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, April 16, 2020 at 6:00 p.m. via Zoom conference call.

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
Ken Joines            District Manager, DPFG Management & Consulting
Margaret Alfano       General Manager, Vesta Property Services
Doug Ivester          Operations Manager, Vesta Property Services
Julie Cortina         Regional Manager, Vesta Property Services
Holly Faldetta        Lifestyle Manager, Vesta Property Services
Roy Deary             Vesta Property Services
Mike Eckert           District Counsel, Hopping Green & Sams
Greg Woodcock         District Engineer, Cardno
Chris Gamache         Cardno
Matt Davis            Mills Paskert Divers PA

Audience

FIRST ORDER OF BUSINESS – Call to Order/Roll Call

The meeting was called to order and roll call was performed, confirming that a quorum was present.

SECOND ORDER OF BUSINESS – Pledge of Allegiance

Ms. Thibault asked all those who wished to recite the Pledge of Allegiance.

THIRD ORDER OF BUSINESS – Audience Comments on Agenda Items

An audience member expressed support for pickleball courts, requesting that the Board set aside a portion of the District budget towards their construction.

Ms. Thibault summarized an audience comment regarding the community’s parking and towing policy, which included a number of requests for clarification in the policy to state that parking spots are available for any daytime contractors or visitors, for the implementation of paid yearly parking permits specific to households, for limiting the length of time that vehicles can be parked in a single place without moving, and for removing the section included about HOA-specific parking rules.
An audience member noted that the palm trees at the end of Manns Harbor Drive appeared to be dying. The audience member additionally requested information about the extent of planned fencing along the preserve, noting concerns regarding an ongoing issue in the community with wild hog activity.

FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Audience Comment Follow-Up Sheet

There being none, the next item followed.

FIFTH ORDER OF BUSINESS – Business Items

A. Seawall Update

Mr. Curley asked for confirmation as to whether this would be the last update prepared by District Counsel. Mr. Eckert stated that Counsel takes direction from the Board, and that if it was the Board’s preference, updates would not need to be prepared. Mr. Curley clarified that the question was due to the project moving more into the construction stage, and thus more under Cardno’s responsibility.

- Exhibit 2: Primary Contract – Status Update

Mr. Eckert noted that a memo had been provided, which included an update to the primary contract for Board approval. Mr. Eckert stated that the update included a change order 3 to the primary contract and a corresponding change order 1 to the emergency repair contract, due to contractor’s inability to accomplish concrete cap work on 609 and 611 Pinckney Drive. The work at these addresses would be moved from the emergency repair contract to the primary contract under this update.

Mr. Leventry asked whether this change would incur additional costs to the district. Mr. Eckert confirmed that charges would not be incurred, though he noted that charges were possible should the change orders not be passed and the contractors are directed to continue work at the addresses.

On a motion by Mr. Lockom, seconded by Mr. Maurer, with all in favor, the Board approved the amendment of order 3 to the primary contract and a corresponding change order 1 to the emergency repair contract, and for Cardno to provide updates going forward for the Harbor Bay Community Development District.

- Exhibit 3: Emergency Contract – Status Update

Mr. Eckert stated that the motion covered what needed to be discussed for both contracts.

- Exhibit 4: Consideration of Concrete Cap at Former Test Site Location Proposal

Mr. Gamache stated that the provided cost from Earth Tech for installing a cap on the existing wall at the former test sites was in the amount of $104,940.00. Mr. Gamache stated that the cap would serve to provide a level, consistent surface for walking, and provide for a consistent look with cap lines matching between properties. Mr. Gamache noted that the three test sites encompass four properties, and that a pricing breakdown for each lot would be obtained, also noting that Earth Tech had a consistent price of $265 per linear foot. Mr. Gamache asked the Board whether they would like to approve an amendment to direct staff to develop for lots individually.
Mr. Lockom opined that work should be done at 5607 Seagrass Blvd only, as a homeowner is building on that specific lot, whereas the other three properties were owned by Smart Communications.

Mr. Curley disagreed with installing concrete cap on any of the properties. Mr. Curley expressed concerns with installations being motivated by consistency, citing other areas throughout the community lacking in conformity.

Mr. Maurer asked about the risk of failure associated with not performing a complete repair at each site. Mr. Gamache clarified that complete repairs had already been done at each site and that there was a low probability of failure as a result, noting that some of the varying types of repairs did not include the new cap. Mr. Maurer asked whether the proposal was critical, and Mr. Gamache stated that this was not the case.

Mr. Wick agreed with Mr. Lockom’s statements, adding that some level of negotiation with Smart Communications would be an appropriate course of action for upgrades and repairs to their properties.

Mr. Leventry stated that he believed that the Board and the District created the inconsistency with the test sites, and bore responsibility to make the community consistent. Mr. Leventry opined that the non-homeowner lots being developed took lower priority compared to the homeowner lot on 5607 Seagrass Boulevard, and recommended that the District readdress the other three lots as they become developed and finalized. Mr. Leventry stated that the difference between capped and uncapped surfaces could result in a safety issue, and made a motion for the concrete cap on the homeowner lot on 5607 Seagrass Boulevard.

During discussion of the motion, Mr. Curley asked whether District Counsel had any input on the matter, additionally questioning the cited motivation of the lack of cap being a safety issue, noting that he had not heard any reports from Cardno regarding safety concerns. Mr. Gamache stated that the cap was not technically a sidewalk that would be subject to building code requirements, and did not think that there was a specific code violation. Mr. Gamache noted that the cap rotation at certain points was sloped more than a sidewalk would be.

During discussion of the motion, Mr. Maurer asked whether the lot on Seagrass had gone through emergency repairs. Mr. Gamache confirmed this, noting that it was one of the three test sites receiving a different type of repair. Discussion ensued regarding completion status for the caps.

Mr. Eckert addressed Mr. Curley’s concerns about whether there were any legal issues.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with Mr. Leventry, Mr. Lockom, Mr. Maurer, and Mr. Wick voting “Aye”, and Mr. Curley voting “Nay”, the Board approved the concrete cap at the former test site location at 5607 Seagrass Boulevard, for 49 linear feet, for the Harbor Bay Community Development District.

Exhibit 5: Boat Relocation Memo

Mr. Leventry stated that Cardno had spoken to options for residents with trailers to place their boats on trailers in a District-approved location, or alternatively allowing for docking boats behind the clubhouse.
Mr. Gamache noted that in previous emergency repairs, there were no real issues with boat locations, but that with COVID-19, local marinas that had been contacted were either full or closed, resulting in increased burden on residents.

Mr. Wick stated that he had previously met with Cardno and legal counsel regarding boat relocations about a month and a half prior to this meeting, and recalled that counsel had advised against the District being involved in the process. Mr. Eckert clarified that the primary issue with District involvement was the responsibility of keeping the boat in a safe condition, stating concerns about vandalism, theft, or damage, while the resident’s property is in the District’s custody. Mr. Eckert noted that this could likely be handled through agreements, but also noted that there was no personnel dedicated to guarding the boats. Mr. Wick asked whether there was any situation where the District could be advised in favor of involvement, and Mr. Eckert advised that a sufficient hold-harmless agreement for the homeowner to sign or a partnership with a nearby marina as local storage were two viable options to waive responsibility for the District’s safekeeping of boats.

Mr. Maurer asked about the length of time expected for boats to be out of the water with each seawall section repair. Mr. Gamache stated that the contractor is trying to limit each section to two weeks, and anticipated that the time would be less than a month even with delays.

Ms. Alfano noted that Vesta had conducted research on local marina boat storage options. Ms. Alfano specifically noted Alafia Marine, which was offering storage for any trailer boat for up to two months for a $100.00 fee. Mr. Maurer stated that he was aware of another lot charging $1.00 for each day of storage, as well as the seawall storage area in Zone 3 of the District, and advised in favor of further investigation.

Mr. Leventry spoke in favor of free storage for residents using District facilities with the stipulation of the previously-discussed hold-harmless agreement. Mr. Leventry opined that external storage would result in larger issues, referencing previous emergency repairs.

Mr. Curley stated that his preference for boat storage was The Outfitters, on the lagoon on District property. Mr. Curley noted that Landing Park now had nearby residents, and having that area designated for boat storage would result in multiple boats parked by residential property for a year and a half. Mr. Curley asked about current rules about extended docking at The Outfitters, and whether said rules could be rapidly changed to allow docking, additionally removing District involvement and the need for a hold-harmless agreement. Mr. Eckert advised that as The Outfitters was District-owned property, litigation could still ensue if anything were to go wrong, and reiterated recommendations for a hold-harmless agreement.

Mr. Leventry asked for clarification as to whether docking on District property was a temporary accommodation for residents due to COVID-19 and associated marina closures. Mr. Curley stated that he recalled residential need for docking being an ongoing issue on NextDoor prior to COVID-19 closures.

Mr. Lockom opined that boat storage accommodations were outside of the scope of District responsibilities, recommending against District involvement in the matter.

Mr. Leventry made a motion to allow for residents to park boats outside of the Outfitters. During discussion of the motion, Mr. Wick asked Mr. Eckert whether limitations in the number of boats existed with the manatee agreement, to which Mr. Eckert responded “Not on a temporary basis.”
Mr. Maurer asked how many boats at a time in the water would be expected, which Mr. Gamache responded that average numbers would be around four or five boats, with an anticipated upper limit of ten boats at a time.

