

1 **MINUTES OF MEETING**

2 *Each person who decides to appeal any decision made by the Board with respect to any matter*
3 *considered at the meeting is advised that person may need to ensure that a verbatim record of the*
4 *proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

5 **HARBOR BAY**

6 **COMMUNITY DEVELOPMENT DISTRICT**

7 The Regular Meeting of the Board of Supervisors of the Harbor Bay Community Development
8 District was held on **Thursday, April 16, 2020 at 6:00 p.m.** via Zoom conference call.

9 Present and constituting a quorum were:

- | | | |
|----|----------------|---------------------------------------|
| 10 | Dan Leventry | Board Supervisor, Chairman |
| 11 | Steve Lockom | Board Supervisor, Vice Chairman |
| 12 | Paul Curley | Board Supervisor, Assistant Secretary |
| 13 | Ryan Wick | Board Supervisor, Assistant Secretary |
| 14 | Michael Maurer | Board Supervisor, Assistant Secretary |

15 Also present were:

- | | | |
|----|-------------------|--|
| 16 | Patricia Thibault | District Manager, DPFM Management & Consulting |
| 17 | Ken Joines | District Manager, DPFM Management & Consulting |
| 18 | Margaret Alfano | General Manager, Vesta Property Services |
| 19 | Doug Ivester | Operations Manager, Vesta Property Services |
| 20 | Julie Cortina | Regional Manager, Vesta Property Services |
| 21 | Holly Faldetta | Lifestyle Manager, Vesta Property Services |
| 22 | Roy Deary | Vesta Property Services |
| 23 | Mike Eckert | District Counsel, Hopping Green & Sams |
| 24 | Greg Woodcock | District Engineer, Cardno |
| 25 | Chris Gamache | Cardno |
| 26 | Matt Davis | Mills Paskert Divers PA |

27
28
29 Audience
30

31 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

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

34 **SECOND ORDER OF BUSINESS – Pledge of Allegiance**

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

36 **THIRD ORDER OF BUSINESS – Audience Comments on Agenda Items**

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

39 Ms. Thibault summarized an audience comment regarding the community’s parking and towing
40 policy, which included a number of requests for clarification in the policy to state that parking
41 spots are available for any daytime contractors or visitors, for the implementation of paid yearly
42 parking permits specific to households, for limiting the length of time that vehicles can be parked
43 in a single place without moving, and for removing the section included about HOA-specific
44 parking rules.

45 An audience member noted that the palm trees at the end of Manns Harbor Drive appeared to be
46 dying. The audience member additionally requested information about the extent of planned
47 fencing along the preserve, noting concerns regarding an ongoing issue in the community with
48 wild hog activity.

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

51 There being none, the next item followed.

52 **FIFTH ORDER OF BUSINESS – Business Items**

53 A. Seawall Update

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

59 ➤ Exhibit 2: Primary Contract – Status Update

60 Mr. Eckert noted that a memo had been provided, which included an update to the
61 primary contract for Board approval. Mr. Eckert stated that the update included a change
62 order 3 to the primary contract and a corresponding change order 1 to the emergency
63 repair contract, due to contractor’s inability to accomplish concrete cap work on 609 and
64 611 Pinckney Drive. The work at these addresses would be moved from the emergency
65 repair contract to the primary contract under this update.

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

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

74 ➤ Exhibit 3: Emergency Contract – Status Update

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

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

77 Mr. Gamache stated that the provided cost from Earth Tech for installing a cap on the
78 existing wall at the former test sites was in the amount of \$104,940.00. Mr. Gamache
79 stated that the cap would serve to provide a level, consistent surface for walking, and
80 provide for a consistent look with cap lines matching between properties. Mr. Gamache
81 noted that the three test sites encompass four properties, and that a pricing breakdown for
82 each lot would be obtained, also noting that Earth Tech had a consistent price of \$265 per
83 linear foot. Mr. Gamache asked the Board whether they would like to approve an
84 amendment to direct staff to develop for lots individually.

85 Mr. Lockom opined that work should be done at 5607 Seagrass Blvd only, as a
86 homeowner is building on that specific lot, whereas the other three properties were
87 owned by Smart Communications.

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

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

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

99 Mr. Leventry stated that he believed that the Board and the District created the
100 inconsistency with the test sites, and bore responsibility to make the community
101 consistent. Mr. Leventry opined that the non-homeowner lots being developed took lower
102 priority compared to the homeowner lot on 5607 Seagrass Boulevard, and recommended
103 that the District readdress the other three lots as they become developed and finalized.
104 Mr. Leventry stated that the difference between capped and uncapped surfaces could
105 result in a safety issue, and made a motion for the concrete cap on the homeowner lot on
106 5607 Seagrass Boulevard.

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

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

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

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

123 ➤ Exhibit 5: Boat Relocation Memo

124 Mr. Leventry stated that Cardno had spoken to options for residents with trailers to place
125 their boats on trailers in a District-approved location, or alternatively allowing for
126 docking boats behind the clubhouse.

127 Mr. Gamache noted that in previous emergency repairs, there were no real issues with
128 boat locations, but that with COVID-19, local marinas that had been contacted were
129 either full or closed, resulting in increased burden on residents.

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

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

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

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

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

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

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

170 Mr. Leventry made a motion to allow for residents to park boats outside of the Outfitters.

171 During discussion of the motion, Mr. Wick asked Mr. Eckert whether limitations in the
172 number of boats existed with the manatee agreement, to which Mr. Eckert responded
173 "Not on a temporary basis."

174 Mr. Maurer asked how many boats at a time in the water would be expected, which Mr.
175 Gamache responded that average numbers would be around four or five boats, with an
176 anticipated upper limit of ten boats at a time.

