

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 Special Meeting of the Board of Supervisors of the Harbor Bay Community Development
8 District was held on **Tuesday, April 7, 2020 at 6:00 p.m.** via telephonic 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	Sarah Sandy	District Counsel, Hopping Green & Sams
24	Mike Eckert	Hopping Green & Sams
25	Greg Woodcock	District Engineer, Cardno
26	Chris Gamache	Cardno
27	Matt Davis	Mills Paskert Divers Legal

28
29
30 Audience
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32 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

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

35 **SECOND ORDER OF BUSINESS – Audience Comments on Agenda Items**

36 There being none, the next item followed.

37 **THIRD ORDER OF BUSINESS – Business Items**

38 A. Exhibit 1: Health, Safety, & Welfare of Our Community

39 Ms. Alfano gave an overview of a memo that had been distributed to all supervisors and Board
40 staff regarding short-term, mid-term, and long-term goals for Vesta.

41 ➤ Essential Personnel Update

42 Ms. Alfano noted that essential personnel were working on-site daily, and that Vesta was
43 utilizing staff on property as much as possible, particularly with cleaning and sanitizing.

44 Ms. Alfano additionally stated that training with Square had been delayed as a result of
45 the outbreak.

46 B. Exhibit 2: Discussion on Seawall Damage at 611 Pinckney

47 Mr. Davis noted that a representative from Smart Communications had contacted the District
48 providing notice of receipt of the cease & desist letter. Mr. Davis stated that confirmation had
49 been received that the Smart Communication's retaining wall that had been built within the
50 District easement had been removed, and advised that further litigation was not needed, as this
51 was the desired result. Mr. Lockom agreed with Mr. Davis's statements and stated that if further
52 action was needed, Mr. Davis could remain involved.

53 Mr. Leventry noted that the Board had previously discussed pursuing the engineering costs from
54 Smart Communication, and opined that the costs to attain the proposed \$5,000 would be greater
55 than \$5,000, recommending against the action.

56 C. Exhibit 3: Upland Claims Revised Settlement Agreement

57 Mr. Davis distributed the settlement agreement with final language, giving an overview of the
58 revisions. The overview primarily focused on paragraph 3A, regarding homeowner claim filings
59 against the contractor related to the new seawall being installed, for the period of contractual
60 warranty.

61 Mr. Leventry made a motion to approve the revised language, with Mr. Curley seconding. During
62 the motion's discussion, Mr. Curley requested confirmation as to whether the revised language
63 reaffirmed previous District liability rather than expanding it, and Mr. Davis stated that this was
64 so.

65 During the motion's discussion, Mr. Maurer asked about the long-term implications of a future
66 seawall failure. Mr. Davis discussed potential actions.

67 On a motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board approved the upland
68 claims revised settlement agreement for the Harbor Bay Community Development District.

69 Mr. Leventry opted to start an open discussion with the Supervisors on the ongoing crisis, and
70 gave an overview of actions and directions taken by him and the Board staff. Mr. Leventry stated
71 that as the situation developed in March, he was in daily contact with Ms. Thibault, Ms. Sandy,
72 and Mr. Eckert for updates from county, state, and federal government, making the decision to
73 close amenities following guidance from emergency management personnel. Mr. Leventry
74 additionally noted a request for info from District counsel on the legality of gate closures to
75 mitigate car traffic, which they stated would not be feasible at present.

76 Mr. Curley asked about the rationale for the District counsel's recommendation for the closure of
77 amenities on March 16, stating that this recommendation exceeded the scope of the state and
78 county level executive orders. Mr. Curley clarified that this question was not intended to call the
79 action into question but rather to provide guidance for an informed reopening decision. Mr.
80 Eckert stated that he believed their firm had provided this advice to a number of district and
81 energy management companies on March 16, based on what they felt were best practices to
82 reduce close contact transmission. Mr. Eckert noted that some communities had been able to
83 continue to run amenities such as golf courses, due to their ability to retain recommended social
84 distancing, but that the nature of Harbor Bay amenities, along with communications with insurers,
85 made the recommendation for closure necessary. Mr. Curley recommended that, for amenity
86 reopening procedures, the District should adhere to Hillsborough County recommendations and
87 state guidelines where necessary.

88 Mr. Curley asked about opening the café for delivery in the future, suggesting that this potentially
89 begin after April 30, and specifically inquired about what sources District counsel would consult
90 with beyond Hillsborough and the state. Mr. Eckert acknowledged that he was not in contact with
91 medical experts about the advice to the District, and restated recommendations from the provided
92 memorandum to follow the county in terms of when they begin reopening facilities. Mr. Eckert
93 advised that Departments of Health existed for county and state levels, so complying with their
94 orders would protect the district in terms of liability.