Mr. Maurer noted that the district and/or amenities guidance state that you cannot leave a boat in the water for longer than a certain period of one or two days, and asked whether a waiver needed to be made for the period of time the property is under repair. Mr. Eckert responded that counsel would take a look at any emergency suspension of relevant rules, to report back to the Board. Mr. Eckert opined that the number of boats was such that this did not immediately need to be addressed, and would be acceptable to hold until the May meeting.

On a motion by Mr. Leventry, seconded by Mr. Curley, with Mr. Leventry, Mr. Curley, Mr. Maurer, and Mr. Wick voting “Aye”, and Mr. Lockom voting “Nay”, the Board approved allowing residents to park boats behind The Outfitters clubhouse dock facilities, under the condition that they sign hold-harmless agreements with the District in the event that any damage, vandalism, or theft should occur, for the Harbor Bay Community Development District.

Following the motion, Mr. Curley spoke in reference to general seawall updates. Mr. Curley requested target dates for completion of certain number of linear feet and sections. Mr. Curley additionally asked when Earth Tech anticipated starting the second crew’s on-site work. Mr. Curley additionally asked about the seawall renewal permit, whether Cardno had completed their work and submitted for approval.

Mr. Gamache stated that benchmark target dates could be provided. Mr. Gamache advised that Earth Tech was evaluating matters related to the second crew internally to increase efficiency, and that Cardno would continue to communicate with Earth Tech and keep the Board updated. Mr. Gamache noted that all of Cardno’s materials were ready, and that Cardno had reached out to permitting agencies which had advised to submit closer to the date of renewal. Mr. Gamache additionally noted that when contractors were working, there was a grace period for extending and renewing permits, and so consequences would not be significant if approval ended up being delayed past the expiration date.

B. Exhibit 6: Landscape Update – Doug Ivester

Mr. Ivester stated that he had been working with CLM to address the insect infestations on the property, noting concerns with the snow bushes at the main entrance on MiraBay Boulevard. Mr. Ivester informed the Board that new pesticide treatments were being tried in that area, at the request and recommendation of the University of Florida Extension Service. Mr. Ivester noted concerns with a number of bushes along Isle Bay Boulevard, and that samples from the area had been pulled and sent out for testing, with a broad spectrum pesticide treatment plan in place. Mr. Ivester stated that the University of Florida had additionally recommended rejuvenation pruning, removing bushes to decrease density and increase pesticide treatment effectiveness.

Mr. Curley suggested that residential comments and concerns regarding landscape be addressed to indicate awareness, recommending a broad communique sent out to the whole community providing landscape updates and information on areas of focus. Mr. Curley additionally noted that a previous residential comment raising concerns about trees potentially spreading debris during high winds had not been fully addressed. Mr. Curley advised that an immediate response to these items was not needed but would be appreciated for the next meeting.
Mr. Ivester stated that community landscaping-related items were already included as part of the “Turf Talk” section of Vesta’s regular e-blasts, but would work on expanding the section as needed.

Mr. Maurer stated that he had discussed a before-and-after photo update of the landscape with Ms. Alfano, depicting the progress made by the team over the past four months of work. Mr. Maurer additionally thanked Mr. Ivester for the work on cleaning up MiraBay Bridge.

Mr. Wick requested that previous monthly scores be included in future grading sheets, and Mr. Ivester responded that these scores would be included for the grading sheet in the next meeting’s package.

Mr. Leventry agreed with the suggestions to expand the Turf Talk section of Vesta’s e-blasts, additionally recommending responding to specific resident concerns with language indicating that Vesta was addressing them in particular.

Mr. Curley expressed concerns regarding the suggestion of the before-and-after photos, cautioning that the inclusion of “before” photos could potentially be seen as an attack on the former landscaping vendor’s work. Mr. Curley encouraged maintaining a positive message. Mr. Ivester expressed agreement and stated that pictures would likely only include the current status of landscaping.

C. Exhibit 7: Upland Claims

Mr. Davis noted that a number of the following upland claims were fairly straightforward with no major issues.

- Kilcoyne – 5715 Tortoise Place - $11,025.00

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Kilcoyne property at 5715 Tortoise Place, in the amount of $11,025.00, for the Harbor Bay Community Development District.

- Caskey – 5606 Skimmer Drive - $15,200.00

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Caskey property at 5606 Skimmer Drive, in the amount of $15,200.00, for the Harbor Bay Community Development District.

- Lucas – 5613 Skimmer Drive - $20,427.00

Mr. Curley requested clarification as to whether or not this property was involved in litigation. Mr. Davis and Mr. Eckert both stated that they did not believe this to be the case.

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Lucas property at 5613 Skimmer Drive, in the amount of $20,427.00, for the Harbor Bay Community Development District.

- Cates – 5638 Skimmer Drive - $14,450.00
On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Cates property at 5638 Skimmer Drive, in the amount of $14,450.00, for the Harbor Bay Community Development District.

- Parry – 5617 Seagrass Place - $15,950.00

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Parry property at 5617 Seagrass Place, in the amount of $15,950.00, for the Harbor Bay Community Development District.

- Granowicz – 5640 Skimmer Drive - $10,690.00

On a motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board approved the settlement agreement claim for the Granowicz property at 5640 Skimmer Drive, in the amount of $10,690.00, for the Harbor Bay Community Development District.

- Martin – 5722 Sea Turtle Place - $20,775.00

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Martin property at 5722 Sea Turtle Place, in the amount of $20,775.00, for the Harbor Bay Community Development District.

- Dyer – 533 Islebay Drive - $17,750.00

On a motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board approved the settlement agreement claim for the Dyer property at 533 Islebay Drive, in the amount of $17,750.00, for the Harbor Bay Community Development District.

- Cross – 412 Islebay Drive - $19,390.00

Mr. Davis stated that the recommended repair estimate was $19,390.00, but that $800.00 of this was to repair a crack in a spa structure located within the 10-foot setback for pools that had been specified in the marked guidelines. In making the motion, Mr. Curley stated that he did not believe that this should be covered, being inconsistent with the specified guidelines.

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the settlement agreement claim for the Cross property at 412 Islebay Drive, in the amount of $18,590.00, for the Harbor Bay Community Development District.

- Charter – 543 Islebay Drive - $29,363.00

Mr. Davis stated that while estimates had previously been acquired for this company, the third party engineer in contact with the contractors had not been able to provide a definitive estimate due to concerns with the subsurface conditions, as well as a lack of knowledge as to the extent of the damage. Mr. Davis informed the Board that the
engineer recommended conducting limited destructive testing, pulling back tile to evaluate subsurface damage to acquire firmer estimates, and then temporarily replacing the tile. Mr. Davis noted that this test would cost between $1,000.00 and $1,500.00 to perform, but advised in favor of it, expressing concerns about claims estimates potentially being $10,000.00 higher or lower than the scope of the work needed, depending on the extent of damage.

Mr. Leventry made a motion to approve the testing measures. During discussion of the motion, Mr. Curley questioned the extent of the swing as stated to be $10,000.00, and asked whether a certain amount could be authorized at present, with more to come as the scope and true cost of the repairs becomes better understood. Mr. Davis stated that the settlement agreement doesn’t account for this situation, opting instead for clean releases for the homeowner. Mr. Curley asked whether Cardno had any input on the matter, additionally indicating the likely need for a revised settlement agreement. Mr. Gamache opined that a not to exceed amount structure would be beneficial if repairs needed to be re-evaluated, asking Mr. Davis whether this was possible. Mr. Davis stated that this would require the homeowner in charge of the work providing multiple estimates, additionally opining that it did not seem practical. Mr. Curley withdrew his comments from further discussion.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved destructive testing, pending homeowners’ consent, in an amount not to exceed $1,500.00, for the Harbor Bay Community Development District.

- Erickson – 534 Islebay Drive - $13,750.00

Mr. Davis noted that this property was owned by one of the parties to the litigation, and that to his knowledge no settlement had been reached.

Mr. Curley stated that he was unaware that this item would be discussed as part of the agenda and indicated that he was not prepared to vote.

Mr. Lockom asked Mr. Eckert for input, acknowledging his communications with the attorneys for the parties involved in the litigation. Mr. Eckert stated that he believed that litigation was not close to being resolved at the time of the meeting. Mr. Eckert stated that approving the settlement in its current standard form would require the litigant to waive all claims against the district in order to sign the presented release, which he saw as unlikely. Mr. Davis clarified that claims were related specifically to seawall matters and did not know if wholly unrelated claims would be included among those waived. Mr. Eckert opined that ultimately he saw minimal benefit in the District motioning for this offer.

Mr. Lockom recommended that the Board table this item, as well as the Driscoll property on 536 Islebay Drive, until legal matters are resolved, and Mr. Leventry concurred.

Mr. Curley asked for counsel input from both Mr. Davis and Mr. Eckert as to whether there were any risks involved in not offering settlements to either litigating party. Mr. Davis stated that it was a voluntary process, and that any associated deadlines only pertained to when the settlements were to be brought to the Board for approval.
Davis – 5721 Tortoise Place - $20,367.00

Mr. Davis stated that this was a claim where the homeowners had sold the property, but as of correspondence on March 13, had not disclosed the upland conditions to the buyers, and were awaiting a decision from the Board to make the buyers aware.

