HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Regular and Telephonic Meeting

Thursday
June 18, 2020
6:00 p.m.

Location:
107 Manns Harbor Drive
Apollo Beach, Florida 33572
and
Zoom
Conference Call
Audio Only

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

Dear Board Members:

The Regular and Telephonic Meeting of the Board of Supervisors of the Harbor Bay Community Development District is scheduled for Thursday, June 18, 2020 at 6:00 p.m. at 107 Manns Harbor Drive, Apollo Beach, Florida 33572 and via Zoom conference call, Audio Only – Physical presence only for members of the Board, District Management Team, and a max of 30 audience members.

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

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

Sincerely,

Patricia Comings-Thibault
District Manager

Cc: Attorney
    Engineer
    District Records
Dear Residents

We welcome you to join us for the Board of Supervisors Meeting to be held on Thursday, June 18th at 6:00 PM. This meeting will be held via Zoom, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home, and in-person at the MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo Beach, FL 33572. Due to the current situation with COVID-19 we are allowing a max of 30 audience members to attend the Board meeting in-person. Once capacity has been reached, those who would like to attend may do so virtually via the Zoom Conference Call with Audio Only. While many may know and have used Zoom as a video conference platform, we will be using it in audio only mode, so there will be no visual on your end to visually see, so as a note, your computer is working fine if you do not see a video stream. With Zoom you have two options for joining the meeting; telephone or computer, and it will all be audio based, meaning no video recording. Please follow the instructions below for either telephone or computer attendance. If you have any questions in regard to the agenda, please email them to patricia.thibault@dpfg.com before the meeting so that they can be answered accordingly.

Please be advised that the meeting will not start until the host, the District Manager, has started the meeting. Thank you for your patience in these trying times and we look forward to hearing from you.

Join Zoom Meeting by Computer
https://us02web.zoom.us/j/82937550126?pwd=RlJwNFV5R21VNmJwV3RtaFJtYzR2dz09

Meeting ID: 829 3755 0126
Password: 137637

Join Zoom Meeting by Phone
Dial by your location – Follow the Prompts – Meeting ID - 829 3755 0126 – Hit # when it requests a participant ID
+1 253 215 8782 US
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 312 626 6799 US (Chicago)
District: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, June 18, 2020
Time: 6:00 PM
Location: 107 Manns Harbor Drive
           Apollo Beach, FL 33572 &
           Zoom – Conference Call

Dial-in Number: +1 253 215 8782
Meeting ID: 829 3755 0126

Agenda

I. Call to Order/Roll Call

II. Pledge of Allegiance

III. Audience Comments on Agenda Items

IV. Presentation of Audience Comment Follow-Up Sheet

V. Business Items
   A. Hearing on Suspension of Amenity Access
   B. Seawall Update – To Be Distributed
   C. Landscape Professionals – Douglas Ivester
      ➢ Landscape Report
      ➢ Landscape Inspection
      ➢ Consideration of Irrigation Pump Repair Proposal
   D. Major Project Updates and Facilities Report
      ➢ Cardno Project Tracker
      ➢ Consideration of Facilities Report
   E. Discussion of Limiting Gate Access Memo
   F. Budget Discussion
      ➢ Discussion of Expenditures Related to Cul de Sacs Versus Outfitters
      ➢ Presentation of Budget Recommendations Memo
      ➢ Presentation of Supervisor Requested Changes to the FY 21 Budget
      ➢ Presentation & Discussion of FY 21 Revised Budget & Approval of Changes to Revised Budget

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V. Business Items (continued)

G. Consideration & Adoption of Resolution 2020-12, Declaring O&M Assessment & Setting Public Hearing

H. Discussion on Second Addendum to Acquisition Agreement

I. Public Hearing on Rules Relating to Traffic & Parking Enforcement
   - Open the Public Hearing
   - Presentation of Rules Relating to Traffic & Parking Enforcement
   - Public Comments
   - Close the Public Hearing

J. Consideration & Adoption of Resolution 2020-13, Adopting Rules Relating to Traffic & Parking Enforcement

K. Public Hearing on Amended & Restated Amenity Rules
   - Open the Public Hearing
   - Presentation of Amended & Restated Amenity Rules
   - Public Comments
   - Close the Public Hearing

L. Consideration & Adoption of Resolution 2020-14, Amended & Restated Amenities Rules

M. Discussion of COVID-19 Reopening Plan – Hyperlinks To Be Distributed

VI. Staff Reports

A. District Counsel
B. District Engineer
C. District Manager
   - Presentation of Form 1 – Statement of Financial Interests
   - Discussion of Harbor Bay July Workshop Meeting Date
VI. **Staff Reports (continued)**

D. General Manager & Field Operations Manager
   - MiraBay Manager’s Report  
   - Pickleball Update  
   - Field Operations Report  
   - Consideration of Retention Pond Banks Proposal  
   - Consideration of Pool Chemical Service Proposal

VII. **Consent Agenda Items / Business Administration**

A. Consideration of Minutes of the Board of Supervisors Meeting Held on May 21, 2020  
   - Exhibit 26

B. Consideration of Operations & Maintenance Expenditures Check Register for May 2020  
   - Exhibit 27

C. Consideration of Operations & Maintenance Expenditures Check Register for May 2020 – Reserve Fund  
   - Exhibit 28

D. Consideration of Operations & Maintenance Expenditures Check Register for May 2020 – MiraBay Amenity Center  
   - Exhibit 29

E. Consideration of Operations & Maintenance Expenditures Check Register for May 2020 – Evergreen Fund  
   - Exhibit 30

F. Consideration of Operations & Maintenance Expenditures Check Register for May 2020 – Seawall Fund  
   - Exhibit 31

G. Dock and Boat Lift Approvals – No approvals this month

VIII. **Supervisor Requests**

A. Discussion of Conveyance Standards Memo  
   - Exhibit 32

IX. **Audience Comments**

X. **Adjournment**
EXHIBIT 14

Who: District Counsel

What: Resolution 2020-12, O&M Assessment Declaring Special Assessments to Fund the Proposed Budget & Set the Public Hearing

When: N/A

Budget Impact: N/A

Decision: Adopt Resolution 2020-12
RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2020-05, the Board of Supervisors (“Board”) of the Harbor Bay Community Development District (“District”) has prior to June 15, 2020, approved proposed budgets (“Proposed Budget”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“Fiscal Year 2020/2021”); and

WHEREAS, after further consideration, it is in the best interest of the District to fund the administrative and operations services (together, “Services”) set forth in the Proposed Budget, a current copy of which is attached as Exhibit A, by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“Assessments”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the proposed Assessments, and desires to set the required public hearings thereon;

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

1. DECLARING ASSESSMENTS. Section 2 of Resolution 2020-05 is hereby amended and updated as provided by this Section 1. The current form of the Proposed Budget, attached hereto as Exhibit A, is hereby approved for use in proceedings to levy and impose the Assessments. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “District’s Office,” c/o DPFG Management & Consulting LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321) 263-0132. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments
pursuant to a bill issued by the District in November of 2020, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

2. **SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the Assessments are hereby declared and set for August 20, 2020, at 6:00 p.m. The hearing may be conducted remotely, pursuant to communications media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

   LOCATION: Mirabay Clubhouse  
   107 Manns Harbor Drive  
   Apollo Beach, FL 33572

3. **PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Hillsborough County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

4. **CONFLICTS; SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. Section 2 of Resolution 2020-05 is hereby amended and replaced as provided herein. Except as provided in the prior sentence, Resolution 2020-05 shall remain in full force and effect, unaltered by this Resolution.

5. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 18th DAY OF JUNE, 2020.**

ATTEST: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT  
By: ___________________________  
Its: ___________________________  
Secretary
Who: DPFG

What: Resolution 2020-13, Adopting Rules Relating to Traffic & Parking Enforcement

When: June 18, 2020

Budget Impact: N/A

Decision: Decision will be made with the adoption of the resolution.
RESOLUTION 2020-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE RELATING TO TRAFFIC & PARKING ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the exercise of the District’s general powers; and

WHEREAS, the District has previously adopted rules and policies for traffic and parking enforcement to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to replace all prior rules and policies established for traffic and parking enforcement, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rule Relating to Traffic & Parking Enforcement attached hereto as Exhibit A for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rule Relating to Traffic & Parking Enforcement is hereby adopted pursuant to this resolution to govern the administration of the District. This Rule Relating to Traffic & Parking Enforcement replaces all prior rules and policies established for traffic and parking enforcement, including but not limited to those set forth under Resolutions 2007-08 and 2010-14, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, Florida Statutes.

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

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

PASSED AND ADOPTED this 18th day of June, 2020.

ATTEST: 

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary 
Chairperson, Board of Supervisors

Exhibit A: Rule Relating to Traffic & Parking Enforcement
EXHIBIT A:
RULE RELATING TO TRAFFIC & PARKING ENFORCEMENT
In accordance with Chapters 190 and 120 of the Florida Statutes, and on June __, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern traffic and parking enforcement on District right-of-ways and other property. This rule repeals and supersedes all prior rules governing the same subject matter.

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

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

   a. *Amenities* shall mean the District’s primary clubhouse, Admiral’s Pointe clubhouse, athletic courts, playgrounds, parks and boat ramp.
   
   b. *District* shall refer to the Harbor Bay Community Development District.
   
   c. *Guest* shall mean any person or persons, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for a specific visit by a Patron to use the Amenities.
   
   d. *Overnight* shall mean anytime between the hours of 7 p.m. and 7 a.m.
   
   e. *Parking* shall mean the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers as may be permitted by law.
   
   f. *Patron* shall mean Residents, Non-Resident Patrons, and Renters.
   
   g. *Tow-Away Zone* shall mean any area where parking is prohibited and identified as a Tow-Away Zone.
   
   h. *Vehicle* shall mean any device in, upon, or by which any person or property is or may be transported or drawn upon a roadway (including but not limited to towed boats, boat trailers, campers, mobile homes, travel trailers, etc.).

Any capitalized term not otherwise defined herein shall have the meaning ascribed to it as set forth in the District’s Amenities Rules Handbook, as adopted July 24, 2014 and as may be amended from time to time.

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

4. Parking Prohibited.

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

B. Overnight Parking. Except as otherwise provided in Section 4(B)(i)-(iii) below, overnight parking is generally prohibited within all District-owned parking areas, including but not limited to overnight parking within parking areas serving the Amenities.

i. Overnight parking within Anchor Cove, Bay Breeze, and Seacrest parking areas identified on Exhibit A may be permitted consistent with Section 5 herein; with respect to Bay Breeze parking areas, however, this paragraph and the permitting process contemplated by Section 5 shall only take effect upon the acquisition of said parking areas by the District.

ii. Overnight parking within the Landing Park parking area identified on Exhibit A may be permitted consistent with Section 5 herein; except, however, that Overnight Parking Permits for Landing Park shall be valid for no greater than seven days, as specified on the permit.

iii. For the avoidance of doubt, anyone may park within District parking areas, including but not limited to the Anchor Cove, Bay Breeze, Seacrest, and Landing Park parking areas identified on Exhibit A, during the day (i.e. between 7 a.m. and 7 p.m.) on a first-come, first-served basis.

C. District Right-of-Ways. The parking restrictions set forth herein do not apply to District right-of-ways. Instead, please refer to Chapter 316, Florida Statutes, and Chapter 50, Article V, Hillsborough County Code of Ordinances, for laws related to the authorized and unauthorized parking of vehicles within District right-of-ways. Such statutes and ordinances, as may be amended from time to time, apply to District right-of-ways and are incorporated herein by this reference.
5. **OVERNIGHT PARKING PERMITS.**

A. **Overnight Parking Permits.** Patrons and Guests may apply for an “Overnight Parking Permit,” which will allow them to park overnight in the Anchor Cove, Bay Breeze, Seacrest, and Landing Park parking areas identified on Exhibit A, provided said Patrons and Guests have obtained an Overnight Parking Permit and display same as set forth herein. Overnight Parking Permit requests will be granted in accordance with the following:

i. Overnight Parking Permits shall be provided at no cost and shall be valid for no greater than six months, as specified on the face of the permit; except, however, that Overnight Parking Permits for Landing Park shall be valid for no greater than seven days. Up to two Overnight Parking Permits may be issued per Anchor Cove, Bay Breeze, or Seacrest residential property. Up to two Overnight Parking Permits may be issued per residential property for Landing Park. Overnight Parking Permits are nontransferable.

ii. Anchor Cove, Bay Breeze, and Seacrest, and Landing Park Patrons and Guests interested in an Overnight Parking Permit may submit a request to the District Manager that includes the following information:

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

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

iii. Upon receipt of all requested documentation, as set forth above, the District Manager will issue an Overnight Parking Permit to the applicant. Overnight Parking Permits will be granted by way of written correspondence by the District Manager. No verbal grants of authority will be issued or be held valid.

iv. The Overnight Parking Permit must be displayed on the bottom left side of the vehicle’s windshield. Vehicles that do not display the Overnight Parking Permit in this manner may be fined and, in connection with Tow-Away Zones (where identified as such), towed and/or removed at the owner’s expense, in the manner set forth herein.
6. **ESTABLISHMENT OF TOW-AWAY ZONES.** The District may establish Tow-Away Zones throughout the District by posting signage in a manner consistent with Section 715.07, *Florida Statutes*. The District shall obtain any local permits and/or approvals necessary for such signage.