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

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

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

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

203 B. Exhibit 6: Landscape Update – Doug Ivester

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

212 Mr. Curley suggested that residential comments and concerns regarding landscape be addressed
213 to indicate awareness, recommending a broad communique sent out to the whole community
214 providing landscape updates and information on areas of focus. Mr. Curley additionally noted
215 that a previous residential comment raising concerns about trees potentially spreading debris
216 during high winds had not been fully addressed. Mr. Curley advised that an immediate response
217 to these items was not needed but would be appreciated for the next meeting.

218 Mr. Ivester stated that community landscaping-related items were already included as part of the
219 “Turf Talk” section of Vesta’s regular e-blasts, but would work on expanding the section as
220 needed.

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

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

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

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

235 C. Exhibit 7: Upland Claims

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

- 238 ➤ Kilcoyne – 5715 Tortoise Place - \$11,025.00

239 On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the
240 settlement agreement claim for the Kilcoyne property at 5715 Tortoise Place, in the amount of
241 \$11,025.00, for the Harbor Bay Community Development District.

- 242 ➤ Caskey – 5606 Skimmer Drive - \$15,200.00

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

- 246 ➤ Lucas – 5613 Skimmer Drive - \$20,427.00

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

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

- 253 ➤ Cates – 5638 Skimmer Drive - \$14,450.00

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

257 ➤ Parry – 5617 Seagrass Place - \$15,950.00

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

261 ➤ Granowicz – 5640 Skimmer Drive - \$10,690.00

262 On a motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board approved the
263 settlement agreement claim for the Granowicz property at 5640 Skimmer Drive, in the amount of
264 \$10,690.00, for the Harbor Bay Community Development District.

265 ➤ Martin – 5722 Sea Turtle Place - \$20,775.00

266 On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the
267 settlement agreement claim for the Martin property at 5722 Sea Turtle Place, in the amount of
268 \$20,775.00, for the Harbor Bay Community Development District.

269 ➤ Dyer – 533 Islebay Drive - \$17,750.00

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

273 ➤ Cross – 412 Islebay Drive - \$19,390.00

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

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

282 ➤ Charter – 543 Islebay Drive - \$29,363.00

283 Mr. Davis stated that while estimates had previously been acquired for this company, the
284 third party engineer in contact with the contractors had not been able to provide a
285 definitive estimate due to concerns with the subsurface conditions, as well as a lack of
286 knowledge as to the extent of the damage. Mr. Davis informed the Board that the

287 engineer recommended conducting limited destructive testing, pulling back tile to
288 evaluate subsurface damage to acquire firmer estimates, and then temporarily replacing
289 the tile. Mr. Davis noted that this test would cost between \$1,000.00 and \$1,500.00 to
290 perform, but advised in favor of it, expressing concerns about claims estimates potentially
291 being \$10,000.00 higher or lower than the scope of the work needed, depending on the
292 extent of damage.

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

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

308 ➤ Erickson – 534 Islebay Drive - \$13,750.00

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

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

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

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

324 Mr. Curley asked for counsel input from both Mr. Davis and Mr. Eckert as to whether
325 there were any risks involve in not offering settlements to either litigating party. Mr.
326 Davis stated that it was a voluntary process, and that any associated deadlines only
327 pertained to when the settlements were to be brought to the Board for approval.

328 ➤ Davis – 5721 Tortoise Place - \$20,367.00

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

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

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

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

345 ➤ Upland Counsel Status Update – Matt Davis

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

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

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

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

366 D. Major Project Updates

367 ➤ Exhibit 8: Cardno Project Tracker

368 Mr. Woodcock stated that the Southwest Florida Water Management District Operation
369 of Maintenance Certifications were due the week of April 19 through April 24, and that

370 they would be on-site reviewing storm water ponds and structures to verify compliance
371 with permitting conditions.

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

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

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

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

396 Mr. Leventry asked management whether Hecker had been paid. Ms. Thibault stated that
397 she had not been able to find any past payments for the project to Hecker Construction
398 within the updated accounting software. Mr. Leventry asked about the contractual
399 timeline to complete the project. Mr. Woodcock noted that the project ranged between
400 \$1,000.00 and \$2,000.00, and as a result did not believe that a formal contract had been
401 written for the project.

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

406 ➤ Exhibit 9: Reserve Study Road Repair Project

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

411 Mr. Curley asked whether Mr. Woodcock believed that deficiencies found in areas were
412 indicative of work falling below county or state guidelines at the time of construction,
413 which Mr. Woodcock agreed with. Mr. Curley recommended that the District evaluate

414 pavement with any future conveyance to avoid future issues, indicating a number of
415 conveyance suggestions and additions included in the agenda.

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

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

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

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

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

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

442 ➤ Exhibit 10: Park Square

443 • Updated April Memo

444 Mr. Lockom gave an overview of the discussions that had been held between
445 himself, District Counsel, and Park Square's attorney. Mr. Lockom observed that
446 Park Square did not appear interested in incurring expenses beyond that which
447 was legally required. Mr. Lockom summarized the letter sent to Park Square
448 following the March meeting, stating that the District was not interested in
449 helping Park Square sell homes if Park Square was not interested in assisting
450 with overcrowded amenities on the property. Mr. Lockom suggested that the
451 Board direct District Counsel to draft a letter to Park Square requesting the
452 removal of signage throughout the community and flags at the front of the
453 community. Mr. Lockom additionally advised for Ms. Alfano to keep
454 professional manner but to halt working with them with regards to sales and
455 amenities. Mr. Leventry stated that he was in complete concurrence with Mr.
456 Lockom's statements.