Mr. Leventry asked whether the sellers were planning on releasing their claim to the new owners, as discussed in the previous month, additionally noting his concerns about giving both the previous and the current owners duplicate settlements. Counsel recommended that signatures should be obtained from both the sellers and the buyers, should the Board approve an offer, in order to get a complete release from anyone that would have been affected.

Mr. Curley stated that he did not see the District spending legal time working between the owners as speculated, and opined that the damage was likely not significant if the new owners were not upset by it, speaking in favor of tabling discussion on the property.

Mr. Lockom opined that the matter was between the buyer and the seller, recommending against tabling the settlement in favor of removing the item entirely, so as to avoid spending the District’s funds on the matter. Mr. Leventry agreed with the suggested removal.

Upland Counsel Status Update – Matt Davis

Mr. Davis stated that one property owner that had already signed a settlement agreement was requesting that the agreement be revised to reflect the language that was adopted earlier in April. Mr. Davis advised that, upon Board approval, this could be executed via a one-page addendum to the settlement agreements with the property owners to replace the specific language. Mr. Davis additionally advised that approving the motion would not necessitate agreements needing to come back to the Board for approval for each instance.

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the revision of previously executed settlement agreements on a by-request basis for the Harbor Bay Community Development District.

Mr. Davis stated that one property owner responsible for advocating for the language change was requesting that the District pay their attorney fees, in an undisclosed amount. Mr. Davis stated that he did not ask for the fee amount as there was no statutory or contractual obligation, nor any precedent by which the Board was obligated to pay any property owners attorney fees. Mr. Davis asked the Board for direction as to whether to negotiate with the property owner’s legal counsel, or deliver a firm answer that the District was not interested in paying their fees.

Mr. Leventry informed the Board that he had previously discussed this with Mr. Davis, believing that there was no need as there were no significant changes to the language of the agreement beyond semantics.

D. Major Project Updates

Exhibit 8: Cardno Project Tracker

Mr. Woodcock stated that the Southwest Florida Water Management District Operation of Maintenance Certifications were due the week of April 19 through April 24, and that
they would be on-site reviewing storm water ponds and structures to verify compliance with permitting conditions.

Mr. Leventry requested that the project tracker be organized in a specific order in the future.

Mr. Maurer requested clarification as to the listed Hecker condition assessment under the Canal Lights and Signage Maintenance Project item. Mr. Woodcock stated that Hecker had finished the conditional assessment and that Cardno was awaiting the report outlining the assessment. Mr. Maurer indicated that according to personnel who do signage repairs for Hillsborough County, all the signs in the community had been replaced in 2019, and that the canal signage project was an unnecessary expense. Mr. Woodcock advised that the condition of the canal lighting was also being reviewed by Hecker. Mr. Maurer questioned whether the conditions of the lights could be their own study. Mr. Woodcock stated that the scope of work had already been contracted out and approved at the end of the last year, and that the work might as well be performed by Hecker having already been paid for. Mr. Maurer suggested that the current project be terminated if deemed unnecessary and if Hecker had not been paid.

Mr. Curley asked when the project should be transferred to Vesta’s responsibility. Mr. Curley additionally asked whether the shade project at Wolf Branch Creek Park was Vesta’s or Cardno’s responsibility. Ms. Alfano stated that the shades were a Vesta project, noted that the contractor for the shades had cleared through the permitting department, and pending color selection they anticipated installation by mid-May.

Mr. Curley noted that the part of the project concerned with lighting would still need to be executed. Mr. Ivester stated that he was on the property performing inspections, and confirmed that the signage was still in new condition, though noted that a number of pilings in choke points had been removed. Mr. Ivester stated that he thought that the lighting would be addressed incidentally as part of the seawall project.

Mr. Leventry asked management whether Hecker had been paid. Ms. Thibault stated that she had not been able to find any past payments for the project to Hecker Construction within the updated accounting software. Mr. Leventry asked about the contractual timeline to complete the project. Mr. Woodcock noted that the project ranged between $1,000.00 and $2,000.00, and as a result did not believe that a formal contract had been written for the project.

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board approved the suspension of activity for the canal lighting and signage maintenance project, notifying Hecker that, since they have not completed the project in a timely manner, the District had no desire for them to continue or start any work on this issue, for the Harbor Bay Community Development District.

Exhibit 9: Reserve Study Road Repair Project

Mr. Woodcock stated that the project was for the priority one areas, indicating that the attached map outlined the areas for resurfacing or reconstruction, as well as areas where asphalt reclamation was recommended. Mr. Woodcock noted that the cost estimates were divided such that each area was its own separate project in order to provide flexibility.

Mr. Curley asked whether Mr. Woodcock believed that deficiencies found in areas were indicative of work falling below county or state guidelines at the time of construction, which Mr. Woodcock agreed with. Mr. Curley recommended that the District evaluate
pavement with any future conveyance to avoid future issues, indicating a number of conveyance suggestions and additions included in the agenda.

Mr. Leventry asked whether ongoing infrastructure development by Park Square was accounted for. Mr. Woodcock stated that this was a fairly new issue that had been placed on the acquisition tracker, but was not certain at the time of any conveyances to Park Square. Mr. Leventry clarified that he had concerns with the heavy equipment being moved along existing roadways and potentially causing damage. Mr. Woodcock stated that ingress and egress of trucks could be included as part of acquisition discussion.

Mr. Curley noted that an email had been sent from a resident to the Board stating concerns about the financial condition of the community, and requested that discussion include this matter prior to voting on major commitments to roadways or substantive cost movements otherwise.

Mr. Lockom asked for clarification about the scope of the project. Mr. Woodcock clarified that the project ranged from Manns Harbor Drive to the parking lot for the amenity center for one section, in addition to a tennis court section and a mill and resurface project leading up to the other gate system. Mr. Lockom noted differences between the amounts currently in the District’s reserve fund compared to the cost estimate for the projects, and asked whether work would need to be done on other roads that were not in good condition, which Mr. Woodcock confirmed would need to be done over the next few years.

Mr. Lockom made a motion that an update on a reserve study be conducted allowing for the reserve fund to be budgeted appropriately.

During discussion of the motion, Mr. Curley encouraged the Board to correspond with those conducting the reserve study, advising as to what was needed for inclusion within the study.

On a motion by Mr. Lockom, seconded by Mr. Wick, with all in favor, the Board approved for a reserve study to be performed and updated, with input provided from Supervisors to District Management, in an amount not to exceed $3,500.00, for the Harbor Bay Community Development District.

- Exhibit 10: Park Square
  - Updated April Memo

  Mr. Lockom gave an overview of the discussions that had been held between himself, District Counsel, and Park Square’s attorney. Mr. Lockom observed that Park Square did not appear interested in incurring expenses beyond that which was legally required. Mr. Lockom summarized the letter sent to Park Square following the March meeting, stating that the District was not interested in helping Park Square sell homes if Park Square was not interested in assisting with overcrowded amenities on the property. Mr. Lockom suggested that the Board direct District Counsel to draft a letter to Park Square requesting the removal of signage throughout the community and flags at the front of the community. Mr. Lockom additionally advised for Ms. Alfano to keep professional manner but to halt working with them with regards to sales and amenities. Mr. Leventry stated that he was in complete concurrence with Mr. Lockom’s statements.
Mr. Wick thanked Mr. Lockom for working with Park Square, and concurred with his position on signage, noting that Park Square was a private company and opining that the District should not be posting signage to their benefit unless some monetary agreement existed.

Mr. Maurer noted that he was surprised by the other Supervisors’ response to Park Square’s decision regarding amenities, and felt that the Board was being reactive. Mr. Maurer noted that Park Square would be involved with the property for an additional four to five years, and wished to continue to collaborate rather than what he felt was slighting the company with actions such as removing the signage.

Mr. Curley suggested treating District operations with Park Square in a similar manner to how the District conducted business with other property sellers and builders. Mr. Curley spoke in support of removing signage, indicating that other homeowners or builders were not allowed to post signs at the front of the property, and felt that Park Square signage was giving the company special treatment, which was inappropriate. Mr. Curley noted that he was in favor of closing the open gate from the sale center to the amenities, which he felt was a differential advantage for Park Square, and additionally thanked Mr. Lockom for his work in communicating with Park Square.

Mr. Curley asked whether District Counsel needed to send the note to Park Square, or if the Vesta General Manager could handle this correspondence. Mr. Leventry asked whether the note had already been sent, and Mr. Lockom stated that the note had not yet been sent, and was pending a Board decision. Mr. Lockom recommended that District Counsel, in particular naming Mr. Eckert, should be responsible for sending out this correspondence with Park Square, as Park Square’s response would come from the company’s attorney. Mr. Lockom additionally opined that the signage removal was not a slight against Park Square but rather fair treatment.

Mr. Eckert elaborated on discussions he had had in working with Park Square’s legal counsel, observing that the representatives from Park Square that he had dealt with had minimal authority, and that it was apparent to him that the leadership of Park Square was not willing to put money into the community without any sort of exchange from the community. Mr. Eckert indicated that there may be some areas of the community that are retained easements, where Park Square would continue to be allowed to post signage, but that this did not extend to most signage areas or the flag area at the front of the community. Mr. Eckert gave an overview of the ongoing conveyance issue, in which the District provided a requested addendum draft to the conveyance agreement to no response from Park Square, as an example of the perceived unequal relationship between Park Square and the District. Mr. Eckert suggested a pause in communications until such time as Park Square required assistance from the District.