7. **ENFORCEMENT.**

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

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

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

8. **PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or vehicles.

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

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

11. **SEVERABILITY.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

12. **RESERVATION OF RIGHTS FOR FUTURE AMENDMENTS; VARIANCES.** The Board in its sole discretion may amend these rules from time to time and/or grant variances upon request.

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

Specific Authority: §§ 120.54, 120.69, 190.011(5), 190.012(3), *Fla. Stat.*
Effective date: ____________, 2020
EXHIBIT A
Signage Plan
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

TRAFFIC AND PARKING SIGNAGE PLAN

SHEET 1

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

FUTURE DEVELOPMENT
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

TRAFFIC AND PARKING SIGNAGE PLAN
SHEET 3

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

PROJECT NO:
DATE:
SHEET NO:

380 PARK PLACE BLVD, SUITE 300, CLEARWATER, FLORIDA 33759

Certificate of Authorization No. 29915
www.cardno.com - TEL: (727) 531 - 3505

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EXHIBIT 18

**Who:** District Counsel

**What:** Resolution 2020-14, Adopting an Amended & Restated Amenities Rules Handbook; Providing a Severability Clause & Providing and Effective Date

**When:** June 18, 2020

**Budget Impact:** N/A

**Decision:** Adopt Resolution 2020-14
RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
ADOPTING AN AMENDED AND RESTATED AMENITIES
RULES HANDBOOK; PROVIDING A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Amenities Rules Handbook attached hereto as Exhibit A for immediate use and application, and to replace that certain Amended and Restated Amenities Rules Handbook, previously adopted by the District; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Amenities Rule Handbook is hereby adopted pursuant to this resolution as necessary for the conduct of District business. This Amended and Restated Amenities Rule Handbook shall stay in full force and effect until such time as the Board of Supervisors may amend this rule in accordance with Chapter 190, Florida Statutes, and shall replace and supersede any previously adopted certain Amended and Restated Amenities Rules Handbook.

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

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

PASSED AND ADOPTED this 18th day of June, 2020.

ATTEST: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Print Name: ___________________________ Chairperson, Board of Supervisors
Secretary/Assistant Secretary
Exhibit A: Amended and Restated Amenities Rule Handbook
Exhibit A
Amended and Restated Amenities Rule Handbook
HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT

AMENDED AND RESTATED AMENITIES
RULES HANDBOOK

Patricia Thibault
District Manager
250 International Parkway Suite 280
Lake Mary, FL 32746
www.harbordaycdd.org
321-263-0132 ext. 4205

Margaret Alfano
General Manager
Harbor Bay CDD Clubhouse
107 Manns Harbor Drive
Apollo Beach, Florida 33572
(813) 649-1500 ext. 31
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  - Credit Application Form
  - Rental Form
PART 1: Harbor Bay Community Development District

Amenities Operating Rules

Effective Date: _____________

In accordance with Chapter 190 of the Florida Statutes, and on _____________, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules / policies to govern the operation of the District’s Amenities. All prior rules / policies of the District governing this subject matter are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use. The Amenities are subject to change. Amenities shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Fitness Center and group exercise room
- Resort-style locker rooms with saunas
- Resort-style pool with restroom and lap swimming lanes
- The Outfitters
- Admiral’s Lounge with wireless internet access
- The Galley Cafe
- Lagoon Room and veranda with catering kitchen
- Five (5) night-lit champion Tennis Courts / Racquet Club with restroom facilities
- Two (2) full court (non-regulation sized) Basketball Courts / multipurpose for Pickle Ball
- Tots Playground
- Dockers Youth Activities Room
- Landings Park with Tiki Huts
- Sand Volleyball Court
- Admiral Pointe Clubhouse and pool
- Wolf Creek Park
- Boat lift & ramp
- Lagoons and Canals
“Amenities Rules” or “Rules” – shall mean this document together with the Rule for Amenity Rates, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, legally charged by the District to manage the daily operations of Amenities.

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities by a Non-Resident. The amount of the Annual User Fee is set forth in the District’s Amenity Rules.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Harbor Bay Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the house.

“Guest” – shall mean any person accompanied and invited by a Patron who is expressly authorized by the District to use the Amenities. The Patron must remain with their guest/s for the duration of their visit.

“Non-Resident” – shall mean any person who does not fall under the definition of Resident, below.

“Non-Resident Tennis Patron” – shall mean any Non-Resident who has paid the program fees for the Non-Resident Tennis Program.

“Patron” or “Patrons” – shall include (i) Residents; and (ii) Non-Residents paying the Annual User Fee.

“Proximity Card” – shall mean the identification card issued to Patrons and Non-Resident Tennis Patrons.

“Renter” – shall mean any tenant residing in a home located within the District pursuant to a valid rental or lease agreement.
“Resident” – shall mean any person owning property within the District. It also includes a Renter that has been exclusively assigned the beneficial use of the amenity access privileges of the owner of the property at which they reside.

DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Amenities clubhouse is located at 107 Manns Harbor Drive, in Apollo Beach.

The main clubhouse features the Galley Café with outdoor patio seating, and the adjacent Admiral’s Lounge which is popular for clubs and events. The District also has an office on the main floor for Amenity Center staff.

Upstairs in the clubhouse is the Lagoon Room, which is available for party rental. Most club events are held upstairs in the Lagoon Room and adjacent veranda area.

The resort pool is located behind the clubhouse on the lagoon and features a zero entry area with teardrop waterfall, a lighthouse pool slide and a junior Olympic lap pool. The resort pool has lounge chairs and umbrellas for Patrons and Guests.

The Outfitters is a special amenity, multipurpose building for the community, providing access to the water for all Patrons and Guests, including the use of canoes, kayaks, and paddleboards.

The Dockers is the center for young children’s activities and events. It is located adjacent to the restrooms at the resort pool.

The Admiral Pointe Clubhouse and pool are located at 5248 Admiral Pointe Drive. This clubhouse has an open layout that is great for any type of event. It features a kitchen, restrooms and an office. The pool is located directly behind the clubhouse and features outdoor patio seating, lounge chairs and a pergola.

AMENITIES USAGE

Only Patrons and their Guests have the right to use the Amenities, provided however that community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements.
**Non-Residents.** A Non-Resident must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Non-Residents that are Patrons must abide by all current policies, procedures and are subject to all enforcements.

**Renter’s Privileges.** Owners of property who rent or lease residential unit(s) in the District to others shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the owner’s privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the owner’s rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the owner. A Renter will be required to provide proof of residency (minimum twelve (12) month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives a Proximity Card.
2. During the period when a Renter is designated as the beneficial user, the owner shall not be entitled to use of the Amenities.
3. Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Patron Household may bring a maximum of five (5) Guests to the Amenities at any one visit; provided, however, that Guests must either (i) be accompanied by a Patron who is at least eighteen (18) years of age provided they present their own valid proximity card when using the Amenities, or (ii) carry a Resident Guest Pass when using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a five (5) Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron’s particular Family – e.g., a Patron Family consisting of four people cannot bring up to five (5) Guests each for a total of twenty (20) Guests, but instead can only bring a total of five Guests per visit on behalf of the entire household. The Patron will be responsible for any harm caused by the Patron’s Guests while using the Amenities. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the Amenity Manager in his or her discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to wear District-issued bracelets at the Amenities in order to better identify authorized users of the Amenities.
Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron’s Family shall register with the District at the reception desk by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron’s Guests executes a Consent and Waiver Agreement prior to each use of the Amenities. All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.

Proximity Cards. All Patrons will be issued a Proximity Card at the District offices designated location. Proximity Cards will give Patrons entry to the fitness center, The Galley Café, Admiral’s Lounge, Basketball Courts, Tennis Courts, Admiral’s Pointe Amenity Center and resort pool area during the regular operating hours of the clubhouse. You can make an appointment to obtain your Proximity Card by contacting the reception desk.

Each Patron will receive a Proximity Card upon registration with the District. For Families, each Patron may obtain additional Proximity Cards for any member of a Patron’s Family who is sixteen years of age or older. A minor who is a member of a Patron’s Family and between the ages of twelve (12) and fifteen (15) may receive a Proximity Card with limited access following that. Similarly, a minor who is a member of a Patron’s Family and is cared for by a babysitter, au pair, nanny, grandparent, or similar caregiver may receive a Proximity Card with limited access, provided that the minor receives a legal guardian’s consent.

Patrons can use their Proximity Cards to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Proximity Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Card readers are also located at the pool access gate on the west side of the facility as well as the fitness center entrance, and at the tennis and basketball courts. This proximity card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Proximity Card to a non-Patron to allow a non-Patron to use the Amenities.

Proximity Cards are the property of the District and are non-transferable except in accordance with the District’s Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Caregivers. The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:
• The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
• The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron’s Family who is otherwise authorized to use the Amenities.
• The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the Patron’s family member requiring care.
• The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
• The caregiver will use a Proximity Card with limited access in order to access the Amenities and must execute a Consent and Waiver Agreement.
• The caregiver’s use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

**Teen Tune-Up.** The District offers a “Teen Tune-Up” program for ages twelve (12) through fifteen (15). This program educates and motivates teens who want to utilize the fitness center without a parent or guardian present. Teens can achieve their fitness goals either through personalized instruction by a MiraBay Club professional personal trainer, designed to enhance results and provide improved quality of life, or they can work out on their own. Completion of the Teen Tune-Up program and certification course is required before this age group can utilize the fitness center or personal training programs, as well as the athletic courts. The major workout components that the teens learn in the introductory course include: how to set up a program (reps, sets, etc.), how to safely perform the selected exercises, and how to practice weight room safety and etiquette. Once the twelve (12) to fifteen (15) year old has completed the Teen Tune-Up program and has been evaluated by a trainer, he or she will be able to take part in personal training programs and utilize the fitness center and athletic courts.
**Patrons and Guests Only.** Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

**Registration.** Patrons will be able to register for all programs and activities in person at the reception desk, by completing and submitting a program registration form with payment (if applicable). Most programs will require advance registration (typically, one week prior to the start of a class, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

**Payment.** A variety of complimentary and fee based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenity Management Team. Patrons may pay for programs utilizing a credit, debit card (Visa, MasterCard, Discover or AMEX) or check made out to Harbor Bay CDD (note, there is a $50 fee for any returned checks). Cash is not accepted for any programming. A Patron may put a credit card on file at reception to expedite the process.

**Programs and Activities.** All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Management Team or as directed by the Board. A schedule of activities for the Amenities will be posted at the clubhouse and updated by the Amenity Management Team.

**Athletic Teams.** The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District’s Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the Amenity Management Team for further information.
Cancellation by the District. The Amenity Management Team will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account on a case-by-case basis.

Refunds. At the sole discretion of the Amenity Management Team, program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

Patron Clubs and Interest Groups. The Amenities will host many interest groups and activity club meetings and social events. Clubs and interest groups will be Patron managed and self-supporting. Any Patron wishing to develop an interest group or club should contact the Amenity Management Team to receive information and an application. Meeting and event dates will be subject to facility availability. All clubs must be open to any Patron of the community. Room set up and break down is the responsibility of the club members. Failure to adhere to room break down will result in additional fees. Any additional services, such as food, beverages and or bar tender services will require an additional fee.

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing our reception team at reception@mirabayclub.com.