457 Mr. Wick thanked Mr. Lockom for working with Park Square, and concurred
458 with his position on signage, noting that Park Square was a private company and
459 opining that the District should not be posting signage to their benefit unless
460 some monetary agreement existed.

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

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

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

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

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

503 During discussion of the motion, Mr. Maurer requested that a list of items that
504 the District expects Park Square to maintain upkeep on prior to transfer be given

505 to the company. Mr. Eckert noted that a list of conveyance standards had been
506 included.

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

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

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

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

531 • March Memo

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

534 No discussion was held on this item.

535 ➤ Exhibit 12: Vesta Contract Addendum

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

537 Mr. Eckert stated that the second section of the contract addendum removed \$97,645.00
538 from the agreement for pool attendants. Mr. Eckert stated that the section additionally
539 served to clarify compensation for pool attendants and lifeguards as being based on the
540 hours actually worked, at a rate of \$15.75 per hour, with a total amount not to exceed
541 \$54,715.50, based on 3,474 allocated working hours. In addition, Mr. Eckert noted that
542 the contract addendum section included a total amount not to exceed \$5,824.00
543 specifically for pool attendants providing food and beverages poolside based on 364
544 allocated working hours, as well as provisions for monthly reporting and invoicing
545 requirements to back up hourly charges.

546 Mr. Eckert indicated that the third section of the contract addendum stated that, in lieu of
547 a revenue-sharing model, the District would receive all of the revenues from the
548 children's programs, and pay a fee of \$16 per hour for program attendants, with a not-to-

549 exceed total amount of \$50,928.00, based on 3,183 allocated working hours. Mr. Eckert
550 stated that the adult programs adopted a similar structure, with the District receiving 30%
551 of revenues generated by Vesta's recreational instruction, with Vesta being paid a fee of
552 \$16 per hour for adult programs and events attendants, with a not-to-exceed total amount
553 of \$2,880.00, based on 180 allocated working hours.

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

559 Mr. Eckert summarized the changes in costs, noting that the overall addendum removed
560 \$97,645.00 in costs for pool attendants in the agreement, and replaced them with a not-to-
561 exceed amount of \$114,343.00 for both pool and program attendants. Mr. Eckert clarified
562 that the proposed increase in the addendum would be offset by the 100% of children's
563 program revenues and 30% of adult classes and lesson revenues being directed to the
564 District, regardless of whether Vesta or a subcontractor offered and coordinated said
565 classes. Mr. Eckert noted that the distributed memorandum indicated that he was at
566 present unable to make any judgments as to whether the proposed changes to the Vesta
567 contract would ultimately constitute a complete offset, a net expense, or a net income for
568 the District.

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

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

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

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

590 Mr. Lockom stated that overall the new contract would save the District an estimated
591 \$70,000 to \$80,000. Mr. Lockom also stated that the hours listed in the contract were
592 based on hours supplied by the previous management company, which Mr. Lockom had
593 received and forwarded to Mr. Deary. Mr. Lockom clarified that lifeguards had not been
594 planned for in the initial contract, and elaborated on differences between the previous
595 management company's operations and Vesta's, in terms of costs, contract structures, and
596 quality of service.

597 Mr. Leventry opined that the community had seen an improvement of services with
598 Vesta. Mr. Leventry clarified that the lifeguards for pools and licensing for daycare
599 services were necessary expenses for compliance, and expressed general satisfaction with
600 Vesta's work.

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

605 Mr. Wick noted that Mr. Eckert had advised as to the possible courses of action taken by
606 the Board in the decision-making process, and Mr. Wick recommended that the Board
607 take no action. Mr. Wick stated that the most recent revision was received within two
608 hours of the meeting's start, and expressed concerns about being unable to review the
609 contents of the revision. Mr. Wick additionally noted that extensive work had been done
610 by Mr. Lockom and District Management, and as this had not been shared with the rest of
611 the Board, requested time to discuss and review the information. Mr. Wick recommended
612 that the Board take an additional month if there was no reason to approve immediately.
613 Mr. Leventry opined that the ongoing lockdown due to COVID-19 would make the
614 deferment of the decision acceptable, with minimal impact.

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

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

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

623 F. Exhibit 13: Presentation of Parking and Towing Policy

624 Mr. Eckert noted that the policy being presented was following the Board's direction to cull
625 specific items, and to provide a comparison between the proposed policy and the policies from
626 2010. Mr. Eckert noted that if the Board wished to move forward with the policy, it would be a
627 motion to establish a public hearing to consider the policy as part of the regular meeting
628 scheduled for June.

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

639 Mr. Wick asked whether there was any risk in the Board approving the motion to set the public
640 hearing, as issues with the policy could be addressed at a later point within said public hearing.
641 Mr. Eckert stated that the motion was for the purposes of legal counsel being authorized to send a

642 rule development notice and a notice of rulemaking, and that actually adopting the policy would
643 occur in the future. Mr. Eckert noted that the impact of the motion on the District would be the
644 cost of advertisement.

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

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

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

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

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

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

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

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

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

683 On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board adopted **Resolution**
684 **2020-10**, Adopting the Internal Controls Policy for the Harbor Bay Community Development District.

685 H. Exhibit 15: Vesta Update – Amenity Reopening, Reemployment Assistance, Potential Food Carry
686 Out and Deliver

687 Mr. Deary stated that he was not requesting any action or decision from the Board at this time,
688 though noted that the Board could discuss the item about the short term compensation plan
689 outlined within the Vesta update. Mr. Deary noted that the plan was at least partially in response
690 to comments made by Supervisor Curley regarding staff and cost reductions during the COVID-
691 19 lockdown.