95 Mr. Curley asked about the status and responsibility of decisions made regarding staffing,
96 particularly personnel allowed to work and plans for paying employees. Mr. Deary advised that
97 Vesta had not withheld or reduced compensation to any employees on-site at MiraBay. Ms.
98 Alfano added that staff members at high risk had been tasked with at-home duties for Vesta, with
99 all other employees continuing to work on property. Mr. Curley asked whether Vesta had
100 consulted the Board regarding this decision, and Mr. Deary clarified that the continued
101 compensation was a company-wide decision communicated through writing internally.

102 Mr. Curley advised that the Board should consider payments currently being made to Vesta, and
103 asked for clarification as to whether the Coronavirus Aid, Relief, and Economic Security
104 (CARES) Act applied to the District. Mr. Eckert noted that the CARES Act applied specifically
105 to companies with direct employees, which did not describe the District, but that the office was
106 evaluating whether there were any situations with exceptions.

107 Acknowledging that the CARES Act did apply to Vesta, Mr. Curley asked whether the company
108 was looking to request relief through the Act, which Mr. Deary confirmed. Mr. Deary clarified
109 that while Vesta was not eligible for a number of the main benefits due to being larger than 500
110 employees, they would be seeking tax credits, a short term compensation plan, and potentially
111 unemployment insurance as part of a multi-pronged approach in order to cover a portion of the
112 company, and therefore District costs for employee compensation. Mr. Curley asked whether
113 Vesta would be putting forward a proposal for the Board meeting scheduled for April 16, which
114 Mr. Deary confirmed, as under a separate cover.

115 Mr. Lockom requested clarification as to whether the Chair was responsible for the decision-
116 making process regarding amenity closure, and Mr. Eckert stated that the decision on amenity
117 closure was the District Manager's responsibility as part of public works, per Chapter 190. Mr.
118 Lockom suggested that, as the Board was not all involved with the decision, waiting for a Board
119 meeting to reopen amenities would not be necessary, as this could also be made at the
120 individual's discretion.

121 Mr. Maurer asked whether payments to employees made by Vesta were being funded through
122 income received from the District, which Mr. Deary confirmed. Mr. Maurer asked if there was
123 any reason why employee work might stop. Mr. Deary stated that no decision has been made,
124 though the company has been considering plans should facilities remain closed through the month
125 of May, referring back to previous statements on unemployment insurance for employees with
126 reduced hours. Mr. Maurer questioned whether unemployment insurance remained in effect if
127 workers were still technically employed. Mr. Deary noted that discussions on insurance details,
128 while relevant, were likely premature as he anticipated the submitted proposal to primarily stem
129 off of the short term compensation plan. Mr. Maurer requested that keeping employees working
130 remain a priority as long as Vesta was receiving the same income from the District, and Mr.
131 Deary clarified that the unemployment measures would not necessarily be enacted at the very
132 beginning of May.

133 Mr. Wick opined that the discussion on how Vesta handles staff and salaries was beyond the
134 scope of the Board and the contract with the vendor.

135 Mr. Curley agreed with Mr. Lockom's statement on the procedure to reopen amenities, though
136 opined that the Board should be involved in determining what factors play into making the
137 decision to reopen. Mr. Curley recommended that the amenity reopening should broadly be
138 linked to recommendations from Hillsborough County regarding their amenities, making
139 reference to the memorandum distributed by Mr. Eckert. Mr. Deary expressed agreement that
140 emergency management guidance from Hillsborough County should be followed. Mr. Curley
141 questioned this, noting discrepancies with early closures of community tennis and basketball
142 courts, as well as differing café and pool operations, with the guidance on what is permitted by
143 the county.

144 Mr. Lockom advised that District Counsel had expressed concerns regarding liability associated
145 with keeping amenities open. Mr. Lockom suggested that the District adhere to the strictest
146 guidelines between statewide, county, and Apollo Beach-specific advisories to mitigate liability
147 in the future. Mr. Curley clarified that the purpose of the points on the closure of amenities was
148 not to call the decision into question, but rather to better determine what will inform the amenity
149 reopening.

150 Mr. Leventry agreed with the recommendation from Mr. Lockom to adopt the safest guidelines,
151 noting a fairly significant senior community within the District.

152 Mr. Wick noted that the memo from District Counsel provided explanations behind amenity
153 closure, and questioned whether Mr. Curley's line of questioning stemmed from a desire to
154 discuss specific points on the document, or determine details beyond the scope of what had been
155 written. Mr. Curley opined that the memo was not pertinent to what he was seeking to discuss,
156 and that he was focused on matters around reopening.