Mr. Leventry made a motion to draft correspondence ceasing cooperation between Park Square and the District. During discussion of the motion, Mr. Curley asked whether any conveyances were currently in the works, and Mr. Eckert noted a number of conveyances around the roundabout area.

During discussion of the motion, Mr. Maurer requested that a list of items that the District expects Park Square to maintain upkeep on prior to transfer be given
to the company. Mr. Eckert noted that a list of conveyance standards had been included.

During discussion of the motion, Mr. Wick asked whether the motion should be expanded to define policy towards all resellers, as opposed to the current motion’s specificity to Park Square. Mr. Leventry stated that he was in agreement, but believed that standards for real estate agents and resellers were already in place.

During discussion of the motion, Mr. Eckert requested that a Supervisor on the Board review the letter to Park Square prior to issuance. Mr. Leventry directed Mr. Lockom to review the correspondence.

During discussion of the motion, Mr. Maurer questioned the motion’s intended end result. Mr. Leventry stated that the intent was to send a message to Park Square regarding what was seen as a lack of cooperation or quid pro quo from them throughout the duration of their working relationship with the District. Mr. Maurer questioned the Board making strong statements with the message that Park Square had done nothing for the community, to which Mr. Leventry responded that that was not the language of the memo. Mr. Leventry clarified that the memo would be informing Park Square that the District was ceasing cooperation. Mr. Maurer expressed concerns regarding the appropriate tone of the correspondence.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with Mr. Leventry, Mr. Lockom, Mr. Curley, and Mr. Wick voting “Aye”, and Mr. Maurer voting “Nay”, the Board approved the drafting of a letter to cease further cooperation between Park Square and the District for any matters beyond the standard cooperation between the District and resellers/real estate agents, the removal of associated signage throughout the community, and the closure and revocation of access for Park Square to the gate leading from the sales center to the clubhouse, for the Harbor Bay Community Development District.

- March Memo

E. Exhibit 11: Presentation of Background for Vesta Contract Addendum & Presentation of the VESTA Contract (contract to follow)

No discussion was held on this item.

➢ Exhibit 12: Vesta Contract Addendum

Mr. Eckert gave an overview of the sections of the Vesta contract addendum.

Mr. Eckert stated that the second section of the contract addendum removed $97,645.00 from the agreement for pool attendants. Mr. Eckert stated that the section additionally served to clarify compensation for pool attendants and lifeguards as being based on the hours actually worked, at a rate of $15.75 per hour, with a total amount not to exceed $54,715.50, based on 3,474 allocated working hours. In addition, Mr. Eckert noted that the contract addendum section included a total amount not to exceed $5,824.00 specifically for pool attendants providing food and beverages poolside based on 364 allocated working hours, as well as provisions for monthly reporting and invoicing requirements to back up hourly charges.

Mr. Eckert indicated that the third section of the contract addendum stated that, in lieu of a revenue-sharing model, the District would receive all of the revenues from the children’s programs, and pay a fee of $16 per hour for program attendants, with a not-to-
exceed total amount of $50,928.00, based on 3,183 allocated working hours. Mr. Eckert stated that the adult programs adopted a similar structure, with the District receiving 30% of revenues generated by Vesta’s recreational instruction, with Vesta being paid a fee of $16 per hour for adult programs and events attendants, with a not-to-exceed total amount of $2,880.00, based on 180 allocated working hours.

Mr. Eckert noted that the fourth section of the contract addendum clarified invoices for food and beverage operations, holding the District responsible for any operating deficits and enabling the District to receive any operating surpluses. Mr. Eckert also noted that significant changes to food and beverage operations would be brought to the Board as part of new oversight.

Mr. Eckert summarized the changes in costs, noting that the overall addendum removed $97,645.00 in costs for pool attendants in the agreement, and replaced them with a not-to-exceed amount of $114,343.00 for both pool and program attendants. Mr. Eckert clarified that the proposed increase in the addendum would be offset by the 100% of children’s program revenues and 30% of adult classes and lesson revenues being directed to the District, regardless of whether Vesta or a subcontractor offered and coordinated said classes. Mr. Eckert noted that the distributed memorandum indicated that he was at present unable to make any judgments as to whether the proposed changes to the Vesta contract would ultimately constitute a complete offset, a net expense, or a net income for the District.

Mr. Leventry stated that he found sections two and three of the contract addendum acceptable, but expressed concerns as to how section four’s deficits and surpluses would be handled. Mr. Eckert clarified that the District, and not Vesta, would be the recipient of operating surpluses.

Mr. Curley gave an overview of a memo he had written in response to the contract addendum. Mr. Curley made note of a number of requests for more money made by Vesta. Mr. Curley disagreed with the statement that the District’s programs and staffing were not well-defined, referring to event planning listed in task two of the contract, defining their scope with reference to multiple items in the contract. Mr. Curley recounted concerns about sufficient personnel, per the sufficiency clause and guidance from Mr. Eckert. Discussion ensued between Mr. Curley and Mr. Deary regarding program execution, sufficient staffing, and revenue in accordance to the RFP.

Mr. Deary noted that the previous amenity management company had a combination structure between hourly rates and a flat management fee. Mr. Deary noted that this was different from Vesta’s structure which opted to include management fees, payroll taxes, overhead, and workman’s compensation into the hourly rate, and may account for the difference in the pool attendant hourly rates. Mr. Curley stated that he did not know how to break Vesta’s proposal down into the components of hourly rate, benefits and profit.

Mr. Curley expressed concerns about an increase in cost between the previous amenity management staffing and Vesta’s, and found issue with a perceived lack of detail for staffing.

Mr. Lockom stated that overall the new contract would save the District an estimated $70,000 to $80,000. Mr. Lockom also stated that the hours listed in the contract were based on hours supplied by the previous management company, which Mr. Lockom had received and forwarded to Mr. Deary. Mr. Lockom clarified that lifeguards had not been planned for in the initial contract, and elaborated on differences between the previous management company’s operations and Vesta’s, in terms of costs, contract structures, and quality of service.
Mr. Leventry opined that the community had seen an improvement of services with Vesta. Mr. Leventry clarified that the lifeguards for pools and licensing for daycare services were necessary expenses for compliance, and expressed general satisfaction with Vesta’s work.

Mr. Curley reiterated that he felt that the contract addendum still retained substantial issues, particularly with the number of unknowns included, and expressed confusion regarding the addendum making certain items at a fixed rate and other items at an hourly rate.

Mr. Wick noted that Mr. Eckert had advised as to the possible courses of action taken by the Board in the decision-making process, and Mr. Wick recommended that the Board take no action. Mr. Wick stated that the most recent revision was received within two hours of the meeting’s start, and expressed concerns about being unable to review the contents of the revision. Mr. Wick additionally noted that extensive work had been done by Mr. Lockom and District Management, and as this had not been shared with the rest of the Board, requested time to discuss and review the information. Mr. Wick recommended that the Board take an additional month if there was no reason to approve immediately.

Mr. Leventry opined that the ongoing lockdown due to COVID-19 would make the deferment of the decision acceptable, with minimal impact.

Mr. Maurer spoke in approval of the work being done by Vesta, stating that the District was receiving good value for the money being paid.

Mr. Lockom made a motion to accept the Vesta contract addendum. However, as no second to the motion was heard from Supervisors, the motion died and the addendum was deferred for one month to the next meeting.

Mr. Leventry recommended that Mr. Wick and Mr. Curley articulate their questions to the staff, and that Mr. Lockom submit discussions and materials related to the cost saving analysis.

F. Exhibit 13: Presentation of Parking and Towing Policy

Mr. Eckert noted that the policy being presented was following the Board’s direction to cull specific items, and to provide a comparison between the proposed policy and the policies from 2010. Mr. Eckert noted that if the Board wished to move forward with the policy, it would be a motion to establish a public hearing to consider the policy as part of the regular meeting scheduled for June.

Mr. Maurer questioned the removal of a number of definitions from the policy, namely the definitions for the boat lift and the golf cart. Mr. Eckert advised that these definitions had been removed per the request of a Board member at the previous Board meeting. Mr. Curley stated that he did not believe he had made this suggestion, though recalled the Board not wishing to explicitly allow or prohibit circumstances such as a golf cart using one of the clubhouse parking spots, and that removing the specific definition would allow the District to walk the line with the policy. Mr. Leventry added that if something was not addressed specifically in a rule, it did not need to be brought up. Mr. Maurer questioned why the temporary parking permits were being removed from the policy, additionally citing input from residents that were also questioning their removal.

Mr. Wick asked whether there was any risk in the Board approving the motion to set the public hearing, as issues with the policy could be addressed at a later point within said public hearing. Mr. Eckert stated that the motion was for the purposes of legal counsel being authorized to send a
rule development notice and a notice of rulemaking, and that actually adopting the policy would occur in the future. Mr. Eckert noted that the impact of the motion on the District would be the cost of advertisement.

Mr. Curley requested that Section 4B of the policy be revised to include Seacrest, as Seacrest had additional parking areas. Mr. Curley additionally requested that Section 4B be revised to allow for resident guests and contractors to park during the day without permits, and requested that the length of time be shortened for either permitted vehicles left in the same parking spot or for the permits themselves. Mr. Leventry advised that the purpose of discussion for this agenda item was specifically to determine whether to hold a public hearing for the policy’s consideration and rules discussion.