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

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

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

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

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

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

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

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

727 Mr. Leventry expressed agreement with Mr. Curley’s statements. Mr. Leventry informed the
728 Board that he had been in talks with some Vesta staff members, and noted that the time frame for
729 re-opening he had gathered was the first week of May. Mr. Leventry recommended that the date
730 for re-opening continue to be set on a rolling basis, deferring to ongoing recommendations from

731 state and federal guidelines regarding the re-opening process. Mr. Leventry asked District
732 management and amenity management about future requirements upon re-opening, in terms of
733 matters such as social distancing, cleaning up after others, hand washing stations, and
734 disinfectant. Mr. Leventry thanked Mr. Deary for assembling the update packet, and stated that
735 the Board deferred to Vesta.

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

739 **SIXTH ORDER OF BUSINESS – Staff Reports**

740 A. District Counsel

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

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

748 B. District Engineer

749 No discussion was held on this item.

750 C. District Manager

751 ➤ Exhibit 17: Discussion of Changes in District Accounting Practices

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

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

768 Mr. Curley commented that a specific bill to the District contained identifying
769 information, and speculated whether these bills facilitated fraud and/or needed to be
770 handled differently. Ms. Thibault suggested that this was how the fraudulent invoice was
771 able to be generated, and additionally noted that bills were no longer included on agenda
772 packages.

773 ➤ Exhibit 18: Responses to Supervisor Request for More Information from February
774 Consent Agenda

775 No discussion was held on this item.

776 ➤ Exhibit 19: Confirmation of Workshop Date and Subject

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

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

784

785 Mr. Eckert informed the Board that the District had received notice of delinquent CDD
786 assessment payments from MiraBay Townhomes, in the amount of \$77,500 for O&M,
787 approximately \$25,000 for the 2019 A1 assessment, and approximately \$21,000 for the
788 2019 A2 assessment, for a total amount of \$123,486 due. Mr. Eckert noted that District
789 management had been in contact with the landowner, who had promised that the owed
790 money would be paid, following closing on the property.

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

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

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

812 On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved Hopping
813 Green & Sams writing a letter for collection of assessments , with amounts due on May 23, and, if
814 needed, Hopping Green & Sams would pursue foreclosure proceedings , for the Harbor Bay Community
815 Development District.

816 Following the motion, Mr. Eckert reiterated the recommendation that any delinquencies
817 from landowners in excess of 30 days be turned over to District Counsel for collection in
818 the future.

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

824 D. General Manager & Field Operations Manager

825 ➤ Exhibit 20: MiraBay Manager's Report

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

839 ➤ Exhibit 21: Amended & Restated Amenities Rule Handbook

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

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

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

861 ➤ Exhibit 22: Field Operations Report

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

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

870 Mr. Curley asked what the Board's working assumptions regarding the community's
871 financial situation over the next 12 to 36 months were, referencing an email from a
872 resident expressing concern. Mr. Curley stated that the District should make a formal
873 statement regarding their assessment of what to expect in terms of fees and community
874 spending. Mr. Leventry requested that this discussion be deferred. Mr. Leventry
875 reiterated that the pavers item had previously been voted upon, indicating funds in the
876 ledger and the approved budget. Mr. Leventry stated that he believed the vote had been
877 held as early as the November meeting, expressing concerns about delays. Mr. Leventry
878 stated that discussion on financial outlooks was valid, but more relevant to addressing the
879 2021 budget.

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

889 ➤ Exhibit 23: Field Operations Grade Sheet

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

891 ➤ Exhibit 24: Consideration of Pool Bathroom Renovation Proposals

- 892 • Advantage Restoration & Contracting - \$28,627.09
- 893 • WCP Construction - \$31,979.00
- 894 • Peter Bowen Construction - \$26,358.00

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

897 Mr. Wick made a motion to approve the Advantage Restoration & Contracting
898 bathroom renovation proposal. During this motion, Mr. Leventry asked whether
899 closures and changes to business services due to COVID-19 would affect the
900 renovation process. Mr. Ivester advised that Advantage Restoration &
901 Contracting would be ready to perform the work as soon as approval from the
902 District is received.

903 On a motion by Mr. Wick, seconded by Mr. Leventry, with all in favor, the Board approved the
904 Advantage Restoration & Contracting pool bathroom renovation proposal, in the amount of \$28,627.09,
905 for the Harbor Bay Community Development District.

906 **SEVENTH ORDER OF BUSINESS – Consent Agenda Items / Business Administration**

- 907 A. Exhibit 25: Consideration of Minutes of the Board of Supervisors Town Hall Meeting Held on
908 January 9, 2020
- 909 B. Exhibit 26: Consideration of Minutes of the Board of Supervisors Meeting Held on February 20,
910 2020
- 911 C. Exhibit 27: Consideration of Operations & Maintenance Expenditures Check Register for
912 February 2020
- 913 D. Exhibit 28: Consideration of Operations & Maintenance Expenditures Check Register for March
914 2020
- 915 E. Exhibit 29: Consideration of Operations & Maintenance Expenditures Check Register for
916 February 2020 – Reserve Fund
- 917 F. Exhibit 30: Consideration of Operations & Maintenance Expenditures Check Register for March
918 2020 – Reserve Fund
- 919 G. Exhibit 31: Consideration of Operations & Maintenance Expenditures Check Register for
920 February 2020 – MiraBay Amenity Center
- 921 H. Exhibit 32: Consideration of Operations & Maintenance Expenditures Check Register for March
922 2020 – MiraBay Amenity Center
- 923 I. Exhibit 33: Consideration of Operations & Maintenance Expenditures Check Register for
924 February 2020 – Evergreen Fund
- 925 J. Exhibit 34: Consideration of Operations & Maintenance Expenditures Check Register for March
926 2020 – Evergreen Fund
- 927 K. Exhibit 35: Consideration of Operations & Maintenance Expenditures Check Register for
928 February 2020 – Seawall Fund
- 929 L. Exhibit 36: Consideration of Operations & Maintenance Expenditures Check Register for March
930 2020 – Seawall Fund
- 931 M. Dock and Boat Lift Approvals
- 932 ➤ Exhibit 37: 502 Islebay Drive, Apollo Beach, FL 33572
- 933 N. Exhibit 38: Ratification of the Third Amendment to License Agreement between the District and
934 Park Square, date March 23, 2020, for Seawall Staging Lots
- 935 O. Exhibit 39: Ratification of Master Seawall Project Design Build Change Order No. 1 & No. 2
- 936 P. Exhibit 40: Ratification of Construction Requisition No. 1 – No. 5
- 937 Q. Exhibit 41: Ratification of Burby Upland Claims Inspection Invoice #1686 - \$28,214.36
- 938 R. Exhibit 42: Ratification of Campus Suite ADA Website Services Agreement
- 939 ➤ Campus Suite Invoice of Additional Service Costs
- 940 S. Exhibit 43: Ratification of ACPLM Change Order for Additional Asphalt for Isle Bay Repair
941 Proposal - \$1,000.00

