule Labor

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinate with Townhome developer regarding connection letter and SWFWMD operation and maintenance certification for pond. Coordinate with Joe R regarding pond control structure weir support replacement.</td>
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<td>1.50</td>
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<tr>
<td>Coordinate and send drainage plans for Fishersound and Mirabay Blvd Drainage pipe cleaning to michael. Send tennis court plans to Tom Burke to put a proposal together for drainage improvements. Coordinate inspection of signage. Call with staff regarding projects and inspections. Coordinate payment of Hecker invoice. Coordinate approval of site masters proposal.</td>
<td>10/1/2019</td>
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<td>135.00</td>
<td>303.75</td>
</tr>
<tr>
<td>Coordinate with suncoast environ regarding mangrove trimming proposal. Review playground drainage and send email to Tom Burke. Coordinate with Roadway group to reinspect the signage for compliance. Send proposals to Joe for execution. Review last year accomplishments and coordinate with staff regarding information requested.</td>
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<tr>
<td>Coordinate with Rick Hagburg regarding Bay Breeze report and set meeting for next Tuesday to review status. Review parking memo.</td>
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<tr>
<td>Coordinate with Jeremy Runckle regarding signage certification and district gate location. Call with Site masters regarding skimmer repair. Request schedule from Hecker for projects. Review boat lift submitted by Hecker. Coordinate with Hecker regarding additional information needed. Coordinate with Ryan regarding parcel 8 drainage connections to the lagoon. Coordinate with Ashley regarding the occupancy load for exercise spaces.</td>
<td>10/7/2019</td>
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<tr>
<td>Call with Dan Johnson regarding survey proposal. Email Hecker regarding schedules. Call with Chris. Respond to emails. Review sketch provided by CLM and provide comments. Coordinate with Ryan regarding lagoon drainage. Coordinate with Michael regarding inlet repairs and schedule the work. Project review with Hecker. Review boat lift application with Hecker.</td>
<td></td>
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</tbody>
</table>
Meeting preparation. Coordinate signage inspection. Send pool restroom scope to ryan. Review roundabout pavement widths and send to mike maurer per his request. Coordinate with HGS and GB collins regarding pool safety plan.

<table>
<thead>
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INVOICE

EFT REMITTANCE
WELLS FARGO
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Project : 0002380102 -- WTR Harbor Bay CDD

Phase : **** -- Harbor Bay CDD

Rate Schedule Labor

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preapre for and attend conference call with group regarding bay breeze. Finalize facility report and send to Sarah for review. Send admiral point flooding to Tom Burke To review in field.</td>
<td>11/1/2019</td>
<td>4.00</td>
<td>135.00</td>
<td>540.00</td>
</tr>
<tr>
<td>Project review and coordination. Send emails to staff regarding pocket 101 clearing. Requisitions 176-178. Respond to staff and contractor emails. Review dock easement and send response to Hecker. Coordinate with Staff regarding roundabouts turnaround results and schedule. Coordinate with signage contractor.</td>
<td></td>
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<td>Townhome drainage connection review and approval letter prep</td>
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<td>pay app reviews MP 175 -</td>
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EFT REMITTANCE

WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
<thead>
<tr>
<th>Details</th>
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Total: 3,217.50
EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

Project: 0002380102 -- WTR Harbor Bay CDD

Phase: **** -- Harbor Bay CDD

Rate Schedule Labor

<table>
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<tr>
<th>Class / Employee Name</th>
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<tr>
<td>Pavement evaluation summary of findings</td>
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<td>1,520.00</td>
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Rate Schedule Labor: 85,256.25

Regular Expenses

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<th>Cost</th>
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Invoice #: 522521
## EFT REMITTANCE

**WELLS FARGO**  
Account name: Cardno, Inc.  
Account number: 2335247074  
Routing Number: 121000248  
Email Notification: greg.woodcock@cardno.com  
Tax ID NO: 45-2663666  
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

### MILEAGE

<table>
<thead>
<tr>
<th>Name</th>
<th>Miles</th>
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<th>Rate</th>
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<tbody>
<tr>
<td>Woodcock, Gregory J.</td>
<td>234158</td>
<td>8/19/2019</td>
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<td>77.72</td>
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<td><strong>Drainage Review; 134 Miles @0.58 Per Mile</strong></td>
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### SHIPPING & DELIVERY