Mr. Leventry questioned the purpose of the revision policy, stating that he did not understand the problem trying to be solved. Mr. Curley stated that he believed that the main issue to be solved was cars being parked without moving for excessive amounts of time, indicating complaints from residents of Seacrest and Bay Breeze. Mr. Wick noted that this specifically had been an ongoing issue since the previous management company, and voiced support for the public hearing for the updated policy.

Mr. Curley made a motion for updating the parking and towing policy for the District through a public hearing. During the motion’s discussion, Mr. Maurer noted a resident’s comment that other residents with garages used them for storage, opting to leave vehicles elsewhere and leading to the issue of extended parking. Mr. Maurer opined that the proposed changes would not thereby solve the root cause of the problem.

On a motion by Mr. Curley, seconded by Mr. Wick, with Mr. Curley, Mr. Wick, and Mr. Lockom voting “Aye”, and Mr. Leventry and Mr. Maurer voting “Nay”, the Board approved the notice of a public hearing for the June meeting for rule making and rule development, for the Harbor Bay Community Development District.

Following the motion, Mr. Leventry suggested that the Supervisors be in communication with Mr. Eckert in order to allow for the incorporation of requested edits to the policy as they are proposed.

Mr. Curley questioned the inclusion of the comparison with the 2010 policy, stating that he did not recall the Board directing District Counsel to incorporate the comparison in the document, additionally expressing concerns about legal fees incurred.

G. Exhibit 14: Consideration and Adoption of Resolution 2020-10, Adopting Internal Controls Policy

Mr. Eckert gave an overview of the policy for adoption, per statute adopted in 2019 requiring local governments to have internal controls in order to prevent fraud, waste, and abuse.

Mr. Leventry made a motion to adopt the Resolution. During the motion’s discussion, Mr. Curley asked whether compliance with the policy fell under the scopes of service for both District management and amenities management companies. Ms. Thibault stated that internal controls were already maintained by DPFG, and that there would be no fee increases related to the adoption of the Resolution. Mr. Eckert stated that the policy would additionally be provided to Vesta.

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board adopted Resolution 2020-10, Adopting the Internal Controls Policy for the Harbor Bay Community Development District.
H. Exhibit 15: Vesta Update – Amenity Reopening, Reemployment Assistance, Potential Food Carry Out and Deliver

Mr. Deary stated that he was not requesting any action or decision from the Board at this time, though noted that the Board could discuss the item about the short term compensation plan outlined within the Vesta update. Mr. Deary noted that the plan was at least partially in response to comments made by Supervisor Curley regarding staff and cost reductions during the COVID-19 lockdown.

Mr. Deary indicated that food and beverage services could continue on a pickup or delivery basis for the residents. Mr. Deary stated that he did not believe that this continuation of services would be a break-even proposition, noting difficulties when factoring in costs for labor and costs for the food.

Mr. Deary noted that a table had been provided, outlining potential reductions in the staff for May, in response to Supervisor requests to reduce staffing costs during closure. Mr. Deary stated that the majority of the staff in Vesta’s contract consisted of part-time associates, and working hour reductions for individual staff members, according to the table, ranged from 30% to 70%, with a total savings for the month of May estimated to be approximately $20,360.00, with overhead inclusive.

Mr. Deary noted that a reduction of $2,034.27 could be provided due to Vesta not employing pool attendants, a reduction which had already been applied to the April invoice. Mr. Deary stated that this combined with the proposed employee furloughs resulted in a total reduction in the amount of $22,394.27 for May’s invoice.

Mr. Leventry noted that it was not the Board’s responsibility to direct Vesta how to manage their staff. Mr. Leventry additionally expressed appreciation for Mr. Deary’s perspective on food and beverage service.

Mr. Wick agreed with the position regarding the District remaining uninvolved with how Vesta chose to manage staffing, noting that he was not aware of any recommendations or requests from the Board in the direction of reducing staffing hours and/or costs. Mr. Wick noted that the District’s contract with Vesta was currently paid out at a fixed cost, and thanked Mr. Deary for the assembly of the update and his input on recommendations.

Mr. Maurer stated that the attempt to reduce costs was not motivated due to the District not have funding, and recommended that the Board let Vesta determine how they would like to manage funds and keep staff as functional as required.

Mr. Lockom advised that any training and work that needed to be done by employees would be acceptable, but cautioned against assigning busy work for Vesta’s workers.

Mr. Curley agreed with the principles outlined in the update, in addition to Mr. Lockom’s comments. Mr. Curley opined that there would be some benefit to fleshing out the protocol for re-opening, though opted to defer to Vesta on the decision of re-opening facilities. Mr. Curley noted that a sequenced structure of re-opening was being considered nationwide, and suggested outdoor classes as a starting point for re-opening, as a service to the community. Mr. Curley recommended against opening the café until the pool and fitness center were opened with much more activity being present at the community clubhouse, opining that café operations would be a proposition resulting in a loss, as residents would go to places offering larger menus.

Mr. Leventry expressed agreement with Mr. Curley’s statements. Mr. Leventry informed the Board that he had been in talks with some Vesta staff members, and noted that the time frame for re-opening he had gathered was the first week of May. Mr. Leventry recommended that the date for re-opening continue to be set on a rolling basis, deferring to ongoing recommendations from
state and federal guidelines regarding the re-opening process. Mr. Leventry asked District management and amenity management about future requirements upon re-opening, in terms of matters such as social distancing, cleaning up after others, hand washing stations, and disinfectant. Mr. Leventry thanked Mr. Deary for assembling the update packet, and stated that the Board deferred to Vesta.

Ms. Alfano stated that Vesta’s target date, May 4, was a general projection for the date by which the company’s larger projects and initiatives were expected to be completed, rather than a date for re-opening per any plans or directives.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

➤ Exhibit 16: Status of Traffic Control Jurisdiction Agreement with Hillsborough County

Mr. Eckert noted that the traffic control matter had been expected to be reviewed and approved by the Board of Hillsborough County Commissioners by April 15. However, due to the ongoing COVID-19 pandemic, this matter had been pushed back, with Mr. Eckert expressing hopes for its consideration by May 6. Mr. Eckert advised that no action was required for the Board or for counsel, as each party had done everything that they could do.

B. District Engineer

No discussion was held on this item.

C. District Manager

➤ Exhibit 17: Discussion of Changes in District Accounting Practices

Ms. Thibault stated that the District had received three invoices appearing to be from Cardno on March 4, in the total amount of $106,340.99, but upon closer examination of the general fund and consultation with Mr. Woodcock, were confirmed to have not been generated by Cardno. Ms. Thibault expressed the need for changes to the District’s accounting practices in order to mitigate similar situations from happening in the future. Ms. Thibault suggested the management company’s creation of a Sharefile drop box solution for professional staff to personally upload invoices to directly. Ms. Thibault defined “professional staff” here as the District Engineer and respective office, as well as District Counsel’s office. Ms. Thibault additionally proposed the establishment of a purchase order system for continuing contracted vendors, where these vendors would be assigned a purchase order which would be required for inclusion on every submitted invoice.

Mr. Leventry asked whether implementation of the changes in the District’s accounting practices required a vote from the Board. Ms. Thibault clarified that the changes could be implemented without a vote. Mr. Leventry informed the Board that the attached invoice for this exhibit was the fraudulent invoice described.

Mr. Curley commented that a specific bill to the District contained identifying information, and speculated whether these bills facilitated fraud and/or needed to be handled differently. Ms. Thibault suggested that this was how the fraudulent invoice was able to be generated, and additionally noted that bills were no longer included on agenda packages.
Exhibit 18: Responses to Supervisor Request for More Information from February Consent Agenda

No discussion was held on this item.

Exhibit 19: Confirmation of Workshop Date and Subject

Ms. Thibault stated that the District’s quarterly workshop meeting, which had been scheduled for April 9, had not been held due to COVID-19 closures. Ms. Thibault noted that the next quarterly workshop was scheduled for July 11, and asked whether the Board wished to schedule an earlier workshop.

Mr. Leventry stated that a meeting could be scheduled, but would likely be cancelled. Mr. Lockom spoke in favor of the July 11 meeting. The Board did not make a determination at this time.

Mr. Eckert informed the Board that the District had received notice of delinquent CDD assessment payments from MiraBay Townhomes, in the amount of $77,500 for O&M, approximately $25,000 for the 2019 A1 assessment, and approximately $21,000 for the 2019 A2 assessment, for a total amount of $123,486 due. Mr. Eckert noted that District management had been in contact with the landowner, who had promised that the owed money would be paid, following closing on the property.

Ms. Thibault stated that the closing date had originally been scheduled for April 9, but had been pushed back to being set for May 22. Ms. Thibault noted that MiraBay Townhomes was aware of the penalties associated with delinquent payments, and had indicated that they were willing to pay those penalties. Ms. Thibault noted that the letter of notice had been forwarded to the Board.