942 T. Exhibit 44: Ratification of Rep Services in Playground Ladder Replacement Proposal - \$1,158.79

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

945 V. Exhibit 46: Ratification of Purchase Requests – General Manager

946 ➤ Palm Removal - \$750.00

947 ➤ Irrigation Relief Valve - \$1,100.00

948 ➤ Backfill Excavation - \$166.66

949 ➤ Irrigation Repairs - \$1,858.00

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

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

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

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

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

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

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

971 • Mr. Curley questioned the reconnection fee that had been incurred by the District, listed on pages
972 177 to 179.

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

977 • Mr. Curley noted that the MiraBay Fund on page 43 lists charges in the detail from Vesta of
978 approximately \$22,000 and \$35,000. Mr. Curley questioned what this was, as the ledger does not
979 indicate that this was paid, but no further background was provided on the page.

- 980 • Mr. Curley questioned a service charge fee of \$45.24 that was listed on page 89 with no
981 explanation.
- 982 • Mr. Curley expressed concerns regarding the PDF page overage fee being charged due to the
983 District already having converted a total of 5,633 pages. Mr. Curley observed that, based on what
984 was available on the website, the District had converted the entire agenda packets as opposed to
985 the minimum materials required. Mr. Curley speculated that the overage fee resulted from the
986 conversion of unnecessary and unwanted material on the agenda packages that had been
987 uploaded.
- 988 ○ Mr. Leventry expressed concerns at this item, noting that the contract had been in place
989 for two months, and that expenses could be significantly higher if overage charges were
990 to continue.
- 991 ○ Mr. Eckert advised that a bill had been passed by Florida Legislature and was awaiting
992 passage to the Governor that would eliminate the need for website posting of meeting
993 materials. Mr. Eckert also noted that discussion was held at the December and January
994 meetings, defining the meeting materials to be posted only including meeting agendas,
995 resolutions, and agreements.
- 996 • Mr. Curley questioned the number of irrigation repairs throughout, noting that the District had
997 just had a comprehensive review of our irrigation performed in an amount recalled to be
998 ~\$12,000. Mr. Curley asked why the District was being charged several thousand more for a
999 number of new irrigation items.
- 1000 • Mr. Curley questioned whether the attached construction requisition contract reflected the two
1001 Pinckney lots that were being moved out of the emergency project and back into the master
1002 seawall project.
- 1003 Mr. Curley requested that the consent agenda be approved with investigation and appropriate
1004 changes being made, with a particular emphasis on the Poseidon Pool Service payment as an
1005 urgent matter.

1006 On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved, subject to
1007 the investigation of the items noted by Mr. Curley, all items of the consent agenda for the Harbor Bay
1008 Community Development District.

1009 **EIGHTH ORDER OF BUSINESS – Supervisor Requests**

1010 A. Discussion of Legal Bill Expenditures

- 1011 ➤ Exhibit 47: Legal Fees

1012 This item was discussed alongside Exhibit 48.

- 1013 ➤ Exhibit 48: Process for Initiating New Legal Work

1014 Mr. Leventry noted that he had had a discussion with District Counsel and District
1015 Management regarding the matter of legal fees. Mr. Leventry believed that legal
1016 expenditures for the District would be reduced as the upland claims are each resolved.
1017 Mr. Leventry stated that significant expenditures remained, and informed the Board that
1018 he had directed District Counsel to include each request from either individual

1019 Supervisors or the collective Board within the billing code, to be reflected in the invoices.
1020 Mr. Leventry noted that a retrospective directive was itself a request that would be a
1021 significant expense and therefore not justified, but that going forward, the code would
1022 reflect which Supervisors had made requests.

1023 Mr. Curley suggested the implementation of additional measures described in the Exhibit
1024 and beyond what had been proposed, specifically recommending Supervisors being
1025 copied in any correspondence being forwarded to the District Counsel.

1026 Mr. Leventry noted the suggestion of a not-to-exceed amount for incurred legal fees, with
1027 requests coming to the Board or to the Chair in case of emergencies should expenditures
1028 for said request be in excess of the proposed amount of \$3,000, or 10 billable hours. Mr.
1029 Wick questioned whether this proposed amount remained too high for Supervisors
1030 consulting District Counsel on topics that had not been approved by the Board. Mr.
1031 Leventry requested that any Supervisor having a request with an estimated cost in excess
1032 of \$1,000.00 should first contact the Chairman or the Vice Chairman of the Board, and/or
1033 bring the matter to the Board meeting depending on how critical or time-sensitive the
1034 request is.