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<td><strong>Total Shipping &amp; Delivery</strong></td>
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### TOOLS OF THE TRADE

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<td><strong>Manhole Cover Hook; Amazon</strong></td>
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</table>
EFT REMITTANCE
WELLS FARGO
Account name: Cardno, Inc.
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Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address 20215 Cortez Blvd, Brooksville, Florida 34601

<table>
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<tr>
<th>Project: 0002380102 -- WTR Harbor Bay CDD</th>
<th>Invoice #: 522521</th>
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<tr>
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<tr>
<td><strong>Labor</strong></td>
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EFT REMITTANCE

WELLS FARGO

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address: 20215 Cortez Blvd, Brooksville, Florida 34601
<table>
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<td><strong>Expenses</strong></td>
<td>Regular Expenses</td>
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<td><strong>Total Expenses</strong></td>
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<td>**Amount Due This Invoice **</td>
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**Project**: 0002380102 -- WTR Harbor Bay CDD

**Phase**: SEA -- Seawall

### Rate Schedule Labor

<table>
<thead>
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<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Howell, Thomas</td>
<td>10/24/2019</td>
<td>8.00</td>
<td>120.00</td>
<td>960.00</td>
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<td>9/5/2019</td>
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<td>Woodcock, Gregory J.</td>
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**Rate Schedule Labor**

1,533.75

### Regular Expenses

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<th>Doc Nbr</th>
<th>Date</th>
<th>Cost</th>
<th>Multiplier</th>
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**MILEAGE**

Seawall Pre-Construction Meeting; 134 Miles @0.58 Per Mile

**Regular Expenses**

77.72

**Total Phase**: SEA -- Seawall

**Labor**: 1,533.75

**Expense**: 77.72

**Total Project**: 0002380102 -- WTR Harbor Bay CDD  
1,611.47
EFT REMITTANCE

WELLS FARGO
Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address 20215 Cortez Blvd, Brooksville, Florida 34601
**INVOICE**

**EFT REMITTANCE**

WELLS FARGO  
Account name: Cardno, Inc.  
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Tax ID NO: 45-2663666  
Address: 20215 Cortez Blvd, Brooksville, Florida 34601

---

**Harbor Bay CDD**  
**12750 Citrus Park Lane**  
**Suite 115**  
**Tampa FL 33625**  
Attention: Joe Roethke

---

**Invoice #** : 522542  
**Project** : 0002380102  
**Project Name** : WTR Harbor Bay CDD  
**Invoice Group** : 5  
**Invoice Date** : 11/13/2019

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For Professional Services Rendered through: 11/1/2019

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**Project:** 0002380102 -- WTR Harbor Bay CDD  
**Phase:** UPLAND -- Upland

### Rate Schedule Labor

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<th>Class / Employee Name</th>
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<td>330.00</td>
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<td>Upplans inspection reports</td>
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<td>165.00</td>
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<tr>
<td>Upplans inspection reports</td>
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<td>165.00</td>
<td>660.00</td>
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# EFT REMITTANCE

**WELLS FARGO**  
**Account name:** Cardno, Inc.  
**Account number:** 2335247074  
**Routing Number:** 121000248  
**Email Notification:** greg.woodcock@cardno.com  
**Tax ID NO:** 45-2663666  
**Address:** 20215 Cortez Blvd, Brooksville, Florida 34601

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<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
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<tr>
<td>10/8/2019</td>
<td>4.00</td>
<td>120.00</td>
<td>480.00</td>
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## Project: 0002380102 -- WTR Harbor Bay CDD

### Phase: UPLAND -- Upland

### Rate Schedule Labor

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<th>Class / Employee Name</th>
<th>Date</th>
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<th>Rate</th>
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88.00

**Total: Engineer**

**150.00**

---

**Rate Schedule Labor**

**19,310.00**

**Total Phase: UPLAND -- Upland**

**Labor: 19,310.00**

**Expense: 0.00**

---

**Total Project: 0002380102 -- WTR Harbor Bay CDD**

**19,310.00**
EFT REMITTANCE

WELLS FARGO

Account name: Cardno, Inc.
Account number: 2335247074
Routing Number: 121000248
Email Notification: greg.woodcock@cardno.com
Tax ID NO: 45-2663666
Address 20215 Cortez Blvd, Brooksville, Florida 34601
March 11, 2020

VIA EMAIL

Patricia Thibault
DPFG
280 International Parkway, Suite 250
Lake Mary, FL 32746
(patricia.comings-thibault@dpfg.com)

Re: Harbor Bay CDD adv. AIG Insurance Specialty Insurance Company

Dear Patricia:

This letter serves as an interim update to be included in the agenda for the upcoming meeting of the Board of Supervisors.