GENERAL PROVISIONS

All Patrons and their Guests using the facilities are expected to conduct themselves in a reasonable, responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity facilities. Disregard of the District’s policies and rules and misuse or destruction of facility equipment may result in the suspension or termination of Amenity privileges. Residents are responsible for the actions and behavior of their Guests.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, to prevent illness, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted, all outdoor Amenities are open only from dawn until dusk. Both pool hours are subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department. Here are the specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances:
Main Clubhouse Business Hours
   Monday-Friday 9am-5pm

Fitness Center
   Monday-Friday 5:30am-9pm
   Saturday 7am-8pm
   Sunday 9am-8pm

Outfitters
   TBD

Galley Café
   September – March
      Everyday, 11am to 5 pm
      Friday, 11 am to 9 pm

   April – August
      Everyday 11 am to 7 pm
      Friday, 11 am to 9 pm

Lighted Athletic Courts
   Basketball 7am-9pm
   Tennis 7am-10pm

Resort Pool
   Subject to the sunrise/sunset calendar following the guidelines set under
   the State of Florida Health Department. The calendar is also posted at the
   clubhouse.

Unlighted Athletic Courts
   Dawn to Dusk

Boat Ramp
   Monday-Friday, 5:30 am to 9 pm
   Saturday, 7 am to 8 pm
   Sunday, 9 am to 8 pm

Boat Lift
   Open at all hours (boat transfer only)

Admiral Pointe Clubhouse
   For Hours and Availability please see the receptionist

Admiral Pointe Pool
   Subject to the sunrise/sunset calendar following the guidelines set under
   the State of Florida Health Department. The calendar is also posted at the clubhouse.
**General Usage Guidelines.** Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their own section herein.

1. **Registration and Proximity Cards.** Each Patron must “swipe” his or her Proximity Card in order to access the Amenities and must have his or her assigned Proximity Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Proximity Card to enter and use the Amenities, and must present their Proximity Cards upon request by the Amenity Management Team.

2. **Guests.** While using the Amenities, Guests must be accompanied by a Patron. Residents must sign their Guests in at the reception desk upon entering the clubhouse.

3. **Minors.** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.

4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and their Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas. Proper swim attire must be worn at all times. Cutoffs, thongs, and overly revealing clothes that do not coincide with our family friendly environment are prohibited. Patrons and/or their Guests could be asked to leave the facility as deemed necessary by the Amenity Management Team.

5. **Food and Drink.** Food and drink will be limited to designated areas only. No glass or breakable items are permitted in or on the pool area. Food and drink are not allowed on the wet deck area of the pool, meaning 4 feet from it’s edge.

6. **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.

7. **No Smoking.** Except in designated areas, smoking and vaping is not permitted on any interior or exterior Amenity property. Any violation of this policy shall be reported to the Amenity Management Team.

8. **Pets.** Dogs or other pets (with the exception of “Service Animals” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not
take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Off-road bikes/vehicles (including ATV’s), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District unless they are owned by the District. Golf carts, if properly licensed for on road usage and permitted under applicable State and Local laws, are allowed to park in the District parking lots.

10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other devices of similar use are limited to outdoor areas only, excluding inside of any gated areas included but not limited to Tennis and Basketball courts, Pool decks, etc.

11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or District property.

12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.

13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Failure to do so could result in the loss of Amenity privileges for that day or longer.

14. **Profanity.** Loud, profane or abusive language is prohibited.

15. **Horseplay.** Disorderly conduct and horseplay are prohibited.

16. **Excessive Noise.** Excessive noise that will disturb other Patrons and their Guests is not permitted. Radio and other electronic devices are permitted with the use of headphones.

17. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and their Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.

18. **Littering.** Patrons and their Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

19. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District as determined by the Amenity Management Team. Please contact the District Manager for a copy of the District’s policies on advertising.

20. **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among
other prohibitions, no firearms may be carried to any meeting of the District’s Board of Supervisors.

21. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

22. **Compliance with Laws.** All Patrons and their Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

23. **Surveillance.** Various areas of all Amenities and District property are under twenty-four (24) hour video/audio surveillance.

24. **Grills.** Grills are permitted only upon Amenity Management Team approval.

25. **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless at District authorized and managed activities. Resident use of such equipment is permitted in designated locations with Amenity Management Team approval, insurance qualifications, deposits, and any other fees required. All inflatable attractions must be secured to sandbags, no spikes or nails into the ground are permitted.

26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and their Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse. Please refrain from cellphone usage while using the fitness center as a courtesy to others.

27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Management Team for storage in the lost and found. Items will be stored in the lost and found for two weeks.

28. **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the Amenity Management Team. Patrons who provide personal training or any fitness or sports instruction services are prohibited from conducting such services at the Amenity Facility, including but not limited to swim lessons, Yoga, Zumba, weight lifting, and tennis lessons.

29. **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).
ALCOHOL POLICY

The District is licensed for the sale of beer, wine, and liquor in certain areas. Patrons and their Guests are not allowed to bring alcohol onto District property or the Amenities at any time. Patrons who rent the Amenities are required to use bartenders employed by the Amenity Management Team, unless bar services are outsourced by a licensed caterer and that company provides bartenders that are covered under their liability insurance policy. Said vendor must also list the District as an additional insured. Please see the Amenity Management Team for scheduling and rental fees. Patrons and their Guests under twenty-one (21) years of age may not consume alcohol on-property at any time.

As more fully set forth in District Resolution 2008-03, the following policy applies to the consumption of alcoholic beverages at the clubhouse:

1. Patrons and their Guests must be at least twenty-one (21) years of age to be served alcohol.
2. All Patrons and their Guests must present valid picture identification at the request of the Amenity Management Team.
3. Alcohol served on the premises must be consumed on the premises.
4. The District reserves the right to refuse to serve alcohol to anyone.
5. The District reserves the right to ask intoxicated persons to leave the Amenities or District property.
6. Subject to the rental policy, only alcoholic beverages served by the clubhouse staff are allowed at the Amenities or District property.
7. Alcohol policies may be changed at any time at the discretion of the District.

FITNESS CENTER

Usage Guidelines

The following policies apply to the District’s fitness center and group exercise studio:

1. Exercise at Your Own Risk. The fitness center is not supervised at all times and persons using this facility do so at their own risk. All Patrons and their Guests are encouraged to consult their physician before beginning an exercise program.
2. Usage Restrictions. Patrons and their Guests ages sixteen (16) and older may use the fitness center, but they must have a Proximity Card and signed waiver on file. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use the fitness center.
3. Attire. Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.
4. **Courtesy.** If a Patron or their Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or their Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.

5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be turned off and not used while in the fitness center.

7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

8. **Hand Chalk.** Hand chalk is not permitted.

9. **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved, certified and employed by the Amenity Management Team.

10. **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

1. **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the reception desk and on the District’s website. Class fees are required by all patrons and their guests. All instructors must be approved, certified and employed by the Amenities Management Team.

2. **General Usage.** Patrons and Guests may use the studio and the equipment when classes are not in session and the room is unlocked; however, all equipment must remain in the studio and be returned to its proper location.

3. **Music System.** The music system may only be utilized as part of a structured and supervised program.

4. **Usage Restrictions.** Patrons and their Guests between the ages of twelve (12) and fifteen (15) may participate in group exercise classes when accompanied by a parent/guardian or individually if the patron has completed the teen tune-up program. Patrons and their Guests sixteen (16) years and older may participate in a group exercise class independently.
LOCKER ROOMS

Usage Guidelines

1. **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
   a. If a locker is not vacated at the end of the day, items and locks left in or on the locker are subject to removal by the Amenity Management Team.
   b. Under normal circumstances, the Amenity Management Team will make reasonable efforts to provide twenty-four (24) hours notice before removing items and locks. Items removed from lockers will be kept for two (2) weeks at the clubhouse lost and found. After two (2) weeks, unclaimed items will be donated or otherwise disposed of.
   c. The Amenity Management Team reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
2. **Age Restriction.** Children seven (7) years of age and older are required to use the locker room/restroom of their gender.
3. **Dressing Room.** Men’s and Women’s accessible dressing rooms are available to anyone who may need assistance changing.

SAUNAS

The following policies apply to the District saunas:

1. **Age Restriction.** Participants must be sixteen (16) years of age or older to use the sauna.
2. **Attire.** A towel, bathing suit or gym shorts must be worn. Do not wear jewelry or contact lenses.
3. **Health.** Women who are pregnant, persons with high or low blood pressure, heart disease or diabetes should not utilize the sauna without first consulting a physician.
4. **Time Limit.** Limit the usage time in the sauna to ten (10) minutes. Long exposure in the sauna may result in nausea, dizziness or fainting.
5. **Paper Materials.** No paper materials (newspaper, magazines, etc.) are permitted in the sauna.
6. **Usage.** Do not put water on the sauna rocks. Hanging clothes or towels over the sauna rocks is also prohibited.

POOL, WATERSLIDE & LAP LANCES
Usage Guidelines

1. **Operating Hours.** Swimming is permitted only during designated hours subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department and posted at the pool. Such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is scheduled.

2. **Check-In.** Patrons with their Guests are required to check in at the reception desk, register their guests, pay any applicable fees and must remain with their guests for the duration of their visit. Before utilizing the pool, and, at the Amenity Management Team’s discretion, may be required to wear a District-issued wristband to ensure that only authorized Patrons and their Guests are using the pool. Access to the pool is on a first-come, first-served basis and the District reserves the right to refuse entry if the pool is at capacity.

3. **Swim at Your Own Risk.** All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.

4. **Supervision of Children.** Children under sixteen (16) years of age must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children 4 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual (eighteen (18) years of age or older) within arm’s length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm’s length of the child.

5. **Small Children; Swim Diapers.** Children three (3) years and younger are restricted to the tot pool unless being held by an adult who is eighteen (18) years of age or older. Parents should take their children to the restroom before entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber lined swim diapers and a swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the tot pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the tot pool may be held responsible for any clean-up or decontamination expenses incurred by the District.

6. **Food and Drink.** Patrons will be permitted to bring their own snacks and water to the pool; however, no coolers are permitted. Additionally, no food or beverages are permitted in the pool or on the pool wet deck area, 4 feet from pool edge, and instead food and beverages are only allowed in designated areas. Possession of alcohol other than purchased through the Galley Café will result in immediate expulsion.
7. **Glass Containers.** Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.

8. **Aquatic Toys and Recreational Equipment.** Pool toys and flotation devices are permitted in the pool under the direct supervision of an adult. Amenity Center staff has the right to deem certain toys and/or floatation devices inappropriate. Amenity Center staff reserves the right to prohibit use of any play equipment, especially during times of peak or scheduled activities or if the equipment provides a safety concern or nuisance to others as determined by Amenity Center staff. The following items are generally allowed: noodles, kickboards, water wings, soft foam balls, dive sticks, infant flotation devices equipped with leg holes. The following items are generally prohibited: large rafts and inflatable floats, inflatable or any other type not specified herein, boogie boards, hard toys, battery operated toys, any rings or floatation devices larger than 30 inches.

9. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards are permitted inside the clubhouse gates. A bike rack is provided near the pool gate in the parking lot area. Please be sure to secure and lock your belongs as the District is not responsible for lost or stolen items.

10. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

11. **Attire.** Proper swim attire must be worn at all times. Cutoffs, thongs, and overly revealing clothes that do not coincide with our family friendly environment are prohibited. Patrons and/or their Guests could be asked to leave the facility as deemed necessary by the Amenity Management Team.

12. **Pets.** Dogs or other pets (with the exception of “Service Animal’s” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in
accordance with the law. Service Animals are prohibited from entering the pool water.

13. **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area. No hanging or jumping off the bridge as well as no sitting or hanging on the lap lanes at any time.

14. **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.

15. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.

16. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

17. **Noise.** Radios, tape players, CD players, MP3 players, televisions and the like are not permitted unless they are personal units equipped with headphones.

18. **Entrances.** Pool entrances must be kept clear at all times.

19. **Railings.** No swinging on ladders, fences, lap lane ropes, safety lines, or railings is allowed.

20. **Pool Furniture.** Pool furniture is not to be removed from the pool area.

21. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

22. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction, or solicitation of swim instruction, is prohibited.

24. **Restrooms / Locker Rooms.** Please use the restrooms adjacent to the resort pool, not the locker rooms. Children, ages seven and older, MUST use their gender appropriate changing room.

25. **Staff Only.** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.

26. **Pool Closure.** In addition to Hillsborough County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:

- Operational and mechanical difficulties affecting pool water quality.
- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
- For a period of time following any mishap that results in feces or vomit in the pool water.
• Any other reason deemed to be in the best interests of the District as determined by District staff.