1035 Mr. Eckert expressed concerns with a scenario where Supervisors would be relayed
1036 explanations from another Supervisor serving as either the Chair or Vice Chair if their
1037 requests were to be denied. Mr. Eckert saw this as a potential issue with the Sunshine
1038 Law regarding communications between Supervisors. Mr. Eckert additionally noted the
1039 possibility of issues arising between meetings that don't originate from supervisor
1040 requests.

1041 Mr. Leventry expressed the need for a billing code for Board requests, staff requests, and
1042 dynamic events, and suggested that Board member requests exceeding \$1,000.00 should
1043 have no action taken until it is voted on by the Board at a subsequent meeting.

1044 Mr. Lockom asked for clarification as to what extent the services performed by the
1045 District Counsel office were being dictated specifically as new requests by Supervisors,
1046 as he felt the amount would be inconsequential. Mr. Eckert opined that there was some
1047 savings potential to be found with the suggestion. Mr. Eckert stated that he had provided
1048 a list of current projects being worked on, and noted that he was unsure how to navigate
1049 Supervisor requests that were related to the current projects, in light of the protocol that
1050 had been suggested.

1051 Mr. Leventry suggested the clarification that any new projects directed by staff members
1052 or a Board member to District Counsel, that were not dynamic events, that Counsel felt
1053 would be prudent to be acted upon immediately, and that would expend funds up to
1054 \$1,000.00 as a result of billable hours, would be deferred to the next Board meeting for
1055 discussion.

1056 Mr. Curley asked for clarification as to whether District Counsel would be involved in
1057 any routine teleconferences regarding COVID-19 and simply reviewing
1058 recommendations likely made by Vesta for compliance to orders at the state and county
1059 level. Mr. Curley noted that District Counsel was involved in a number of
1060 teleconferences and meetings, specifically requesting that no work be done on the
1061 Manatee Agreement outside of the Driscoll case, until litigation was resolved. Mr.
1062 Leventry noted that, with regards to COVID-19, he had been attending meetings daily at
1063 work with attendance from the surgeon and the attorney, as any actions taken that are
1064 recommended by medical staff immediately go to the attorney. Mr. Leventry opined that
1065 counsel in teleconferences regarding COVID-19 were absolutely necessary, but agreed

1066 with Mr. Curley's other comments. Mr. Curley expressed the hope and need for legal fees
1067 to be reduced further.

1068 Mr. Leventry requested that District Management ensure that a review of the invoices of
1069 legal fees is included in the agenda for the regular meeting of the Board of Supervisors
1070 scheduled for August.

1071 B. Exhibit 49: Discussion of Pickleball Construction

1072 Mr. Curley stated that he did not believe moving forward would incur substantive costs,
1073 recommending moving forward in the process as outlined. Mr. Leventry asked for clarification as
1074 to whether Mr. Curley was recommending that the Board direct staff to work on obtaining bids
1075 for the construction of the two pickleball courts, based upon the work that had already been
1076 completed by Cardno. Mr. Curley confirmed this, and began to discuss the lighting and other
1077 potential features for the courts. Mr. Leventry asked for clarification as to whether Mr. Curley
1078 was recommending that Cardno should perform further engineering, to subsequently come up
1079 with a request for bid proposals. Mr. Curley indicated he felt that Cardno outlining specs for the
1080 proposal was a more appropriate description than engineering. Mr. Curley stated that Cardno
1081 would then direct the project to Vesta to begin the process of obtaining the bids.

1082 Mr. Woodcock noted that the basic construction and permitting costs for four courts was
1083 \$169,600, though this number increased to \$266,000 with the addition of enhancements such as
1084 lighting and bathrooms. Mr. Woodcock additionally noted that design and permitting services
1085 would be required for modifying the existing permit to account for the two added pickleball
1086 courts, and that the courts themselves would require a hard and impervious surface swap. Mr.
1087 Woodcock expressed his willingness to work with Mr. Ivester in order to acquire a rough cost
1088 estimate for the project. Mr. Curley requested that this estimate be provided for the next
1089 meeting's agenda.

1090 Mr. Maurer recommended that Ms. Alfano be appointed as the lead on the project, with engineer
1091 support provided.

1092 Mr. Lockom stated that he did not recall the Board coming to an agreement on the construction of
1093 the pickleball courts behind the tennis courts, adding comments about formally asking the
1094 residents for input.

1095 Mr. Maurer noted the difference between the needs for engineering and evaluating options and
1096 how well each fits the needs of the community, and stated that the latter would be Ms. Alfano's
1097 goal as project lead.

1098 Mr. Leventry stressed the need for caution and prudence in approaching projects with high
1099 expenses due to the current economic situation. Mr. Leventry also indicated the need for
1100 sensitivity to the community's priorities.

1101 Ms. Alfano informed the Board that preliminary work had been performed with regards to the
1102 courts' rough costs if needed for the 2021 budget, and that the numbers that Mr. Woodcock had
1103 alluded to were aligned with the research already conducted. Ms. Alfano expressed that they were
1104 willing to research the community for areas and numbers of courts if needed, and noted that
1105 assistance from the District Engineer and other vendors would likely be needed for the project,
1106 with vendor bids for individual aspects of the courts to be brought to the Board for discussion.
1107 Mr. Woodcock elaborated that a working relationship with Ms. Alfano's staff would allow for
1108 smoother maintenance of the courts once the engineering stage was complete.