Counsel for the carrier has agreed on a mediator selection, and the date for the mediation to occur is currently being coordinated. We are targeting early May for mediation. Counsel for the carrier had previously indicated that they would provide a pre-mediation offer, but no such offer has been received at this time.

Very truly yours,

GrayRobinson, P.A.

William F. McFetridge

WFMDjc
Harbor Bay
Community Development District

Agenda Request: Supervisor Maurer

To: Board of Supervisors
From: Patricia Comings-Thibault
Date: 04/09/2020

ISSUE: Wolf Branch Creek Hog Update. Hogs have been coming in from the conservation area adjacent to District property.

ANALYSIS/INFORMATION: (LOCATION – IF APPLICABLE). The County, via the attached email, has advised that they have started clearing the fenceline for the fence at Wolf Branch. The County will be removing several trees. They further advised that they will be setting the fence by 1 foot (inward of their actually boundary)

EXPECTED COMPLETION DATE: County has yet to advise

BUDGET IMPACT-AMOUNT( RECURRING/RESERVE/ETC): N/A

DECISION TO BE MADE: Informational only

ATTACHMENTS: Email from County
From: Michael Maurer <michaelleemaurerhbcddseat3@gmail.com>

-------- Forwarded message --------
From: Barnwell, Mary <BarnwellM@hillsboroughcounty.org>
Date: Tue, Apr 7, 2020 at 1:42 PM
Subject: RE: Wolf Branch Creek Nature Reserve Hogs, clubdirector@mirabayclub.co
To: Michael Maurer <michaelleemaurerhbcddseat3@gmail.com>

HI Mike,
As you may be able to observe, we have started clearing fenceline for the fence out at Wolf Branch. I just wanted to let you know (and perhaps you can relate it to your neighborhood) that we will be removing several trees and also that our property line extends onto the neighborhood shell trail a short distance. We will be off setting the fence by 1 foot (inward of our actually boundary). Anyway, just wanted to let someone over there know what was going on. Hope you are staying safe. Mary

Mary Barnwell
Environmental Lands Management Coordinator
Conservation & Environmental Lands Management Department

P: (813) 671-7754
M: (813) 853-1166
E: barnwellM@HillsboroughCounty.org
W: HillsboroughCounty.org

Hillsborough County
3709 Gulf City Road Ruskin, FL 33570

Facebook | Twitter | YouTube | LinkedIn

Please note: All correspondence to or from this office is subject to Florida’s Public Records law.

From: Michael Maurer <michaelleemaurerhbcddseat3@gmail.com>
Sent: Wednesday, November 13, 2019 11:46 AM
To: Barnwell, Mary <BarnwellM@hillsboroughcounty.org>
Subject: Re: Wolf Branch Creek Nature Reserve Hogs, clubdirector@mirabayclub.co
Hi Mary,

Thanks for the update!

The hogs are getting active. Mom and baby trapped yesterday.

Mike

On Wed, Nov 13, 2019 at 11:06 Barnwell, Mary <BarnwellM@hillsboroughcounty.org> wrote:

Hi Mike,

I just wanted to touch base regarding our recent phone call. As discussed, the fencing segment along the northwest (roughly) boundary of the preserve has been budgeted and approved. We will be showing the alignment to the fence company within the next couple months, with the prospect of fencing to occur in late spring, when it is dry and before onset of summer rainfall. Mary

From: Barnwell, Mary
Sent: Tuesday, May 28, 2019 5:26 PM
To: 'Michael Maurer' <michellemaurerhbcddseate3@gmail.com>
Cc: Heggy, Patrick <HeggyP@hillsboroughcounty.org>
Subject: RE: Wolf Branch Creek Nature Reserve Hogs, clubdirector@mirabayclub.co

Hey Mike,

It was nice speaking with you also, and thanks for your understanding. Hogs are really a nuisance problem that affects us all – conservation managers, farmers, and homeowners alike.