27. **Private Parties.** Private parties cannot be accommodated.

28. **Compliance with Adopted Pool Safety Plan.** The District has adopted a pool safety plan which has been approved by the Hillsborough County Department of Health (“Pool Safety Plan”). Patrons and Guests must not engage in behavior which violates the Pool Safety Plan.

**Additional Usage Guidelines (Waterslide)**

1. Use of the slide is only permitted when the slide is officially open.
2. Pregnant women and persons with heart conditions or back trouble should not ride the slide.
3. Only 1 person may slide down the waterslide at any given time.
4. Children may not stand or climb on the waterslide and must always ride down feet first.
5. Diving into/off of, kneeling, changing positions, slowing down, stopping, forming chains or sliding down head first is prohibited at all times.
6. No floats, rafts, balls, toys, jewelry, water wings, goggles, masks, safety floats and not approved swim attire of any kind are permitted on the waterslide.
7. Children less than forty (40) inches tall are not permitted to ride the slide.
8. Children more than forty (40) inches tall may ride the slide only if they demonstrate the ability to swim independently to the side of the pool after exiting.
9. Keep arms and hands inside the flume at all times.
10. The slide may only be used when it is attended at the top and bottom of the slide.
11. The water play feature is not monitored by lifeguards.
12. Parents and children are not permitted to catch children at the bottom of the slide.
13. Before sliding check that there is water in the flume. Riding a dry slide is strictly prohibited.
14. After your ride, leave the slide splash area IMMEDIATELY.
15. No pushing in line.
16. All waterslide riders shall obey lifeguard instructions, or may be restricted from use of the slide or pool facility.
17. Guidelines not followed after an initial warning will result in a loss of slide privileges for the remainder of the day, or other disciplinary action.

**Additional Usage Guidelines (Lap Lane)**

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. Do not hang on the lane lines as they are not designed to support weight.
4. Backstroke flags will be available during the week only.
5. The District reserves the right to remove some lap lanes on weekends.

Additional Usage Guidelines (ADA Chair Lifts)
1. ADA chair lifts are for use by disabled Patrons and their Guests only. Users should consult with their physician to determine if water activities are appropriate.
2. Chair lifts are designed for self-use. The Amenity Management Team is not authorized to assist Patrons or their Guests with use beyond initial review of operating instructions.

LAGOON ROOM, ADMIRAL’S LOUNGE
AND RELATED GATHERING AREAS

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use. The Lagoon Room is only available through registration.

Usage Guidelines

1. Availability. All areas, except for the Lagoon Room, are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. Rental of Lagoon Room. The Lagoon Room is available for rental (see the section herein on rentals).
3. Age Restriction. No one under the age of sixteen (16) is allowed in these areas alone unless accompanied by an adult or has completed the teen tune-up program. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

WIRELESS INTERNET ACCESS

Usage Guidelines

1. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
2. Use of the District’s wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
b. Propagating malicious software.
c. Unauthorized copying of copyrighted material.
d. Attempting to access unauthorized files or systems.

3. Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age eighteen (18). Restriction of a child’s access to the Internet is the responsibility of the parent/legal guardian. Guardians are advised to read and share with children under eighteen (18) the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

**BASKETBALL COURTS**

Please note that the Basketball Court Facilities are unattended facilities and persons using the facility do so at their own risk. Persons interested in using the Basketball Court Facilities are encouraged to consult with a physician prior to use.

**Usage Guidelines**

1. *Hours:* The Basketball Court Facilities are available for use by Patrons during normal operating hours which are 7am – 9pm. These facilities may not be rented, and work on a “first-come, first-served” basis, unless otherwise programmed by the District.

2. *Emergencies:* The Emergency Procedures set forth in this Handbook should be followed when any emergency occurs. Furthermore, all injuries should be reported to the Amenity Staff at (813) 649-1500.

3. *Proper Attire:* Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.

4. *Pickle Ball Court Reservations:* Pickle Ball Court usage schedules will be posted at the courts and are subject to change.

5. *General Policies:*
   a. The Basketball Court Facilities are for the use of Patrons and their Guests and are for Basketball and Pickle Ball only. Pets, roller blades, bikes, skates, skateboards, scooters, and the use of sidewalk chalk are prohibited at the facility.
   b. Beverages are permitted at the Basketball Court Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts.
   c. Alcoholic beverages and food are not permitted on Basketball Courts.
   d. Anyone under the age of sixteen (16) is not allowed to use the Basketball Court Facilities unless they have been certified by Staff through the Teen Tune-Up Orientation Program. In that case anyone above the age of
twelve (12) may be permitted to use the Basketball Court Facilities. Otherwise, anyone under the age of sixteen (16) is not allowed to use the Basketball Court Facilities unless accompanied by an Adult Patron.

e. The Basketball Courts are available on a first-come, first-served basis. It is recommended that persons desiring to use the Basketball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball Court is limited to one (1) hour when others are waiting.

f. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

g. Persons using the Basketball Court Facilities must supply their own equipment.

h. Basketball backboard height must stay at ten feet, unless children 9 and younger are using the court with adult supervision, in which case the basketball backboard height may be adjusted. If the height is adjusted, it must be returned to ten feet upon exiting the Basketball Court Facilities.

i. Youth Backboard Height Recommendations:
   1. Eight (8) foot goals are recommended for Ages five (5) to six (6).
   2. Nine (9) foot goals are recommended for Ages seven (7) to nine (9).
   3. Ten (10) foot goals are recommended for all other ages.

Usage of the Basketball Court Facilities by Guests is strictly prohibited, unless the Guest either (i) is accompanied by a Patron; or (ii) is carrying a Resident Guest Pass.

**SAND VOLLEYBALL COURTS**

**Usage Guidelines**

1. **First Come Basis.** The court is available for use by Patrons and their Guests only on a first-come, first-served basis and cannot be reserved unless it is for an approved, monitored community program or event.

2. **Adult Supervision.** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use these athletic courts without adult supervision.

3. **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted.

4. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.

5. **Destructive Use of Equipment Prohibited.** Hanging on the volleyball nets and destructive use of the equipment is prohibited.
6. **Equipment.** Patrons are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first-come, first-served basis.

7. **Wait Times.** Teams should limit use to one (1) hour when another group of Patrons is waiting. Winning teams are limited to a maximum of three (3) consecutive games.

8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

**TENNIS COURTS**

Our community offers five (5) “hard-tru” championship tennis courts for informal use, lessons, and league play.

**Usage Guidelines**

1. **Reservations & Scheduling.**
   a. Tennis courts may be reserved on a two (2) hour basis at the reception desk in person, by phone, or through our online court reservation system up to fourteen (14) days in advance.
   b. Court reservations will be honored and enforced over unscheduled play with the exception of players who arrive more than twenty minutes late for their reservation.
   c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning or reservations.
   d. A schedule of activities will be posted in each area and updated by the staff.
   e. When other players are waiting, the tennis court use should be limited to one (1) hour.

2. **League Play.** Organized leagues must be approved through the Amenity Management Team. All teams should be comprised of Patrons and any persons paying the Tennis Annual User Fee.

3. **Access.** Patrons must have their Proximity Card to access the restrooms at the tennis pavilion. Patrons must obtain the program code to access the closet. The code is changed periodically, and available to you at the reception desk, upon presentation of a Proximity Card.

4. **Supervision of Children.** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult (eighteen (18) years and older). Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use these athletic courts without adult supervision.

5. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, clay court tennis specific shoes, shorts or warm-up suits. These items must be worn at all times.
6. **Use Rules.** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players at all times.

7. **Pets.** Dogs or other pets (with the exception of “Service Animal’s” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

8. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.

9. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.

10. **Operating Hours.** The tennis courts are open from 6:00 am to 10:00 pm only. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.

11. **Court Lights.** Court lights controls are located in the combination controlled closet on MiraBay Boulevard and are labeled according to court number. Please allow up to five (5) minutes for lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.

12. **Other Activities.** No bicycles, scooters, roller skates, roller blades or skateboards or other devices of similar use are permitted on the tennis courts. No other sports are permitted unless approved by the Amenity Management Team.

13. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.

14. **Equipment.** Patrons are responsible for bringing their own equipment.

15. **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.

16. **Guests.** Patrons are permitted to bring a Non-Resident guest up to five (5) times; provided, however, that once such Non-Resident guest accesses the tennis courts more than five (5) times in any one (1) month, the Amenity
Management Team has the authority to require such Non-Resident guest shall pay a fee based on current market rates, as determined by the Amenities Management Team.

Non-Resident Tennis Program

1. **Program.** The District oversees the Non-Resident Tennis Program, whereby the District, in exchange for the payment of fees, offers access to its tennis courts to Non-Residents, subject to the rules and policies of the District. As described herein and subject to the District’s rules and policies, the Non-Resident Tennis Program shall provide its participants with: access to the District’s tennis courts; opportunities to participate in free tennis socials, if any; and opportunities to participate in tennis clinics, if any, for the same rates paid by Residents. As set forth above, a member of the Non-Resident Tennis Program is referred to as “Non-Resident Tennis Patron.”

2. **Enrollment.** The District, in its discretion, currently offers enrollment in the Non-Resident Tennis Program to up to twenty (20) Non-Residents. The District reserves the right to offer enrollment to more than twenty (20) Non-Residents, however.

3. **Enrollment Packages.** The District shall offer to Non-Residents who are selected to enroll in the Non-Resident Tennis Program the opportunity to select either (i) a Six (6) Months Enrollment Package; or (ii) a Twelve (12) Month Enrollment Package. Non-Residents who purchase the Six (6) Month Enrollment Package shall be granted enrollment in the Non-Resident Tennis Program for a period of six (6) months, subject to the District’s rules and policies, beginning on the date of purchase and concluding six (6) months after such date. Non-Residents who purchase the Twelve (12) Month Enrollment Package shall be granted enrollment in the Non-Resident Tennis Program for a period of (12) months, subject to the District’s rules and policies, beginning on the date of purchase and concluding twelve (12) months after such date. A Non-Resident Tennis Patron’s enrollment package shall automatically renew at its conclusion if the Non-Resident Tennis Patron submits the enrollment payment for a renewed enrollment package to the District; provided, however, that District staff must receive such Payment at least fifteen (15) days in advance of the current enrollment package’s expiration date for the enrollment package to renew.

4. **Fees.** For those Non-Residents who are offered enrollment in the Non-Resident Tennis Program, there shall be an initiation fee of Zero Dollars and Zero Cents ($0.00). Non-Residents who wish to purchase the Six (6) Month Enrollment Package shall pay a fee of Three Hundred Seventy-Five Dollars and No Cents ($375.00), which may be adjusted up or down based on current market rates, as determined by the Amenities Manager, and Non-Residents who wish to purchase the Twelve (12) Month Enrollment Package shall pay a fee of Seven Hundred Dollars and No Cents ($700.00), which may be adjusted up or down based on current market rates.
($700.00), which may be adjusted up or down based on current market rates, as determined by the Amenities Manager. Any Non-Resident who is selected by the District for enrollment in the Non-Resident Tennis Program must pay all applicable fees prior to beginning enrollment in the Non-Resident Tennis Program, and a Non-Resident’s enrollment in the Non-Resident Tennis Program shall begin upon the District’s receipt of such Non-Resident’s payment of such fees. Failure of a Non-Resident to pay such applicable fees shall result in the District revoking that Non-Resident’s opportunity for enrollment in the Non-Resident Tennis Program.

5. **Tennis Orientation.** After paying all applicable fees, each Non-Resident Tennis Patron must complete one (1) tennis orientation session with the District’s tennis professional, at no cost to the Non-Resident Tennis Patron, in order to access and utilize the District’s tennis courts pursuant to the Non-Resident Tennis Program. A Non-Resident Tennis Patron may access and/or utilize the District’s tennis courts, consistent with the District’s rules and policies, following the completion of such orientation session and the tennis professional’s written acknowledgment that such Non-Resident Tennis Patron has completed the session. Any Non-Resident Tennis Patron who reapplies for enrollment and purchases an Enrollment Package after the expiration of his or her former Enrollment Package shall not be required to complete another tennis orientation session with the District’s tennis professional for purposes of the Non-Resident Tennis Program.

6. **Rules and Policies.** By participating in the Non-Resident Tennis Program, each Non-Resident Tennis Patron assumes responsibility for familiarizing himself or herself with the District rules and policies, as set forth herein and elsewhere, and abiding by such rules and policies.