Mr. Eckert recommended that the collection of those assessments be turned over to the District Counsel’s office. Mr. Eckert noted that a special resolution provided that collection costs for delinquent assessments were included as part of the assessments, and as such counsel would be pursuing attorney’s fees associated with the collection up to and including foreclosure. Mr. Eckert also asked whether the Board would find it amenable for counsel’s office to write a letter informing MiraBay Townhomes of the due amounts with interest, with an additional warning that the District would be pursuing foreclosure proceedings, if the amount was not paid by May 23. Mr. Eckert stated that he was not confident that there would be many real estate closings throughout the month of May, and encouraged pursuing assessment collection. Mr. Eckert additionally recommended that any assessment payment delinquencies that are found to be in excess of 30 days be turned over to District Counsel to handle collections in the future.

Mr. Leventry asked Mr. Eckert whether he required a motion from the Board for the assessment collections to be turned over to the District Counsel’s office. Mr. Eckert stated that a motion for drafting the letter and subsequently pursuing foreclosure in accordance with the passed resolution would be helpful.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved Hopping Green & Sams writing a letter for collection of assessments, with amounts due on May 23, and, if needed, Hopping Green & Sams would pursue foreclosure proceedings, for the Harbor Bay Community Development District.
Following the motion, Mr. Eckert reiterated the recommendation that any delinquencies from landowners in excess of 30 days be turned over to District Counsel for collection in the future.

Mr. Wick asked whether the District should consider putting the particular owner back on roll. Mr. Eckert noted that putting bulk parcels of acreage on the assessment or on the county tax roll during economic downturns has resulted in unsold tax certificates. Mr. Eckert stated that their intention was to directly collect and foreclose unpaid assessments on unplatted land, putting assessments for platted loss on the tax roll.

D. General Manager & Field Operations Manager

- Exhibit 20: MiraBay Manager’s Report

Ms. Alfano stated that Vesta was continuing to utilize all the staff members that they could. Ms. Alfano noted that the focus of current work was on preparing for re-opening, such as stocking fresh inventory with non-perishable supplies. Ms. Alfano stated that some ground had been lost for the transition of point-of-sale systems to Square, but acknowledged that training was resuming, and anticipated being ready with the system upon re-opening. Ms. Alfano spoke positively with regards to the newsletter changes in communication, citing efforts on including content on the e-blasts to keep the residents engaged with various activities, as well as statistics on residents opening and engaging with the e-blasts. Ms. Alfano acknowledged that the bi-monthly lifestyle guide newsletter that was normally produced by the *Tampa Bay Times* and delivered to each resident had been immediately discontinued for all communities, due to the COVID-19 closures. Ms. Alfano additionally spoke positively of the Easter Bunny activity that they had organized, noting that media would be shared in the next e-blast.

- Exhibit 21: Amended & Restated Amenities Rule Handbook

Ms. Alfano noted that a red line version indicating corrections to the amenities rule handbook had been provided, and asked the Board for direction. Mr. Leventry recommended that this be discussed in June, giving the Board members time to review the recommended changes. Mr. Eckert advised that this would require a motion to authorize staff to issue a notice of rule development and a notice of rulemaking, as a number of the proposed changes would require a rule hearing. Mr. Leventry asked whether this would be separate from the parking and towing policy rule hearing, and Mr. Eckert clarified that it would be separate.

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board approved the direction of staff to plan and implement a rules hearing in June for the amended and restated amenities rule handbook, for the Harbor Bay Community Development District.

Following the motion, Mr. Curley asked whether potentially debatable input from Supervisors on rules should be highlighted. Mr. Leventry stated that he believed that input could be submitted, whereas debate and decisions would be conducted on the night of the rules hearing. Mr. Eckert clarified that nothing needs to be hashed out immediately, but rather the motion was to authorize staff to publish the notice for June. Mr. Eckert encouraged for any Supervisors with questions or concerns about the proposed changes to the amenities rule handbook to reach out to Ms. Alfano prior to the June rules hearing. Mr. Leventry additionally encouraged any Supervisors with questions or concerns about the proposed changes to the parking and towing policy to reach out to Mr. Eckert prior to that respective rules hearing.
Exhibit 22: Field Operations Report

Mr. Ivester noted that sidewalk repairs and the pond fountain projects had been completed, and that the pool bathroom proposals were included later in the agenda.

Mr. Ivester indicated that two bids had been received for the roundabout pavers’ project, but noted that he was aware of some concerns regarding the project, requesting direction from the Board. Mr. Leventry expressed confusion, stating that a motion for paver installation in the roundabout had already been voted on several months prior, in an amount at about $35,000. Mr. Lockom agreed with this recollection, stating the need to move on.

Mr. Curley asked what the Board’s working assumptions regarding the community’s financial situation over the next 12 to 36 months were, referencing an email from a resident expressing concern. Mr. Curley stated that the District should make a formal statement regarding their assessment of what to expect in terms of fees and community spending. Mr. Leventry requested that this discussion be deferred. Mr. Leventry reiterated that the pavers item had previously been voted upon, indicating funds in the ledger and the approved budget. Mr. Leventry stated that he believed the vote had been held as early as the November meeting, expressing concerns about delays. Mr. Leventry stated that discussion on financial outlooks was valid, but more relevant to addressing the 2021 budget.

Mr. Ivester indicated that the roundabout pavers’ bids were listed at twice the amount of the original expected expense, and recommended the bid listed at $62,500. Mr. Leventry asked how many roundabouts the bids covered, and Mr. Ivester confirmed that the bids were for eight roundabouts. Mr. Leventry recalled that the original proposal did not include all of the roundabouts, but rather just the roundabouts on the property that had sustained damage. Mr. Leventry requested for the District Manager to retrieve the notes regarding the original motion for the pavers, and opted to table the discussion until the next meeting. Mr. Curley additionally requested a discussion on the likely outlook on finances for the community.

Exhibit 23: Field Operations Grade Sheet

Mr. Leventry noted that this item had already been discussed.

Exhibit 24: Consideration of Pool Bathroom Renovation Proposals

- Advantage Restoration & Contracting - $28,627.09
- WCP Construction - $31,979.00
- Peter Bowen Construction - $26,358.00

Mr. Ivester recommended that the Board make a motion to approve the pool bathroom renovation proposal from Advantage Restoration & Contracting.

Mr. Wick made a motion to approve the Advantage Restoration & Contracting bathroom renovation proposal. During this motion, Mr. Leventry asked whether closures and changes to business services due to COVID-19 would affect the renovation process. Mr. Ivester advised that Advantage Restoration & Contracting would be ready to perform the work as soon as approval from the District is received.
On a motion by Mr. Wick, seconded by Mr. Leventry, with all in favor, the Board approved the Advantage Restoration & Contracting pool bathroom renovation proposal, in the amount of $28,627.09, for the Harbor Bay Community Development District.

SEVENTH ORDER OF BUSINESS – Consent Agenda Items / Business Administration

A. Exhibit 25: Consideration of Minutes of the Board of Supervisors Town Hall Meeting Held on January 9, 2020
B. Exhibit 26: Consideration of Minutes of the Board of Supervisors Meeting Held on February 20, 2020
C. Exhibit 27: Consideration of Operations & Maintenance Expenditures Check Register for February 2020
D. Exhibit 28: Consideration of Operations & Maintenance Expenditures Check Register for March 2020
E. Exhibit 29: Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – Reserve Fund
F. Exhibit 30: Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – Reserve Fund
G. Exhibit 31: Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – MiraBay Amenity Center
H. Exhibit 32: Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – MiraBay Amenity Center
I. Exhibit 33: Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – Evergreen Fund
J. Exhibit 34: Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – Evergreen Fund
K. Exhibit 35: Consideration of Operations & Maintenance Expenditures Check Register for February 2020 – Seawall Fund
L. Exhibit 36: Consideration of Operations & Maintenance Expenditures Check Register for March 2020 – Seawall Fund
M. Dock and Boat Lift Approvals
   ➢ Exhibit 37: 502 Islebay Drive, Apollo Beach, FL 33572
N. Exhibit 38: Ratification of the Third Amendment to License Agreement between the District and Park Square, date March 23, 2020, for Seawall Staging Lots
O. Exhibit 39: Ratification of Master Seawall Project Design Build Change Order No. 1 & No. 2
P. Exhibit 40: Ratification of Construction Requisition No. 1 – No. 5
Q. Exhibit 41: Ratification of Burby Upland Claims Inspection Invoice #1686 - $28,214.36
R. Exhibit 42: Ratification of Campus Suite ADA Website Services Agreement
   ➢ Campus Suite Invoice of Additional Service Costs
S. Exhibit 43: Ratification of ACPLM Change Order for Additional Asphalt for Isle Bay Repair Proposal - $1,000.00
T. Exhibit 44: Ratification of Rep Services in Playground Ladder Replacement Proposal - $1,158.79

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

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

Mr. Curley gave a number of comments on the consent agenda, which are documented as follows:

• On pages 85 and 86, Mr. Curley noted that the District was being charged a late payment fee. Mr. Curley expressed concerns as to why, and requested that it be reversed if possible.

• Mr. Curley noted that on every fund, it appeared that the District was being charged a $30 service charge, with the MiraBay Fund being $7.94, and noted that this was a new occurrence to him. Mr. Curley requested confirmation as to whether this was due, and if it’s due, why the District was being charged with it.

• Mr. Curley observed that on page 27 and 86, a charge from DPFG in the amount of $700 was listed on January 31 with no explanation. Mr. Curley speculated as to whether this charge was for the budget true-up, but requested confirmation.