Likewise, I am including Patrick Heggy in our emails. Patrick manages and coordinates our hog trapping contract. We are working on getting someone out there in about 2 weeks.

Mary

From: Michael Maurer [mailto:michellemaurerhbcddseate3@gmail.com]
Sent: Tuesday, May 28, 2019 4:46 PM
To: Barnwell, Mary <BarnwellM@hillsboroughcounty.org>
Subject: Wolf Branch Creek Nature Reserve Hogs, clubdirector@mirabayclub.co

[External]

Mary

It was a pleasure talking with you. Thanks for your insight on managing hogs with and without fencing.

The Harbor Bay CDD experienced 67 hog captures in 2018. In the last two weeks, our contract trapper captured eight more. I am including to Mike Rodriguez, our Club Director, in this conversation.

Mike Maurer
425-241-8746

This email is from an EXTERNAL source and did not originate from a Hillsborough County email address. Use caution when clicking on links and attachments from outside sources.
From: Eric Lanham <lanhame@me.com>
Sent: Tuesday, March 17, 2020 1:31 PM
To: Patricia Thibault <patricia.comings-thibault@dpfg.com>
Subject: Re: Harbor Bay CDD Contact Form

confirmed

On March 17, 2020 at 1:14 PM, Patricia Thibault <patricia.comings-thibault@dpfg.com> wrote:

Please confirm

Resident Request New Business: 621 MANNS HARBOR DR

Will our annual assessment reflect a lower fee due to our facilities being closed due to COVID?

Patricia Thibault
DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746
Will our annual assessment reflect a lower fee due to our facilities being closed due to COVID?

On March 17, 2020 at 12:58 PM, Patricia Thibault <patricia.comings-thibault@dpfg.com> wrote:

Mr. Lanham. Please confirm the below for inclusion in the agenda package.

Resident Request New Business: 621 MANNS HARBOR DR

Will we be reimbursed CDD fees for not being able to use our facilities?

Patricia Thibault
DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746
Office (321) 263-0132, ext. 4205
Cell (407)221 - 9153

Yes please include my concern in the agenda package. I am not able to get to most meeting due to working for the govt. on MacDill AFB and traffic.
On March 17, 2020 at 12:16 PM, Patricia Thibault <patricia.comings-thibault@dpfg.com> wrote:

The meetings of the Board of Supervisors are held the third Thursday of each month at 6 pm in the clubhouse. You are invited to attend and can make a formal request of the Board of Supervisors.

The next Board meeting is scheduled for April 16th. Please be advised that the potential exists for the meeting to be cancelled; depending on federal or local county guidance due to the virus.

However, if you do not want to present the issue personally please advise and I will include your address and your concern in the agenda package along with redacted email.

The Board is unable to make any decisions unless they meet at a scheduled meeting.

Please advise as to how you would like to proceed.

**Patricia Thibault**

DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746
Office (321) 263-0132, ext. 4205
Cell (407)221 - 9153
From: Eric Lanham <lanhame@me.com>
Sent: Tuesday, March 17, 2020 10:59 AM
To: Patricia Thibault <patricia.comings-thibault@dpfg.com>
Subject: Re: Harbor Bay CDD Contact Form

Patricia,

yes, thanks, I do understand how my taxes are paid and when.

How do I put in a formal request for the board? We need to consider reducing our assessment comparable to the lost time and access. (once the facilities finally reopen)

Eric Lanham

On March 17, 2020 at 8:58 AM, Patricia Thibault <patricia.comings-thibault@dpfg.com> wrote:

Eric

Your assessments are assessed on an annual basis and imbedded in your property taxes as non advalorem. They were assessed in November by the County tax collector.

At this point would need to discuss a decrease in assessments for next year during the budget cycle for FY 2021, which begins October 1, 2020 and ends September 30, 2021.

Please advise of any additional questions you might have or if I can further explain the process.

Patricia Thibault
DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746
Office (321) 263-0132, ext. 4205
Cell (407)221 - 9153

-----Original Message-----
From: Eric Lanham <lanhame@me.com>
Will we be reimbursed CDD fees for not being able to use our facilities?

Sent from my cell. Apologies in advance for any fat finger typos😊

On Mar 16, 2020, at 23:17, Patricia Thibault <patricia.comings-thibault@dpfg.com> wrote:

Will we be reimbursed CDD fees for not being able to use our facilities?