7. **Access.** To access any one of the District’s tennis courts, Non-Resident Tennis Patrons must be issued a Non-Resident Proximity Card.

8. **Reservations.** Non-Resident Tennis Patrons may reserve a tennis court on a 1½ hour basis by phone up to two (2) days in advance of such reservation. Non-Resident Tennis Patrons are not permitted to reserve a tennis court in-person.

9. **Requisite Age.** Each Non-Resident Tennis Patron must be at least eighteen (18) years of age. The District shall not grant enrollment in the Non-Resident Tennis Program to any Non-Resident who is not at least eighteen (18) years of age.

10. **No Guests.** The Non-Resident Tennis Program’s benefits, as described herein, are specific to only Non-Resident Tennis Patrons and may be enjoyed by only Non-Resident Tennis Patrons. Accordingly, Non-Resident Tennis Patrons are prohibited from inviting any person who is not authorized to use the District’s tennis courts to such tennis courts for the purpose of having that person partake or participate in any of the Non-Resident Tennis Program’s benefits.
11. **Identification.** The District shall issue a Non-Resident Tennis Program card to each Non-Resident Tennis Patron, which shall identify that the card-carrying Non-Resident Tennis Patron is enrolled in the Non-Resident Tennis Program. Each Non-Resident Tennis Patron shall carry, or have immediate access to, his or her Non-Resident Tennis Program card when at the Amenities or other District facilities.

12. **Interpretation.** These rules and policies for the Non-Resident Tennis Program shall be interpreted as consistent with, and shall be read together with, all other rules and policies for the District’s tennis courts, as set forth herein. To the extent that there is any conflict between these rules and policies for the Non-Resident Tennis Program and other rules and/or policies for the District’s tennis courts, these rules and policies shall control. In the event that the rules and policies for the Non-Resident Tennis Program are silent on a particular subject, the District’s other rules and policies for its tennis courts shall govern.

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**PLAYGROUNDS AND PARKS**

**Usage Guidelines:**

1. **Use at Own Risk.** Patrons and their Guests may use the playgrounds and parks at their own risk, and must comply with all posted signage.

2. **Hours of Operation.** Unless otherwise posted, all playground and park hours are from sunrise to sunset.

3. **Supervision of Children.** Adult supervision (eighteen (18) years and older) is required for children under the age of sixteen (16). Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.

4. **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.

5. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.

6. **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and their Guests are responsible for clean-up of any food or drinks brought by them to the parks.

7. **Pets.** Dogs or other pets (with the exception of “Service Animal’s” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related
improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

8. **Glass Containers.** No glass containers are permitted.
9. **Equipment.** No hard balls such as baseballs, golf balls, etc. are permitted.
10. **No Jumping.** No jumping off from any climbing bar or platform.
11. **Playground Slides.** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes the sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.
12. **Use of Grills and Tiki Hut.**
   a. Use of Grills and Grill area are at your own risk.
   b. Never leave hot grill unattended.
   c. Do not place hot ashes or coals in trash receptacles.
   d. Bag cold ashes before disposal.
   e. Check the surrounding area for flammable debris.
   f. Supervise children in grill area at all times.
   g. Please clean grill and grill area after use.
   h. Please be courteous with your time if others are waiting to use the grills.

**THE OUTFITTERS**

**Usage Guidelines for Boat Lift / Boat Ramp**

1. **Use at Own Risk.** Use of the livery boats and other equipment is at your own risk.
2. **Toys / Vehicles.** No toys, skates, or skateboards allowed.
3. **Fishing.** Subject to any other applicable requirements of governmental and other authorities, and without making any representations regarding the same, fishing is permitted from floating docks (but not from the Boat Lift) maintained by the District, with adult supervision.
4. **Age Restrictions.** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult (eighteen (18) years and older).
Patrons are not permitted to “drop off” their children / grandchildren without specific supervision from an adult. Minimum age for boat livery is sixteen (16) years. Each boat must have at least one (1) occupant sixteen (16) years or older.

5. **Swimming.** Swimming is prohibited in all ponds, lagoons, or from shoreline of water bodies maintained by the District unless otherwise posted.

6. **Reckless Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited.

7. **Loading & Unloading.** Livery Boats must load or unload passengers in designated areas.

8. **Personal Flotation Devices.** All occupants of livery canoes, kayaks and sunfish must wear a Coast Guard approved Class I, II, or III Personal Flotation Device (“PFD”). All children less than fifty (50) pounds in weight must wear a PFD at all times when in a liveried boat.

9. **Maximum Number of People.** Exceeding the maximum number of people allowed in canoes, kayaks and sunfish is prohibited.

10. **Pets.** Pets are not permitted in livery boats unless participating in an approved program or event.

11. **Storms / Fishing.** Fishing docks are closed in the event of electrical storms and must be vacated immediately.

12. **Boating / Fishing Laws.** All state boating and fishing laws apply, and each Patron and Guest is responsible for being knowledgeable about those laws and shall comply with the same. Additionally, all Patrons and Guests must comply with restrictions posted at the individual marinas. Further, the District does not presently own the canals and, accordingly, additional restrictions on boating and/or fishing may apply in these areas.

**Additional Usage Guidelines (Boat Ramp Access)**

The Boat Ramp is NOT to be utilized as a “day ramp.” As per the permit requirements, the Boat Ramp is for the exclusive use of registered boats. It is to be used for emergency, maintenance and delivery purposes only.

1. **Hours.** Hours of Operation (unless otherwise posted) are from 9:00a.m. to 5:00p.m.

2. **Appointments.** When expecting to use the Boat Ramp, please make an appointment with the reception desk ahead of time.

3. **Keys.** Obtain a key from the reception desk and leave a Proximity Card.

4. **Procedure.** At the boat ramp, do the following in order to access the ramp:
   a. Open the chain
   b. Put in or take out craft
c. Secure craft to dock or on trailer and immediately return key. **DO NOT LEAVE WITH KEY.**

ADMIRAL POINTE CLUBHOUSE

**Usage Guidelines**

1. **Availability.** All areas are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Common Area.** The clubhouse’s common area is available for rental (see the section herein on rentals).
3. **Age Restriction.** No one under the age of sixteen (16) is allowed in these areas alone unless accompanied by an individual eighteen (18) years of age or older. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

**POND AREAS**

The following additional guidelines apply:

1. **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
2. **Age Restrictions.** Children under the age of sixteen (16) must be accompanied by an individual eighteen (18) years of age or older when fishing.
3. **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish, walk or ride bicycles to the ponds.
4. **Equipment.** Do not leave fishing poles, lines, equipment or bait unattended.
5. **Litter.** Do not leave any litter. Fishing line is hazardous to wildlife. 
6. **Wildlife.** Do not feed the wildlife anything, ever. 
7. **Catch & Release.** Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required, and removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival.
8. **Prohibition on Dangerous Equipment; No Cast Netting.** Spear fishing, or the use of spear guns, bows and arrows and firearms (to the extent of the prohibitions allowed by law), are not permitted as acceptable methods of fishing. Cast netting, and the use of traps, are also prohibited.
9. **No Swimming.** Swimming is prohibited in all ponds on District property.
10. **No Boating.** No watercrafts of any kind are allowed in any of the ponds on District property.
11. **Licensing Requirements.** Licensing requirements from other governmental agencies may apply, and it is the responsibility of Patrons and Guests to ensure that they have met all legal requirements to fish.

12. **Stormwater Management System.** The ponds owned by the District are part of the District’s stormwater management system. Consistent with the District’s existing “Natural Areas Policy,” maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District’s Manager in the event that you witness any event in violation of these policies or requiring the District’s attention.

**FACILITY RENTAL POLICIES**

The following policies apply to the rental of these Amenities:

1. **Rentals; Patrons Only.** Patrons must reserve the Lagoon Room, the Small Meeting Room, and the Admiral Pointe Clubhouse in order to use those areas on an exclusive basis, and must reserve the Playground(s) and Tot Lots / Promenade for any organized party or event and in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the Amenity Manager. Please contact the Amenity Management Team in order to determine availability of the Amenities for any particular reservation.

2. **Amenities Available for Rental:** The following Amenities are available for rental: Lagoon Room, the Small Meeting Room, and the Admiral Pointe Clubhouse, as well as Playground(s) and Tot Lots, and Promenade.

3. **Payment & Registration.** Patrons interested in a rental of facilities may pick up the applicable packet from the Amenity Manager. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to the District must be delivered to the Amenity Management Team along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District’s rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
   i. Remove all garbage, place in dumpster and replace garbage liners;
   ii. Take down all decorations or event displays; and
   iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.
The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. **Food & Drinks.** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at the event, the Patron must notify the Amenity Management Team in advance, and the Amenity Management Team may make arrangements to provide such beverages. Alcohol must be purchased from the MiraBay Clubhouse and all other alcohol is prohibited.

6. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.

7. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours, but no more than four (4) hours, and no after-hours events shall extend past midnight.

8. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.

9. **Capacity.** The clubhouse capacity limit shall not be exceeded at any time for a party or event.

10. **Noise.** The volume of live or recorded music must not violate applicable County noise ordinances, or unreasonably interfere with residents’ enjoyment of their homes.

11. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.

12. **Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Management Team no later than thirty (30) days prior to the scheduled event to receive one hundred percent (100%) of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event one hundred percent (100%) of the security deposit and zero percent (0%) of the rental fee will be returned.

**PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and their Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.
EMERGENCY PROCEDURES

In the event of an emergency, please dial 911, and call the clubhouse at (813) 649-1500 follow the prompts for emergency assistance, and the District Manager at (321) 263-0132 ext. 4205. The facilities are equipped with emergency phones, a first aid kits and an AED units in their designated location.

DISCIPLINARY RULE

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and their Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District’s Amenities Disciplinary Rule is included as Part 3 of this Amenities Rules Handbook.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized,
arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

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

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board by vote at a public meeting, or the District Manager, and/or Amenity Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

OTHER RULES AND POLICIES

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

[Remainder of page intentionally left blank]
In accordance with Chapters 190 and 120 of the Florida Statutes, and on December 14, 2017 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern rates for the District’s Amenities. All prior rules of the District governing this subject matter are hereby rescinded.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities owned and managed by the Harbor Bay Community Development District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenities Operating Rules.

2. **Annual User Fee.** Any Non-Resident that pays an Annual User Fee shall be entitled to all rights and obligations of residents with respect to the use of the Amenities. The Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets, plus a fifteen percent (15%) surcharge, which amount may be increased or decreased based upon the prevailing market rates. The fee is to be paid for a single year from the date of issuance, and is payable in advance in one lump sum payment.

3. **Rental Rates.** Any Patron wishing to rent the following portions of the Amenities must pay the appropriate fee and submit a security deposit in the amounts set forth below:

<table>
<thead>
<tr>
<th>Area / Service</th>
<th>Fee</th>
<th>Deposit</th>
</tr>
</thead>
</table>
| Lagoon Room          | • $50 to $200 / hour, as established at the discretion of the Amenity Management Team  
                      | • An additional $50 to $150 / hour fee will be charged for each hour used after the club’s normal operating hours. | $300 to $500  |
| Small Meeting Room   | • $100 to $250 per event, as established at the discretion of the Amenity Management Team | $100 to $200  |
| Admiral Pointe Clubhouse | • $25 to $200 / hour, as established at the discretion of the Amenity Management,  
                      | • An additional $25 to $200 / hour fee will be charged for each hour used after the club’s normal operation hours. | $250 to $450  |
### 4. Proximity Card & Registration Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee (as established at the discretion of the Amenity Management Team)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patron Proximity Card</td>
<td>No Charge (up to 2 cards per household)</td>
</tr>
<tr>
<td>Renters Fee (doesn’t apply to Non-Residents who directly paid their Annual User Fee and may be renters of property outside the District)</td>
<td>$10.00 to $25.00 per card</td>
</tr>
<tr>
<td>Replacement Proximity Card</td>
<td>$10.00 to $25.00 per card</td>
</tr>
<tr>
<td>Caregiver Registration Fee</td>
<td>$10.00 to $20.00 per card</td>
</tr>
<tr>
<td>Insufficient Funds Fee</td>
<td>$25.00 to $50.00 per card</td>
</tr>
</tbody>
</table>

### 5. Vehicle Credentials

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee (as established at the discretion of the Amenity Management Team)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patron Vehicle Barcode and/or Wand</td>
<td>No charge for the first two (2) vehicle credentials; provided, however, that any additional vehicle credential shall be issued at a fee of $15.00 to $30.00 each.</td>
</tr>
<tr>
<td>Renters Fee Vehicle Barcode and/or Wand</td>
<td>$15.00 to $30.00 each.</td>
</tr>
<tr>
<td>Replacement Credentials Vehicle Barcode and/or Wand</td>
<td>For any vehicle credential that is replaced for any purpose other than a malfunction not caused by the Patron or other user, as determined by the Amenity Management Team, there shall be a fee of $15.00 to $30.00 each; provided however that there shall be no fee for replacement of a vehicle credential malfunctioning through</td>
</tr>
</tbody>
</table>
6. **Resident Programs, Activities, Services and Goods Fees.** A wide variety of programs, activities, services and goods are offered by the District. The fees for these will be based on market rates as determined by the Amenities Manager.