1109 Mr. Curley stated his hesitance with moving forward with the pickleball court expense, as well as
1110 the pavers' expense, before determining and assessing the economic impact the community
1111 would be facing in the future. Mr. Curley stated that he believed that Landing Park had been

1112 discussed as a potential location for the pickleball courts, but recalled the location being
1113 significantly more expensive than the location by the tennis courts.

1114 Mr. Lockom asked for clarification as to what exactly the Board wished to direct staff to do, and
1115 how much funding would be provided. Mr. Leventry concurred with the need for clarification.
1116 Mr. Maurer stated that he was asking and recommending that Ms. Alfano be appointed as the lead
1117 of the project as the general manager of the community's facilities, allowing her to define demand
1118 and options for the pickleball courts, and subsequently tasking engineers in finding solutions to
1119 meet those requirements. Mr. Curley stated that he had been thinking of more specific direction,
1120 referencing past discussions regarding the placement of the courts. Mr. Leventry requested that a
1121 member of the Board make a motion specifying what was being asked of staff. Mr. Curley asked
1122 whether there was a degree of specificity or flexibility that Ms. Alfano and Cardno would like to
1123 hear from the Board.

1124 Ms. Alfano stated that she would like to conduct research on areas personally, potentially taking
1125 vendors along. Ms. Alfano stated that she would be able to confer with Mr. Woodcock regarding
1126 engineering possibilities after in order to approve options, location, number of courts, and other
1127 details. Mr. Leventry asked whether June would be an acceptable time for Ms. Alfano's
1128 recommendations to be brought back, and Ms. Alfano voiced approval. Mr. Leventry stated that
1129 he did not believe that this decision would cost the Board anything and therefore did not need a
1130 motion.

1131 Mr. Maurer asked whether it would be helpful for Ms. Alfano to be given an upper limit for the
1132 pickleball court expenses in order to narrow down recommendations. Ms. Alfano stated that costs
1133 would come into play once details such as the allocated land and number of courts possible
1134 became clearer. Mr. Leventry asked whether Ms. Alfano felt she had sufficient guidance from the
1135 Board in order to proceed with gathering and bringing recommendations for June, and Ms. Alfano
1136 said that she did.

1137 C. Exhibit 50: Discussion of Conveyance Standards

1138 Mr. Leventry stated that he believed that the District already had conveyance standards. Mr.
1139 Eckert noted that the standards that the District already had expressed what the District would
1140 like to see when conveyances come to the District, which to some extent was separate from the
1141 relationship with the developer under the acquisition agreement. Mr. Eckert advised that anything
1142 could be put down in the conveyance standard based on what the District desired out of
1143 conveyances.

1144 Mr. Leventry asked whether any component of the attached document from Mr. Curley beyond
1145 environmental, state, and regulatory items was enforceable, or whether anything could be written,
1146 with the condition that Park Square would not be required to maintain adherence. Mr. Eckert
1147 noted that the District's position was in favor of infrastructure that was both in good condition
1148 and in compliance with the District's conveyance standards; whereas Park Square's position was
1149 that anything could be conveyed in any condition. Mr. Eckert also noted that nothing in the
1150 attached document would be undesirable from the District's standpoint, but that Park Square did
1151 not believe that the conveyance standards were consistent with the acquisition agreement's
1152 requirements. Mr. Leventry asked Mr. Eckert for his view on Mr. Curley's recommendations
1153 within the document, and Mr. Eckert stated that the District would be able to put these in the
1154 conveyance standards, though encouraged an understanding of the dynamic between the District's
1155 position and Park Square's position. Mr. Leventry stated that he did not feel that the
1156 recommendations constituted a negative for the District, but also was unsure about their positive
1157 impact.

1158 Mr. Curley stated that he wished to ensure that the assessment of the roadways would be added,
1159 and that their sidewalks, if they were also to be conveyed, would be transferred with root barriers

1160 already installed around street trees. Mr. Curley noted that the motivation was to avoid added
1161 costs in the future.

1162 On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board approved the
1163 additions to the conveyance standards for the Harbor Bay Community Development District.

1164 D. Exhibit 51: Discussion of District Website

1165 Mr. Leventry requested that a button be added on the main District webpage linking directly to
1166 the seawall.

1167 E. Exhibit 52: Discussion of Scam Alert Per Supervisor's Request

1168 Mr. Leventry noted that Mr. Lockom had received fake emails purportedly from the Chair. No
1169 further discussion was held on this item.

1170 F. Exhibit 53: Discussion of AIG Update

1171 No discussion was held on this item.

1172 G. Exhibit 54: Wolf Branch Creek Hog Update

1173 Mr. Leventry noted that about ten hogs had been trapped, and that plans were in place to install a
1174 fence for Wolf Branch Creek. Mr. Maurer noted that fencing was graded out, and opined that
1175 progress was moving very quickly. Mr. Maurer additionally observed that a landscaping plan
1176 would likely be needed, as the area on the District's side of the fence line had been cleared for
1177 installation. Mr. Maurer addressed resident concerns he had seen posted on NextDoor, clarifying
1178 that the installed fence would run all the way around to the west end of Manns Harbor, enclosing
1179 the preserve.

1180 Mr. Ivester stated that he had been in communication with the construction crew on the site, and
1181 had learned from them that the year's budget from the County would only allow for materials to
1182 run fencing up to the area by 624 Manns Harbor Drive. Mr. Maurer stated that he would be in
1183 contact with the county manager, noting that in previous communications weeks prior, the
1184 manager had indicated that the full project would be carried out.

1185 **NINTH ORDER OF BUSINESS – Audience Comments**

1186 A. Exhibit 55: 621 Manns Harbor Drive – Will residents be reimbursed CDD fees for not being able
1187 to use the facilities?