157 Mr. Curley expressed concerns about the District maintaining a stricter policy than the
158 surrounding area regarding amenity closures, noting that residents may go to fitness centers
159 outside of the community, if the fitness center at MiraBay remains closed, thereby increasing the
160 risk of transmission to the area. Mr. Eckert noted that this proposed scenario was based on the
161 individual's decision to go outside of the community, and stated that he was not particularly
162 interested in assuming risk for the community itself as an alternative. Mr. Wick noted that
163 differences in policies between the county and the state would likely continue, opining that opting
164 for the strictest policies would be the safest choice.

165 Mr. Eckert noted that without a court judgement, he would opt for the most restrictive rule with
166 any conflicts between state and county orders, additionally noting that he thought Apollo Beach
167 had not been particularly active in issuing specific responses. Mr. Eckert observed that
168 Hillsborough County was largely following state mandates, which in turn had previously adopted
169 policies from Miami-Dade County, and as such did not anticipate significant deviations between
170 each governing body's recommendations.

171 Mr. Curley asked whether the items to be discussed at the meeting scheduled for April 16 would
172 be a full agenda, or exclusive to health and welfare matters. Mr. Leventry stated that this was a
173 discussion for management, but noted that past communications had indicated a full agenda,
174 which Mr. Eckert concurred with.

175 Mr. Curley asked whether the gate closure item previously mentioned by Mr. Leventry would be
176 discussed at this meeting, and Mr. Leventry clarified that under current guidance and executive
177 orders from the state, the Board was not authorized to enact this. Mr. Eckert stated that this would
178 be monitored and that the Board would be notified should any changes in this regard occur. Mr.
179 Curley asked for clarification as to what these applicable changes would look like, specifically
180 whether road closure directives would apply. Mr. Leventry suggested that an announcement of a
181 more restrictive curfew system from the state would likely lead to the gate closure being
182 enforceable. Mr. Maurer noted that a car had been stolen and some additional cars had been

183 broken into on the first night of the stay-at-home order. Mr. Maurer stated that MiraBay was a
184 secure environment otherwise, and wished to defer to analysis from the staff prior to moving
185 forward with actions involving gate security.

186 Mr. Curley requested confirmation from District Counsel that Mr. Leventry, as Chairman, would
187 be able to call an emergency meeting for health and safety purposes at any time without need for
188 prior notice. Mr. Eckert clarified that a newspaper notice was still required, but could be
189 expedited for the purposes of an emergency meeting.

190 Mr. Maurer asked whether there was indication that any residents were having difficulties
191 obtaining food, suggesting a café reopening in order to accommodate. Ms. Alfano stated that
192 there had been no contact indicating this, and noted that Hillsborough County Public Schools was
193 currently operating an initiative for the distribution of breakfast and lunch to children on each
194 regularly scheduled school day, with a school bus stationed at the front of the community.

195 Ms. Thibault informed the Board that DPFG would continue to monitor Hillsborough County's
196 website, executive orders issued by the state, and any courses of action on the federal level. Ms.
197 Thibault noted that the daily emails with updated statistics and news stories related to COVID-19
198 would continue, and that Supervisors would be contacted with any guidance from the county or
199 the state related to openings.

200 Ms. Alfano stated that Vesta would continue working and communicating with residents through
201 e-blasts and newsletters. Mr. Deary noted that Vesta was currently running food deliveries in
202 three other communities, and would be open to discussion and providing further information in
203 this regard. Mr. Curley asked whether plans to reopen the amenities would be considered as part
204 of the meeting scheduled for April 16. Mr. Leventry stated that this would likely be the case for
205 future meetings until amenities are reopened. Mr. Curley requested specific recommendations
206 from staff, as well as a presentation on how delivery and takeout from the café would be handled,
207 for the next meeting. Mr. Deary said that information would be provided, and Mr. Eckert advised
208 that this would be acceptable from a liability insurance standpoint.

209 Mr. Curley noted the legal fees accrued by the District for the month, and expressed concerns
210 regarding the writing of a contract addendum, as the Board had not yet agreed that one was
211 necessary.

212 Mr. Woodcock informed the Board that Cardno's work was continuing as normal, and
213 inspections were still able to be performed as needed. Mr. Leventry noted that residents were
214 requesting to move boats to the CDD docks as seawall construction and repairs were ongoing,
215 and Mr. Woodcock stated that a relevant agenda item would be included. Ms. Alfano noted that
216 discounts with the marina had been acquired and could be provided.

217 **FOURTH ORDER OF BUSINESS – Audience Comments**

218 There being none, the next item followed.

219 **FIFTH ORDER OF BUSINESS – Adjournment**

220 On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board, at 7:17 p.m.,
221 adjourned the meeting for the Harbor Bay Community Development District.

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