7. **Non-Resident Programs, Activities, Services and Goods Fees.** As set forth in more detail in the District’s Amenities Rules, and as a general rule, only Patrons and Guests are authorized to use the District’s Amenities and enroll in community programming. That said, where authorized by the District, Non-Residents may attend certain events or programs and purchase goods and services of the District. Non-Residents participating in a program will pay the price of the program plus an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates; provided, however, that they will not be required to pay the Annual User Fee. Non-Residents will pay for events, goods and services at the same prices as Patrons.

8. **Special Provisions for Rental Events.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service plus up to an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates. Unless identified herein, no other amenities or facilities of the District may be rented.

9. **Rental by Approved Recreational Clubs and Homeowner’s Associations.** The District’s Board has determined that the purpose of the Amenities is to provide a facility for recreational activities and, in furtherance of that stated purpose, desires to offer free rental of the Lagoon Room and Small Meeting Room to recreational clubs comprised of Patrons and approved by the District. Such approved clubs may be allowed to reserve the Lagoon Room and Small Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to twelve (12) months in advance. Similarly, homeowner’s associations serving the community within the District may be allowed to reserve the Lagoon Room and Small Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to 12 months in advance. Table set up and break down are the Patron clubs responsibility. Food, beverage, Bartender or additional staff services will result in an additional charge of $10-$35 per hour as determined by the Amenity Management Team.

10. **Non-Resident Tennis Program Fees and Rates.** The amount of the fees and rates for the Non-Resident Tennis Program shall be based on market rates for comparable tennis programs. Accordingly, the District reserves the right to amend the fees and rates for the Non-Resident Tennis Program from time to time to ensure that such
fees and rates are consistent with market rates, provided that any amendment shall be made in accordance with all applicable laws, rules, regulations, and the District’s rules and policies. The following fees and rates shall apply to the Non-Resident Tennis Program:

<table>
<thead>
<tr>
<th>Type of Fee/Rate</th>
<th>Amount (as established at the discretion of the Amenity Management Team)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiation Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>Six Months Enrollment Package</td>
<td>$375.00 to $500.00</td>
</tr>
<tr>
<td>Twelve Months Enrollment Package</td>
<td>$700.00 to $825.00</td>
</tr>
</tbody>
</table>

11. **Adjustment of Rates.** The Amenities Management Team has authority to establish fees within the ranges set forth herein. Further, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than ten percent (10%) per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts.

12. **Prior Rules.** Any prior rules setting amenities rates are hereby rescinded to the extent such rules are in conflict with the rules set forth herein.

13. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.
PART 3: Harbor Bay Community Development District

Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2016)

Effective Date: ______________

In accordance with Chapters 190 and 120 of the Florida Statutes, and on [_______, 2020] at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

1. **Introduction.** This Rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenities Operating Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. **Offenses.** The District, through its Board, District Manager, and Amenities Management Team, shall have the right to take Enforcement Action, as defined below, against any person when such person commits any of the following prohibited actions ("Offenses" and, individually, "Offense"): 

   a. Submits false information on any application for use of the Amenities;
   b. Permits the unauthorized use of a Proximity Card;
   c. Exhibits unsatisfactory behavior, deportment or appearance;
   d. Fails to pay amounts owed to the District in a proper and timely manner;
   e. Fails to abide by any District rules or policies (e.g., Amenity Rules Handbook);
   f. Treats the District’s supervisors, staff, amenities management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
   g. Damages or destroys District property; or
   h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or Guests.
4. **Enforcement Action.**
   a. The District, through its Board, District Manager, and Amenity Management Team may take certain action to limit a person’s ability to use the Amenity when such person has committed an Offense ("Enforcement Action"). The District, through its Board, District Manager, and Amenity Management Team, may take the following Enforcement Actions against any person who commits an Offense:
      i. Upon the first Offense: issue a verbal warning to such offender. The warning shall be recorded by the District Manager or Amenity Management Team, signed by the individual offender, and held on file with the District.
      ii. Upon the second Offense: issue a written warning to such offender. The warning shall be recorded by the District Manager or Amenity Management Team, signed by the individual offender, and filed with the District.
      iii. Upon the third Offense: restrict such offender’s access to and use of the Amenity for one (1) day. The District Manager or Amenity Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
      iv. Upon the fourth Offense: suspend such offender’s access to and use of the Amenity for one (1) week. The District Manager or Amenity Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
      v. Upon the fifth Offense: suspend such offender’s access to and use of the Amenity for one (1) month. The District Manager or Amenity Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such suspension shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the suspension of the offender’s Amenity privileges for one (1) month. The suspension will be effective and begin upon the Board’s issuance of a suspension recommendation at such meeting.
      vi. Upon the sixth Offense: terminate such offender’s Amenity privileges for up to one (1) year. The District Manager or Amenity Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such termination shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the termination of the offender’s privileges for up to one (1) year. The termination
will be effective and begin upon the Board’s issuance of a termination recommendation at such meeting.

b. The District is not required to follow the process set forth in this section and the District, through its Board, District Manager, and Amenities Management Team, may in its discretion elect to select an Enforcement Action that it considers appropriate based on the nature of the Offense.

c. Notwithstanding the foregoing, any refusal of an offender to sign a warning or written report shall not invalidate or otherwise undermine the accompanying Enforcement Action.

5. **Authority of Amenities Management Team.** Notwithstanding anything herein, the Amenities Management Team or his or her designee has the ability to remove any person from one or all Amenities if such person commits an Offense. The Amenities Management Team or his or her designee may at any time restrict or suspend for cause, with such cause including without limitation when a person commits an Offense, such person’s privileges to use any or all of the Amenities until the next scheduled CDD Meeting.

6. **Authority of District Manager.** Notwithstanding anything herein, the District Manager may at any time restrict, suspend, or terminate for cause, with such cause including without limitation when a person commits an Offense, such person’s privileges to use any or all of the Amenities until the next scheduled CDD Meeting.

7. **Enforcement of Penalties/Fines.** For any of the Offenses set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to One Thousand Dollars and No Cents ($1,000.00) and collect such fine and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

8. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the Offenses in Section 3 above, such person may additionally be subject to arrest for trespassing or other legal action, as applicable, whether civil or criminal in nature.

9. **Appeals.** Any Patron or Guest who has his or her Amenities privileges restricted for at least one (1) week, suspended for at least one (1) week, or terminated in accordance with this Rule may appeal such restriction, suspension, or termination to the Board of Supervisors for reversal or reduction at the next regular meeting of the Board of Supervisors. The Board’s decision on appeal shall be final.

10. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.
MINUTES OF MEETING

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

HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Harbor Bay Community Development District was held on Thursday, May 21, 2020 at 6:00 p.m. at 107 Manns Harbor Drive, Apollo Beach, Florida 33572 for members of the Board and District Management Team, and via Zoom conference call for all other attendees.

Present and constituting a quorum were:

Dan Leventry Board Supervisor, Chairman
Steve Lockom Board Supervisor, Vice Chairman
Paul Curley Board Supervisor, Assistant Secretary
Ryan Wick Board Supervisor, Assistant Secretary
Michael Maurer Board Supervisor, Assistant Secretary

Also present were:

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

Audience

FIRST ORDER OF BUSINESS – Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS – Pledge of Allegiance

This item was omitted.

THIRD ORDER OF BUSINESS – Audience Comments on Agenda Items

An audience member thanked Mr. Maurer for his work related to the preserve fence.

An audience member thanked Vesta staff for their communications and efforts in reopening community amenities.

An audience member stated that she had personally gone to check the roundabouts throughout the community and was unable to find any damage on the pavers. The resident requested that money that was planned for roundabout pavers repair be put towards other projects throughout the community.
An audience member expressed thanks for the work being done on the preserve fence to protect the community.

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

There being none, the next item followed.

**FIFTH ORDER OF BUSINESS – Business Items**

A. Seawall Update – Earth Tech

- **Exhibit 2: Master Seawall Project Progress Map and Production Tracking**

  Mr. Eckert gave an overview of progress on the master seawall, informing the Board that Mr. Collazo was working with the office to resolve dock posts that had been installed at an inadequate depth, but that there were no other outstanding issues with the contractor thus far.

  Mr. Curley noted previous statements regarding projected weekly progress in linear feet, specifically indicating a projected value of 400 linear feet of progress a week, and asked how current work stood in relation to these projections. Mr. Eckert stated that he would defer to Cardno. Mr. Gamache stated that this value was averaged out and anticipated fluctuations in weekly progress. Mr. Gamache advised that a single crew was unlikely to reach 400 feet weekly, but that progress would accelerate with the addition of a second crew, with faster progress stated to be likely in areas such as Section III which did not yet have any houses built.

  Mr. Leventry asked about quarterly reviews as to the timeline, in order to determine average rates of progress to the seawall project in linear feet. Mr. Gamache indicated that progress rates were displayed in the production tracking document within the exhibit, with the scheduled rate of progress provided as a dashed line. Mr. Gamache stated that work on the project was on track.

  Mr. Curley asked about the prioritization map, with developments for 30 day and 120 day time frames, and Ms. Thibault stated that staff had been working with Cardno to provide a prioritization map for the website.

  Mr. Gamache stated that the map indicated what Earth Tech had done, as well as providing a color-coded direction of where they would be moving with the project. Mr. Gamache stated that a second crew was mobilizing and would be brought on to begin work in Section II for the Pinckney area shortly.

  Mr. Eckert stated that he felt emergency repairs were complete, deferring to Cardno for further input.

  Mr. Gamache stated that emergency repairs, punch item lists, and final walkthroughs were complete, and that he believed that the final invoice to close the contract had been received.

- **Exhibit 3: Section III Seawall Failure**

  Mr. Gamache stated that he believed the failure occurred at some point in 2011, and had been left there, as no risk to upland property damage existed and no cost savings for an early repair was indicated. Mr. Gamache stated that the cause of failure was likely structural, originating from tiebacks disconnecting from a deadman. Mr. Gamache noted that no upland activity likely caused the structural failure, speculating that the failure may have originated from a defective cast when originally making the deadman.
Mr. Lockom noted an email that had been received, agreeing that the failure had nothing
to do with potential wrongdoing from Park Square. Mr. Eckert advised for Supervisors to
contact District Counsel with questions regarding the history of the seawall failure and
how it was being taken into account, adding that this item had not been requested by him
for the agenda.

Exhibit 4: Canal Light Repairs

Mr. Gamache stated that the lights in question were at the restrictor walls, at the top of
the timber piles. Mr. Gamache stated that he was unsure as to who owned the piles, and
likely thereby the lights on top of the piles. Mr. Gamache asked Mr. Eckert whether the
piles were part of the canal system, owned by Park Square, or associated with the seawall
and therefore under the District’s jurisdiction. Mr. Eckert opined that the District was
responsible for replacing the pylons as well as the lights, noting that he had given this
opinion previously when first learning of the deterioration. Mr. Eckert stated that District
maintenance of pylons, lighting, and navigation markers in the canals was less about the
ownership and more about the agreements that the District had entered into when taking
over waterway responsibilities from the HOA.