• Mr. Curley stated that a large percentage of bills for the District’s water, Spectrum, Frontier, and TECO services had been paid late, referencing pages in the 30s, 40s, 50s, 70s, 80s, 90s, and indicating that there were a wide variety of payments. Mr. Curley observed that Frontier and Gas South specifically charge late payment fees, and assumed that those would be reversed and reimbursed for the District.

• Mr. Curley noted that on Page 87 through 89, the District incurred a variety of Envera camera charges. Mr. Curley asked whether the District was capable of using their equipment credit for these charges.

• Mr. Curley noted that the subcontracted irrigation work on page 169 should have been preapproved, per the District’s contract.

• Mr. Curley questioned the reconnection fee that had been incurred by the District, listed on pages 177 to 179.

• Mr. Curley questioned bills from Poseidon Pool Service for the months of February and March on pages 192 and 193. Mr. Curley indicated that these months were after the Vesta contract had been in place, and that the District by this point was also being billed by Vesta, citing a March bill on page 76.

• Mr. Curley noted that the MiraBay Fund on page 43 lists charges in the detail from Vesta of approximately $22,000 and $35,000. Mr. Curley questioned what this was, as the ledger does not indicate that this was paid, but no further background was provided on the page.
• Mr. Curley questioned a service charge fee of $45.24 that was listed on page 89 with no explanation.

• Mr. Curley expressed concerns regarding the PDF page overage fee being charged due to the District already having converted a total of 5,633 pages. Mr. Curley observed that, based on what was available on the website, the District had converted the entire agenda packets as opposed to the minimum materials required. Mr. Curley speculated that the overage fee resulted from the conversion of unnecessary and unwanted material on the agenda packages that had been uploaded.
  
  o Mr. Leventry expressed concerns at this item, noting that the contract had been in place for two months, and that expenses could be significantly higher if overage charges were to continue.
  
  o Mr. Eckert advised that a bill had been passed by Florida Legislature and was awaiting passage to the Governor that would eliminate the need for website posting of meeting materials. Mr. Eckert also noted that discussion was held at the December and January meetings, defining the meeting materials to be posted only including meeting agendas, resolutions, and agreements.

• Mr. Curley questioned the number of irrigation repairs throughout, noting that the District had just had a comprehensive review of our irrigation performed in an amount recalled to be ~$12,000. Mr. Curley asked why the District was being charged several thousand more for a number of new irrigation items.

• Mr. Curley questioned whether the attached construction requisition contract reflected the two Pinckney lots that were being moved out of the emergency project and back into the master seawall project.

Mr. Curley requested that the consent agenda be approved with investigation and appropriate changes being made, with a particular emphasis on the Poseidon Pool Service payment as an urgent matter.

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved, subject to the investigation of the items noted by Mr. Curley, all items of the consent agenda for the Harbor Bay Community Development District.

EIGHTH ORDER OF BUSINESS – Supervisor Requests

A. Discussion of Legal Bill Expenditures

  ➢ Exhibit 47: Legal Fees
  This item was discussed alongside Exhibit 48.

  ➢ Exhibit 48: Process for Initiating New Legal Work
  Mr. Leventry noted that he had had a discussion with District Counsel and District Management regarding the matter of legal fees. Mr. Leventry believed that legal expenditures for the District would be reduced as the upland claims are each resolved.
  
  Mr. Leventry stated that significant expenditures remained, and informed the Board that he had directed District Counsel to include each request from either individual
Supervisors or the collective Board within the billing code, to be reflected in the invoices. Mr. Leventry noted that a retrospective directive was itself a request that would be a significant expense and therefore not justified, but that going forward, the code would reflect which Supervisors had made requests.

Mr. Curley suggested the implementation of additional measures described in the Exhibit and beyond what had been proposed, specifically recommending Supervisors being copied in any correspondence being forwarded to the District Counsel.

Mr. Leventry noted the suggestion of a not-to-exceed amount for incurred legal fees, with requests coming to the Board or to the Chair in case of emergencies should expenditures for said request be in excess of the proposed amount of $3,000, or 10 billable hours. Mr. Wick questioned whether this proposed amount remained too high for Supervisors consulting District Counsel on topics that had not been approved by the Board. Mr. Leventry requested that any Supervisor having a request with an estimated cost in excess of $1,000.00 should first contact the Chairman or the Vice Chairman of the Board, and/or bring the matter to the Board meeting depending on how critical or time-sensitive the request is.

Mr. Eckert expressed concerns with a scenario where Supervisors would be relayed explanations from another Supervisor serving as either the Chair or Vice Chair if their requests were to be denied. Mr. Eckert saw this as a potential issue with the Sunshine Law regarding communications between Supervisors. Mr. Eckert additionally noted the possibility of issues arising between meetings that don’t originate from supervisor requests.

Mr. Leventry expressed the need for a billing code for Board requests, staff requests, and dynamic events, and suggested that Board member requests exceeding $1,000.00 should have no action taken until it is voted on by the Board at a subsequent meeting.

Mr. Lockom asked for clarification as to what extent the services performed by the District Counsel office were being dictated specifically as new requests by Supervisors, as he felt the amount would be inconsequential. Mr. Eckert opined that there was some savings potential to be found with the suggestion. Mr. Eckert stated that he had provided a list of current projects being worked on, and noted that he was unsure how to navigate Supervisor requests that were related to the current projects, in light of the protocol that had been suggested.

Mr. Leventry suggested the clarification that any new projects directed by staff members or a Board member to District Counsel, that were not dynamic events, that Counsel felt would be prudent to be acted upon immediately, and that would expend funds up to $1,000.00 as a result of billable hours, would be deferred to the next Board meeting for discussion.

Mr. Curley asked for clarification as to whether District Counsel would be involved in any routine teleconferences regarding COVID-19 and simply reviewing recommendations likely made by Vesta for compliance to orders at the state and county level. Mr. Curley noted that District Counsel was involved in a number of teleconferences and meetings, specifically requesting that no work be done on the Manatee Agreement outside of the Driscoll case, until litigation was resolved. Mr. Leventry noted that, with regards to COVID-19, he had been attending meetings daily at work with attendance from the surgeon and the attorney, as any actions taken that are recommended by medical staff immediately go to the attorney. Mr. Leventry opined that counsel in teleconferences regarding COVID-19 were absolutely necessary, but agreed
with Mr. Curley’s other comments. Mr. Curley expressed the hope and need for legal fees
to be reduced further.

Mr. Leventry requested that District Management ensure that a review of the invoices of
legal fees is included in the agenda for the regular meeting of the Board of Supervisors
scheduled for August.

B. Exhibit 49: Discussion of Pickleball Construction

Mr. Curley stated that he did not believe moving forward would incur substantive costs,
recommending moving forward in the process as outlined. Mr. Leventry asked for clarification as
to whether Mr. Curley was recommending that the Board direct staff to work on obtaining bids
for the construction of the two pickleball courts, based upon the work that had already been
completed by Cardno. Mr. Curley confirmed this, and began to discuss the lighting and other
potential features for the courts. Mr. Leventry asked for clarification as to whether Mr. Curley
was recommending that Cardno should perform further engineering, to subsequently come up
with a request for bid proposals. Mr. Curley indicated that Cardno outlining specs for the
proposal was a more appropriate description than engineering. Mr. Curley stated that Cardno
would then direct the project to Vesta to begin the process of obtaining the bids.

Mr. Woodcock noted that the basic construction and permitting costs for four courts was
$169,600, though this number increased to $266,000 with the addition of enhancements such as
lighting and bathrooms. Mr. Woodcock additionally noted that design and permitting services
would be required for modifying the existing permit to account for the two added pickleball
courts, and that the courts themselves would require a hard and impervious surface swap. Mr.
Woodcock expressed his willingness to work with Mr. Ivester in order to acquire a rough cost
estimate for the project. Mr. Curley requested that this estimate be provided for the next
meeting’s agenda.

Mr. Maurer recommended that Ms. Alfano be appointed as the lead on the project, with engineer
support provided.

Mr. Lockom stated that he did not recall the Board coming to an agreement on the construction of
the pickleball courts behind the tennis courts, adding comments about formally asking the
residents for input.

Mr. Maurer noted the difference between the needs for engineering and evaluating options and
how well each fits the needs of the community, and stated that the latter would be Ms. Alfano’s
goal as project lead.

Mr. Leventry stressed the need for caution and prudence in approaching projects with high
expenses due to the current economic situation. Mr. Leventry also indicated the need for
sensitivity to the community’s priorities.

Ms. Alfano informed the Board that preliminary work had been performed with regards to the
courts’ rough costs if needed for the 2021 budget, and that the numbers that Mr. Woodcock had
alluded to were aligned with the research already conducted. Ms. Alfano expressed that they were
willing to research the community for areas and numbers of courts if needed, and noted that
assistance from the District Engineer and other vendors would likely be needed for the project,
with vendor bids for individual aspects of the courts to be brought to the Board for discussion.
Mr. Woodcock elaborated that a working relationship with Ms. Alfano’s staff would allow for
smoother maintenance of the courts once the engineering stage was complete.

Mr. Curley stated his hesitance with moving forward with the pickleball court expense, as well as
the pavers’ expense, before determining and assessing the economic impact the community
would be facing in the future. Mr. Curley stated that he believed that Landing Park had been
discussed as a potential location for the pickleball courts, but recalled the location being significantly more expensive than the location by the tennis courts.