1188 Ms. Thibault read a question from a resident which asked whether annual assessments for
1189 residents would be lower, reflecting facility closures and restriction of access to residents in
1190 response to the COVID-19 pandemic.

1191 Mr. Curley noted that this question had been submitted via email, and questioned whether the
1192 Board's process for resident comments was being changed such that any comments via email
1193 would now be discussed. Mr. Eckert advised the Board that, under Florida law, the Board had no
1194 obligation to answer every question posed to the Board, and were only obligated to receive public
1195 comment. Mr. Eckert stated that the Board could choose to answer all questions, but noted that
1196 staff would sometimes be better suited to answer and field certain questions received from
1197 residents. Mr. Eckert recommended that the Board not enter in-depth back-and-forth discussions
1198 with all audience comments and questions due to staff having the ability to address a number of
1199 comments. Mr. Leventry clarified that Mr. Curley's question was in reference to email comments
1200 being submitted in lieu of in-person comments during a virtual meeting, and Mr. Eckert stated

1201 that receiving email comments during a virtual meeting would be a way to show the Board's
1202 compliance with the law in allowing public comments.

1203 ➤ Audience Comments

1204 A resident requested clarification as to the extent of the fencing installation to address the
1205 hog activity in the community, citing concerns about the activity potentially funneling
1206 into concentrated areas as a result of incomplete fencing, and requested confirmation as
1207 to whether a Supervisor planned on following up with Hillsborough County to ensure that
1208 fencing would be continued. Mr. Maurer confirmed that he would be consulting with
1209 Hillsborough County. The resident stated that he would appreciate a channel through
1210 which residents would be able to get feedback.

1211 A resident voiced concerns regarding the condition at the end of Manns Harbor Drive,
1212 specifically referring to palm fronds and dead plant debris on the ground. Mr. Curley
1213 noted that this area was owned by Park Square. The resident questioned why the
1214 condition appeared to have worsened over the past two months. Mr. Maurer noted that
1215 the branches were not being picked up, speculating that the County was not clearing
1216 debris due to it being an HOA issue. Mr. Leventry stated that this was a Park Square
1217 issue, and Mr. Curley noted that Park Square oversaw the HOA. Mr. Maurer asked
1218 whether the issue could be brought up to a specific representative of the HOA. Mr.
1219 Leventry stated that this was ultimately not a CDD issue. Mr. Curley informed the
1220 resident that the District's abilities in Park Square-related matters were limited,
1221 referencing previous discussions on conveyance standards, and encouraged the resident
1222 to direct comments to the HOA manager in addition to Park Square. Mr. Curley observed
1223 that MiraBay Boulevard had been cleaned up on the day of the meeting, speculating that
1224 this could be in response to comments made regarding the conveyance standards.

1225 A resident thanked the Board for addressing matters related to the pickleball courts, and
1226 expressed willingness to assist Ms. Alfano as project lead.

1227 ➤ Supervisor Comments

1228 Mr. Wick addressed the Vesta Update, in particular with regards to how it addressed
1229 potential staff reductions, and stated that his position on positive partnerships was where
1230 the District would continue to pay vendors with contracts without the expectation that
1231 they furlough their employees. Mr. Wick additionally expressed concerns that the list of
1232 comments raised by Mr. Curley with regards to the consent agenda indicated that the
1233 process was not being fixed. Mr. Wick advised that staff focus in on the specific items in
1234 order to keep Mr. Curley from undertaking the extent of effort each month to compile
1235 variations and issues. Mr. Wick additionally stated that there was not a specific
1236 Supervisor that had been authorized to speak on behalf of the Board or on behalf of the
1237 District, through community e-blasts, postings on social media, or through other means,
1238 and advised that the District hired professional staff to handle these matters.

1239 Mr. Maurer recommended going to Wolf Creek Park and observing the work underway
1240 on the fence, speaking positively of the project and noting that the current vegetation
1241 would keep the fencing away from being viewed. Mr. Maurer requested that Ms. Alfano
1242 look into the status of the water fountain programming.

1243 Mr. Lockom requested that District Management advertise the next meeting location as
1244 either being an online meeting or at the Clubhouse.

1245 Mr. Leventry reiterated requests that the beginning of each tab in the agenda package
1246 include information on what the exhibit entailed, who requested for the exhibit to be
1247 included on the agenda, what decision or action the Board was being asked to take in

1248 response, and when the request for the exhibit's inclusion was initiated. Mr. Leventry
1249 additionally requested that staff calls resume in order to reduce the number of non-urgent
1250 items included as part of the agenda package. Mr. Curley asked who was responsible for
1251 adding the information at the beginning of each agenda tab, and Mr. Leventry clarified
1252 that he believed that the District Manager was responsible for this information's
1253 inclusion.

1254 Ms. Thibault requested that District Counsel review legal memos to be included as part of
1255 the agenda package and make any changes deemed necessary from a legal perspective.
1256 Mr. Wick suggested that Mr. Leventry confer with Ms. Thibault offline in order to
1257 discuss what he felt was absent from the agenda items. Mr. Leventry clarified that his
1258 primary request was for exhibit pages specifically to each include the requested five lines
1259 on the "who, what, why, when, and where" of the exhibit, noting that the agenda package
1260 had been improving with the inclusion of information on the discussion item and what the
1261 Board was responsible for deciding on exhibits. Mr. Eckert clarified that District Counsel
1262 was now excused from doing the memos for any agenda item.

1263 **TENTH ORDER OF BUSINESS – Adjournment**

1264 On a motion by Mr. Curley, seconded by Mr. Leventry, with all in favor, the Board, at 11:31 p.m.,
1265 adjourned the meeting for the Harbor Bay Community Development District.

1266

Assistant Secretary

Chair / Vice Chair