Mr. Leventry asked whether the lights would be repaired by Earth Tech as part of the
seawall repair. Mr. Gamache stated that he did not believe that the purchase of new lights
was included as part of Earth Tech’s contract. Mr. Leventry asked Mr. Eckert about the
contract, recalling previous discussions indicating that the lights would be repaired as
part of the seawall. Mr. Eckert stated that this was not in the current seawall contract, but
reiterated previous recommendations to acquire a proposal from the company in the
waterways for this work to present for approval from the Board. Mr. Eckert stated that
Counsel would be willing to reach out to Earth Tech to acquire a proposal, if asked. Mr.
Leventry opined that he would be more comfortable with Cardno, DPFG, or Vesta
reaching out to Earth Tech. Mr. Ivester noted that he had previously reached out and
indicated that the cost for the necessary replacement for the lighting would be under
$3,000, and would be mounted in a more maintainable fashion than the current pylon
system.

Exhibit 5: Weekly Seawall Update

Mr. Curley and Mr. Leventry stated that verbal and/or email correspondence would be
acceptable. The Board ultimately requested that Mr. Gamache continue distributing
weekly seawall updates.

B. Exhibit 6: Landscape Professionals

Mr. Ivester presented the landscaping report for the month.

Mr. Curley stated that he was looking forward to the landscape communication to the residents.
Mr. Curley asked what the one-time evaluation ultimately accomplished, indicating overall costs
of around $12,000.00 related to the evaluation. Mr. Curley additionally asked whether the repairs
to the system were standard for the system or indicative of a need to perform a major update. Mr.
Ivester stated that he did not believe this indicated a major update, stating that the repairs were
due to aging controller components. Mr. Leventry stated that he believed the original purpose of
the $12,000.00 expenditure had previously been briefed to be for bringing the system up to the
standard of the company rather than repairing heads and components. Mr. Ivester noted that he
was not yet present during the original bid process and could not speak to this. Mr. Leventry
asked whether the purchases and warranties were being tracked, which Mr. Ivester stated was
being done.
Mr. Lockom stated that his understanding of the $12,000.00 expenditure was that it was intended to ensure that plants continue to get watered. Mr. Lockom indicated expenses on budgets for previous fiscal years related to irrigation.

C. Exhibit 7: Upland Claims

- Charter – 543 Islebay Drive - $41,265.00

Mr. Davis stated that this was the claim which had been authorized for destructive testing. Mr. Davis informed the Board that the independent engineer had gone to the claim with a contractor, who felt that destructive testing was not necessary and opted for a not-to-exceed estimate. Mr. Davis noted that the independent third party engineer had recommended the overall repair cost at $41,265.00, largely attributed to the cracking and settling of the pool deck.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved the settlement agreement claim for the Charter property at 543 Islebay Drive, in the amount of $41,265.00, for the Harbor Bay Community Development District.

Following the motion, Mr. Davis informed the Board that this was the last open claim, noting a number of claims where residents failed to provide follow-up documentation following several reminders from the District Management company and notices that the claims process would close out for any documents not received by September 31. Mr. Davis recommended that the District shut down the upland claims program, opining that there was no need to receive or administer any claims, or perform any further new work beyond other pending and ongoing litigation.

Mr. Leventry asked what needed to be done as a Board in order to shut down the claims process. Mr. Davis advised that the claims process was a voluntary program and did not see the need for any specific formal action, but recommended that the uplands repair protocol link be removed from the District website in order to avoid confusion. Mr. Eckert recommended that the upland claims additionally be removed from the meeting agenda unless there were relevant matters for the Board to discuss. Mr. Leventry directed District Management to remove the upland claims protocol from the website within the next 24 hours, and to remove the upland claims from the agenda.

D. Major Project Updates

- Exhibit 8: Cardno Project Tracker

  Mr. Curley requested for the tracker to include a target start date and completion date for each project. Mr. Curley additionally stated that he felt a number of projects were missing. Mr. Gamache stated that he would coordinate with Mr. Woodcock for incorporating anticipated start and stop dates for the projects listed on the tracker. Mr. Leventry recommended that Supervisors contact Cardno prior to meetings if they felt items were missing from the project tracker. Mr. Curley stated that he would send a list of projects he felt were missing.

  Discussion of Capital Project Spending

  Mr. Leventry recommended that the Board discuss the District budget prior to discussion of capital project spending.

- Exhibit 9A: Discussion of Capital Project Spending – Curley Memo
Mr. Curley gave an overview of the provided memo. Mr. Curley stated that his priority with capital projects was to address safety concerns primarily; working
to fix problems identified as inconsistent with applicable government regulations.
Mr. Curley additionally recommended that the Board discuss their vision
statement more, and apply prioritization of capital project spending based on
which projects were most consistent with the community’s established vision
statement, as well as what projects would generate the greatest resident
enjoyment. Mr. Curley stated that he did not feel that the cul de sac pavers or the
planters for pool palm trees met those criteria, though noted that they had been
approved, and stated that he believed that the construction of the pickleball courts
would. Mr. Curley stated that he felt that smaller projects were preventing larger
and more important projects from being accomplished.

- Exhibit 9B: Discussion of Harbor Bay CDD South Border Safety and Security – Maurer Memo

Mr. Maurer gave an overview of the provided memo. Mr. Lockom asked what
the District’s responsibilities were and how they could work details out among
the listed options. Mr. Maurer asked about costs, and Mr. Gamache requested
clarification as to whether the Board wished for District Engineering to put
together a memo of alternatives, and whether their requests for costs were for the
alternatives or the assembly of the memo itself.

Mr. Leventry asked District Counsel what the District’s responsibilities and
obligations were. Mr. Eckert stated that he felt that the District was not legally
obligated to install a fence, but that the idea was up to the Board’s discretion. Mr.
Eckert advised that a fence could be installed on either District property if
permits allow, or on the adjacent property belonging to the County through a
local agreement and a contribution made by the District to the County.
Discussion ensued as to the effectiveness of fencing in solving the wild hog
issue.

Mr. Curley stressed the importance of the Board establishing prioritization of
capital projects for the District, and stated concerns about fencing meeting
standards consistent with regulations.

Mr. Lockom opined that the border should be considered for inclusion in the
budget, additionally recommending gathering more information in order to better
understand the costs involved.

- Exhibit 10: Presentation of Discussion – Capital Projects

Mr. Lockom opined that the cul de sac pavers appeared unsatisfactory, and noted
that there were issues with the pool planters where fertilizer was washing off into
the pavement and the pool.

Mr. Leventry recalled that Mr. Wick had previously requested for staff to prepare
a recommendation for capital project prioritization, and agreed that this was
needed. Mr. Leventry additionally noted that he was unwilling to vote for any
capital improvement projects if they resulted in additional taxes being levied
upon residents. Mr. Leventry expressed agreement with the priority being to
maintain consistency with safety regulations, as well as to maintain what the
District already had in place. Mr. Leventry noted that the pickleball courts would
be his priority for capital projects for the residents, and stated that affordability
was a greater concern for the other suggested capital projects. Mr. Curley
questioned the approval of the pavers and the pool planters, and Mr. Leventry clarified that these projects were to maintain what the District had. Mr. Maurer asked for elaboration about the increased assessments. Mr. Leventry stated that anything government mandated, any safety issues, and any refurbishments needed in order to align with the vision statement would result in him being in favor of these, but not separately adding something new. Mr. Leventry reiterated that he was against increasing assessments for residents by 16.7%, noting that it would be particularly difficult news for residents to receive during the economic downturn and reduced activity due to COVID-19.

Mr. Wick stated that he agreed with Mr. Leventry’s reasoning for the need for maintenance being the reason to move forward with the pavers and the pool planters capital projects. Mr. Wick added that, with the given budget, new amenities appeared unlikely without the addition of increased assessments. Mr. Leventry emphasized that he was unwilling to levy further taxes for the sole purpose of new amenities, further clarifying that he felt that the proposed budget was inflated and could be modified. Mr. Wick recommended that the Board institute a hard plan in order to reduce legal and engineering fees incurred by the Board.

Ms. Thibault indicated a number of actions that the Board could take with regards to the budget, noting actions related to the Cardno project tracker and weekly updates. Ms. Thibault also gave an overview of recommendations for prioritization of projects that had been received from the operations manager and taken into account, such as storm drain cleanup, beach volleyball court, outdoor exercise at Landings Park, and pool planters replacement. Mr. Ivester stated that there was existing storage that could be used in lieu of the previously discussed storage shed project, which he said he felt was an inappropriate expenditure within the budget.

Mr. Lockom indicated that there were three months for the Board to take a look at expenditures on monthly bills before the Board needed to finalize the budget. Mr. Curley stated that he was unaware that the Board had authorized addendums for Park Square and Vesta, which Mr. Leventry concurred with. Mr. Leventry requested input from staff as to how costs can be reduced.

➢ Presentation of Proposed FY 2021 Budget

- Exhibit 11A: Presentation of General Fund Operating Budget
  Ms. Thibault gave an overview of the operating budget, broken down by percentages.

- Exhibit 11B: Presentation of Harbor Bay CDD FY 2020-2021 Budget
  Mr. Leventry expressed discomfort regarding fees for district counsel and engineering, recommending reductions for each. Mr. Leventry stated concerns with increasing assessments. Mr. Lockom recommended keeping the numbers where they currently stood until the Board was able to determine the extent of reductions possible. Mr. Curley advised that engineering fees would likely be tied to the capital projects the District opted for, as well as their relative complexities, additionally opining that District counsel fees could be reduced somewhat, though noting that this would likely require a change in patterns. Mr. Leventry recommended that the Board be disciplined, primarily with regards to incurring legal fees. Mr. Lockom agreed, noting a number of other costs which
could not be reduced. Mr. Leventry advised that staff represented the community at large and not just the Board.

A Supervisor asked where the figures for the budget were sourced from, and Ms. Thibault stated that they were based on the expenditures in the amended budget for Fiscal Year 2020. Mr. Leventry noted that expenditures for the current fiscal year may vary due to COVID-19 affecting District operations. Mr. Leventry asserted that the budget being presented was a high water mark budget to be discussed further in the future, but continued to request reductions overall. Ms. Thibault noted that letters would need to be sent out to residents if assessments were to increase as planned in the proposed FY 2021 budget.

- Exhibit 12: Consideration & Adoption of Resolution 2020-11, Proposed FY 2021 Budget

Mr. Eckert recommended that the Board adopt the resolution, allowing for the Board to revisit the amount of the budget at the June meeting, though noted that the scheduled date for the June meeting was after the June 15 deadline. Mr. Leventry noted that the reserve study would be performed prior to the June meeting. Mr. Lockom asked whether the Board was presently being asked to approve the total dollar amount given, and whether values could be adjusted after approval. Ms. Thibault stated that both were accurate.

Mr. Lockom noted that $400,000.00 had been allotted for capital projects, and that an additional $200,000.00 had been allotted for miscellaneous expenses. Mr. Lockom suggested that the $200,000.00 could be rolled over to the $400,000.00, thereby allowing for a $600,000.00 window to be able to fund various capital projects and improvements as needed.

The Board directed District Management to highlight any changes on line items in the budget that were greater than $10,000 and/or 50% from the previous year’s amount. Mr. Leventry asked the Board to email Ms. Thibault with any comments and recommendations on the high water mark budget presented.

On a motion by Mr. Leventry, seconded by Mr. Curley, with all in favor, the Board adopted Resolution 2020-11, setting public hearing for the proposed 2021 fiscal year budget for August 20 at 6 p.m., for the Harbor Bay Community Development District.

- Exhibit 13: Consideration of Project Manual related to MiraBay Pavement Rehabilitation Project

Mr. Wick asked Cardno whether the scope of work should be widened. Mr. Wick noted that the areas being worked on were tight corners by parking lots, resulting in more expensive hand labor, and asked if the straightaways that could be handled with equipment would result in a meaningful increase in the cost. Mr. Wick also noted that the project was tied to prices of fuel, and that with low oil prices, this would be an ideal time for broadening the scope due to reduced costs involved with work. Mr. Wick indicated that the project would be broken up into four sections with four types of mobilization, and advised caution for the language used for pricing.

Mr. Gamache agreed with the assessment that the oil prices would result in reduced spending for the project. Mr. Gamache advised that expanding the scope of the project at this time may result in delays, and was unable to provide specific cost savings numbers as there was no good handle on what the historical average costs would be. Mr. Gamache stated that opting for an expanded approach would be up to a Board decision. Mr. Gamache requested elaboration as to the statements made regarding project sections, and
Mr. Wick clarified that the question was whether each section would be priced individually or if the project would be priced as a whole. Mr. Gamache stated that he didn’t think that they would be getting individual prices.