Mr. Lockom asked for clarification as to what exactly the Board wished to direct staff to do, and how much funding would be provided. Mr. Leventry concurred with the need for clarification. Mr. Maurer stated that he was asking and recommending that Ms. Alfano be appointed as the lead of the project as the general manager of the community’s facilities, allowing her to define demand and options for the pickleball courts, and subsequently tasking engineers in finding solutions to meet those requirements. Mr. Curley stated that he had been thinking of more specific direction, referencing past discussions regarding the placement of the courts. Mr. Leventry requested that a member of the Board make a motion specifying what was being asked of staff. Mr. Curley asked whether there was a degree of specificity or flexibility that Ms. Alfano and Cardno would like to hear from the Board.

Ms. Alfano stated that she would like to conduct research on areas personally, potentially taking vendors along. Ms. Alfano stated that she would be able to confer with Mr. Woodcock regarding engineering possibilities after in order to approve options, location, number of courts, and other details. Mr. Leventry asked whether June would be an acceptable time for Ms. Alfano’s recommendations to be brought back, and Ms. Alfano voiced approval. Mr. Leventry stated that he did not believe that this decision would cost the Board anything and therefore did not need a motion.

Mr. Maurer asked whether it would be helpful for Ms. Alfano to be given an upper limit for the pickleball court expenses in order to narrow down recommendations. Ms. Alfano stated that costs would come into play once details such as the allocated land and number of courts possible became clearer. Mr. Leventry asked whether Ms. Alfano felt she had sufficient guidance from the Board in order to proceed with gathering and bringing recommendations for June, and Ms. Alfano said that she did.

C. Exhibit 50: Discussion of Conveyance Standards

Mr. Leventry stated that he believed that the District already had conveyance standards. Mr. Eckert noted that the standards that the District already had expressed what the District would like to see when conveyances come to the District, which to some extent was separate from the relationship with the developer under the acquisition agreement. Mr. Eckert advised that anything could be put down in the conveyance standard based on what the District desired out of conveyances.

Mr. Leventry asked whether any component of the attached document from Mr. Curley beyond environmental, state, and regulatory items was enforceable, or whether anything could be written, with the condition that Park Square would not be required to maintain adherence. Mr. Eckert noted that the District’s position was in favor of infrastructure that was both in good condition and in compliance with the District’s conveyance standards; whereas Park Square’s position was that anything could be conveyed in any condition. Mr. Eckert also noted that nothing in the attached document would be undesirable from the District’s standpoint, but that Park Square did not believe that the conveyance standards were consistent with the acquisition agreement’s requirements. Mr. Leventry asked Mr. Eckert for his view on Mr. Curley’s recommendations within the document, and Mr. Eckert stated that the District would be able to put these in the conveyance standards, though encouraged an understanding of the dynamic between the District’s position and Park Square’s position. Mr. Leventry stated that he did not feel that the recommendations constituted a negative for the District, but also was unsure about their positive impact.

Mr. Curley stated that he wished to ensure that the assessment of the roadways would be added, and that their sidewalks, if they were also to be conveyed, would be transferred with root barriers
already installed around street trees. Mr. Curley noted that the motivation was to avoid added costs in the future.

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the additions to the conveyance standards for the Harbor Bay Community Development District.

D. Exhibit 51: Discussion of District Website

Mr. Leventry requested that a button be added on the main District webpage linking directly to the seawall.

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

Mr. Leventry noted that Mr. Lockom had received fake emails purportedly from the Chair. No further discussion was held on this item.

F. Exhibit 53: Discussion of AIG Update

No discussion was held on this item.

G. Exhibit 54: Wolf Branch Creek Hog Update

Mr. Leventry noted that about ten hogs had been trapped, and that plans were in place to install a fence for Wolf Branch Creek. Mr. Maurer noted that fencing was graded out, and opined that progress was moving very quickly. Mr. Maurer additionally observed that a landscaping plan would likely be needed, as the area on the District’s side of the fence line had been cleared for installation. Mr. Maurer addressed resident concerns he had seen posted on NextDoor, clarifying that the installed fence would run all the way around to the west end of Manns Harbor, enclosing the preserve.

Mr. Ivester stated that he had been in communication with the construction crew on the site, and had learned from them that the year’s budget from the County would only allow for materials to run fencing up to the area by 624 Manns Harbor Drive. Mr. Maurer stated that he would be in contact with the county manager, noting that in previous communications weeks prior, the manager had indicated that the full project would be carried out.

NINTH ORDER OF BUSINESS – Audience Comments

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

Ms. Thibault read a question from a resident which asked whether annual assessments for residents would be lower, reflecting facility closures and restriction of access to residents in response to the COVID-19 pandemic.

Mr. Curley noted that this question had been submitted via email, and questioned whether the Board’s process for resident comments was being changed such that any comments via email would now be discussed. Mr. Eckert advised the Board that, under Florida law, the Board had no obligation to answer every question posed to the Board, and were only obligated to receive public comment. Mr. Eckert stated that the Board could choose to answer all questions, but noted that staff would sometimes be better suited to answer and field certain questions received from residents. Mr. Eckert recommended that the Board not enter in-depth back-and-forth discussions with all audience comments and questions due to staff having the ability to address a number of comments. Mr. Leventry clarified that Mr. Curley’s question was in reference to email comments being submitted in lieu of in-person comments during a virtual meeting, and Mr. Eckert stated
that receiving email comments during a virtual meeting would be a way to show the Board’s compliance with the law in allowing public comments.

- Audience Comments

A resident requested clarification as to the extent of the fencing installation to address the hog activity in the community, citing concerns about the activity potentially funneling into concentrated areas as a result of incomplete fencing, and requested confirmation as to whether a Supervisor planned on following up with Hillsborough County to ensure that fencing would be continued. Mr. Maurer confirmed that he would be consulting with Hillsborough County. The resident stated that he would appreciate a channel through which residents would be able to get feedback.

A resident voiced concerns regarding the condition at the end of Manns Harbor Drive, specifically referring to palm fronds and dead plant debris on the ground. Mr. Curley noted that this area was owned by Park Square. The resident questioned why the condition appeared to have worsened over the past two months. Mr. Maurer noted that the branches were not being picked up, speculating that the County was not clearing debris due to it being an HOA issue. Mr. Leventry stated that this was a Park Square issue, and Mr. Curley noted that Park Square oversaw the HOA. Mr. Maurer asked whether the issue could be brought up to a specific representative of the HOA. Mr. Leventry stated that this was ultimately not a CDD issue. Mr. Curley informed the resident that the District’s abilities in Park Square-related matters were limited, referencing previous discussions on conveyance standards, and encouraged the resident to direct comments to the HOA manager in addition to Park Square. Mr. Curley observed that MiraBay Boulevard had been cleaned up on the day of the meeting, speculating that this could be in response to comments made regarding the conveyance standards.

A resident thanked the Board for addressing matters related to the pickleball courts, and expressed willingness to assist Ms. Alfano as project lead.

- Supervisor Comments

Mr. Wick addressed the Vesta Update, in particular with regards to how it addressed potential staff reductions, and stated that his position on positive partnerships was where the District would continue to pay vendors with contracts without the expectation that they furlough their employees. Mr. Wick additionally expressed concerns that the list of comments raised by Mr. Curley with regards to the consent agenda indicated that the process was not being fixed. Mr. Wick advised that staff focus in on the specific items in order to keep Mr. Curley from undertaking the extent of effort each month to compile variations and issues. Mr. Wick additionally stated that there was not a specific Supervisor that had been authorized to speak on behalf of the Board or on behalf of the District, through community e-blasts, postings on social media, or through other means, and advised that the District hired professional staff to handle these matters.

Mr. Maurer recommended going to Wolf Creek Park and observing the work underway on the fence, speaking positively of the project and noting that the current vegetation would keep the fencing away from being viewed. Mr. Maurer requested that Ms. Alfano look into the status of the water fountain programming.

Mr. Lockom requested that District Management advertise the next meeting location as either being an online meeting or at the Clubhouse.

Mr. Leventry reiterated requests that the beginning of each tab in the agenda package include information on what the exhibit entailed, who requested for the exhibit to be included on the agenda, what decision or action the Board was being asked to take in
response, and when the request for the exhibit’s inclusion was initiated. Mr. Leventry additionally requested that staff calls resume in order to reduce the number of non-urgent items included as part of the agenda package. Mr. Curley asked who was responsible for adding the information at the beginning of each agenda tab, and Mr. Leventry clarified that he believed that the District Manager was responsible for this information’s inclusion.

Ms. Thibault requested that District Counsel review legal memos to be included as part of the agenda package and make any changes deemed necessary from a legal perspective. Mr. Wick suggested that Mr. Leventry confer with Ms. Thibault offline in order to discuss what he felt was absent from the agenda items. Mr. Leventry clarified that his primary request was for exhibit pages specifically to each include the requested five lines on the “who, what, why, when, and where” of the exhibit, noting that the agenda package had been improving with the inclusion of information on the discussion item and what the Board was responsible for deciding on exhibits. Mr. Eckert clarified that District Counsel was now excused from doing the memos for any agenda item.

TENTH ORDER OF BUSINESS – Adjournment

On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board, at 11:31 p.m., adjourned the meeting for the Harbor Bay Community Development District.