Mr. Curley asked District Engineering to comment on the tradeoffs associated with delaying the traffic until home construction was complete, versus having heavy trucks going over new pavement. Mr. Gamache stated that running trucks shouldn’t cause any noticeable increase in deterioration than otherwise normal traffic and time would. Mr. Curley requested a written summary of all proposals prior to Board meetings. Mr. Curley asked Mr. Gamache for clarification regarding the logic behind the 15 points of geographic proximity provided. Mr. Gamache stated that he would have to confer with Mr. Woodcock for the specific rationale, and Mr. Eckert noted that this was a fairly typical provision, and that the Board could adjust the points around how they wished. Mr. Eckert stated that deference to the staff was typical in these matters.

Mr. Maurer asked Mr. Gamache what direction he had from the Board at the start of the project, in response to which Mr. Gamache deferred to Mr. Woodcock. Mr. Maurer asked whether the project was a maintenance or replacement issue, and Mr. Gamache stated that the project was a maintenance issue in addressing deficiencies in cracked pavement. Mr. Maurer asked what the length of the warranty was. Mr. Eckert stated that he would look into this, and that otherwise the warranty would be negotiated with the winning proposer. Mr. Gamache stated that this project included additional base work to increase the capacity of pavement and reduce susceptibility to cracking, which he did not believe was done as part of the original project.

Mr. Lockom requested that the Board let the staff do their job, opining that discussions had gone on too long for matters that staff had been hired to handle. Mr. Leventry agreed with this statement, noting that discussions had been ongoing since February, and that the exhibit cover indicated that no action was required of the Board for this item. Ms. Thibault advised that a motion was needed from a legal perspective.

Mr. Leventry asked for clarification as to what the Board was questioning on this agenda item. Mr. Wick stated that his main question was whether or not the Board would be willing to accept delays associated with potentially broadening the scope of the project. Mr. Lockom recommended that the project scope proceed as already planned, with any extension happening following completion of the reserve study and work performed by the contractor.

Mr. Curley noted that a broadened scope ran the risk of higher costs for repairs, and asked whether repairs should be conducted based on a ranking of areas of most damage. Mr. Wick clarified that he was not suggesting to switch the order of work for the project, but was asking whether it was an option to broaden the scope. Mr. Gamache noted that while prices were expected to be lower, there was no way of determining a specific number as to the extent of savings until bids were received, and indicated that he would be hesitant to change the current path without knowing the extent. Mr. Gamache noted that the Board could add an additional RFP and/or an amendment following the RFP process for the project depending on the prices of the bids.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with Mr. Leventry, Mr. Lockom, Mr. Wick, and Mr. Curley voting “AYE”, and Mr. Maurer voting “NAY”, the Board approved the project manual related to the MiraBay Pavement Rehabilitation Project, for the Harbor Bay Community Development District.
Exhibit 14: Dock Permit Review Memo

No discussion was held on this item.

E. Exhibit 15: Discussion of Acquisition Agreement Memo

Mr. Curley gave an overview of the memo, stating that he did not believe that this should move forward as an addendum, and opining that the current agreement provided sufficient protection as outlined in his background notes. Mr. Curley stated that he felt that the District had previously had negative experiences with regards to conveyances, listing off a number of substandard conveyances, but that the current and prior Boards had been effective with getting conveyances done in a timely manner. Mr. Curley questioned why counsel time and money was being spent.

Mr. Eckert noted that he had not done the requested research as he felt that it was not productive in moving forward. Mr. Eckert noted that he would be open to performing the work if the Board directed him to do so.

F. Exhibit 16: Update and/or Consideration regarding Second Addendum to Acquisition Agreement – Park Square

Mr. Lockom stated that Park Square was concerned with conveyances and not the pickleball courts that the District wanted, that this agreement was something that Park Square wanted as part of negotiations, and that Park Square was concerned that the Board’s actions could hold up the process. Mr. Eckert elaborated, stating that the District had been in negotiation with Park Square over a number of issues with a need for mutual cooperation to be established. Mr. Eckert stated that locking in the conveyance standards with providing predictable advanced processes for Park Square as a tradeoff was where the second addendum came from. Mr. Eckert stated that all he was looking for from the Board was whether they were looking to work with Park Square to get conveyance standards recognized, in exchange for the more predictable process for Park Square, or if the Board felt this was a bad business judgment.

Mr. Curley asked what the incremental benefit of the new agreement was. Mr. Eckert advised that the original acquisition agreement was a standard acquisition agreement, and that in 2016 and 2017, the Board had unilaterally developed conveyance standards that had subsequently failed to be recognized as valid under the acquisition agreement by developer Newland Communities. Mr. Eckert advised that the benefit to the District would be that these conveyance standards adopted by the Board would be recognized as valid by Park Square, which he opined was a significant benefit. Mr. Curley noted that a downside would be a tight timeline. Discussion ensued.

Mr. Eckert recommended that the Board avoid leaving conveyance issues until all lots have been sold, indicating risks involved. Mr. Eckert reiterated that he was asking for a gut check from the Board whether work with Park Square should continue or if the plans should be abandoned. Mr. Leventry, Mr. Lockom, Mr. Wick, and Mr. Maurer directed District counsel to continue to work with Park Square, with Mr. Curley speaking against moving forward.

G. Consideration of Vesta Contract Addendum

Exhibit 17A: Vesta Contract Addendum – May 2020 – Curley Memo

Exhibit 17B: Vesta Cost Analysis and Thoughts – Lockom Memo

Mr. Curley noted some differences between costs for each vendor in the memo, and indicated a number of inefficiencies. Mr. Curley noted that his memo indicated maintenance as a major driver of a cost difference. Mr. Curley also indicated that the main reasoning behind Vesta’s surprise regarding the pool slide monitors was not that the monitors were needed in general, but that the monitors were not accounted for in the budget, something which Mr. Curley noted that other applicable communities throughout
Florida had. Mr. Curley stated that the contract was a fixed-fee contract, and not a contract to be charged by an hourly rate.

Mr. Lockom indicated that Mr. Eckert and Mr. Deary had both stated that this was not a fixed-fee contract, and that the addendum was intended for an hourly rate for slide monitors. Mr. Eckert questioned the purpose of the points being disputed, noting that he felt the conversation’s purpose was supposed to be if the Board wanted to have the business relationship with Vesta that was in the addendum moving forward. Mr. Eckert additionally opined that it did not make sense for the District to not have an hourly contract in place for pool attendants, given that it would end up paying the attendants throughout the pool closures during the COVID-19 outbreak and potential future closures for hurricanes. Mr. Curley made note of what he felt was a mixture between fixed fee and hourly fee formats, and stated that he wished to make sure that the other Supervisors were aware.

Mr. Deary noted that his perspective was shaped by many past years in the approach suggested by Mr. Eckert in the contract addendum. Mr. Deary addressed differences in percentages of overhead that had been presented by Mr. Curley in comparison between Vesta and WTS, noting that Vesta’s figure provided for the management fee for the company.

- Exhibit 17C: Vesta Contract Addendum
- Exhibit 17D: Vesta Contract

On a motion by Mr. Lockom, seconded by Mr. Leventry, with Mr. Lockom, Mr. Leventry, Mr. Maurer, and Mr. Wick voting “AYE”, and Mr. Curley voting “NAY”, the Board approved the Vesta contract addendum as written for the Harbor Bay Community Development District.

H. Exhibit 18: Discussion of Wolf Branch Creek Preserve – Prescribed Burn Update

Ms. Thibault stated that she had received information from the County office regarding a prescribed burn. Ms. Thibault had requested a two-week notice from the County, which they responded was not possible. Mr. Thibault expressed concerns about where the animals in the preserve would go when the prescribed burn was to occur, noting that they may potentially escape into the community.

Mr. Leventry noted that the County had not been forthcoming with information as to when the prescribed burn would be performed, indicating that a 30-day window had been established but that the actual implementation of the burn was dependent on weather conditions with a 24 to 36-hour notice to the Board. Mr. Leventry stated that temporary fencing could be authorized within the purview of District management, suggesting fencing in the amount of $5,000.00, though cautioning that it was possible that the fence might not be installed in time for the burn given that the burn date was unknown. Mr. Maurer clarified that the prescribed burns were an annual occurrence that would be taking place this year in a subset of the preserve property as indicated on a map. Ms. Thibault asked the Board about sending out communication, which Mr. Leventry directed management to do.

I. Exhibit 19: Presentation of Number of Registered Voters

Mr. Leventry stated that 1,955 voters were registered within the community, as of April 15, 2020.
J. Exhibit 20: Discussion of Invoice Review Process

Mr. Curley indicated that $6,000.00 was being returned to the District. Mr. Leventry requested clarification as to how much of this number could be attributed to research by District management. Ms. Thibault stated that $102.52 was returning pursuant to credit memos, with an additional $1,300.00 related to items for the website. Mr. Leventry noted that the research was conducted free of charge and asked what the cost of this research would have been in terms of time, and estimated a $500.00 cost for six hours’ worth of research conducted. Mr. Leventry stressed the importance of invoices. Discussion ensued, with Mr. Lockom indicating only bringing up items if it indicated a systematic issue.

K. Discussion of COVID-19 Reopening Plan

Mr. Leventry thanked Vesta for the extensive plan for reopening and district staff for communications.

> Exhibit 21A: Discussion of COVID-19 Reopening Plan – Curley Memo

Mr. Curley requested that the community revert to normal operating hours for all amenities. Mr. Leventry stated that this was not possible as the District must continue to adhere to guidelines set by the CDC, and requested input from Vesta. Ms. Alfano discussed a number of potential hours set for the pickleball courts, basketball courts, and other amenities.

Mr. Lockom stated that the Board of Supervisors’ role was to provide the direction for staff to implement in their work. Mr. Lockom recalled that the Board’s direction to staff with regards to amenities had been to reopen based on the most stringent applicable guidelines between federal, state, and local governments. Mr. Lockom stated that Vesta had done what they needed to do, which was to develop guidelines conferring with District counsel, requesting that the Board avoid getting in the company’s way here as he saw this as being beyond the responsibility of the Supervisors. Mr. Curley responded stating that he felt that, after reviewing guidelines on the federal, state, and local levels, there were further reopening actions with regards to amenities that could be taken within the strategy laid out by Vesta.

Mr. Leventry stated that he was in agreement that Vesta was operating where they needed to be, and deferred to District counsel’s input for interpreting the guidelines and Vesta’s adherence. Mr. Eckert noted differences between percentages of capacity allowed for certain amenities in state guidelines versus county guidelines, and noted that social distancing still needed to be accounted for. Mr. Eckert advised that if the District is opening and operating the facility, the District either assumes a duty to enforce social distancing or should not open up the amenity. Mr. Eckert advised that if the space for a given amenity is not conducive to operate at both 50% capacity and within social distancing guidelines, then Vesta should exercise judgement as far as what they were capable of doing in terms of staffing and cleaning.

Mr. Leventry recalled past discussions with District staff, noting that he had been very aggressive in trying to reopen the community. Mr. Leventry advised that he was deferring to District counsel, as the District’s liability insurance companies had put out the word that if the District were to try to push beyond what was written on applicable Executive Orders, this could go against the District in the long-term.

Ms. Alfano noted varying degrees of concern for COVID-19 among residents using amenities as far as preventative measures being taken, and indicated the grey area involved. Ms. Alfano acknowledged difficulties in enforcement, but assured that the
measures were temporary rather than permanent, and asserted that Vesta was continuing
to monitor the situation.

Mr. Curley questioned why the fitness center was being shut down every hour, indicating
that other amenities such as tennis courts were open without hourly equipment cleaning
procedures in place. Ms. Alfano explained that sweat transfer was more likely on fitness
center equipment than it was for tennis court activities. Mr. Curley noted that sweat
transfer could still occur with patio furniture, which was not being cleaned hourly.

Mr. Leventry requested clarification as to whether Mr. Deary was looking for a decision
or other action from the Board. Mr. Deary stated that this item was included for Board
input.

➤ Exhibit 21B: Vesta Reopening Plan

Mr. Leventry thanked Vesta for the plan, and expressed confidence in the plan presented.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

No discussion was held on this item.

B. District Engineer

No discussion was held on this item.

C. District Manager

No discussion was held on this item.

D. General Manager & Field Operations Manager

➤ Exhibit 22: MiraBay Manager’s Report

Ms. Alfano gave an overview of work being done towards reopening.

➤ Exhibit 23: Field Operations Report

No discussion was held on this item.

➤ Exhibit 24: Refuse Contract Renewal

Mr. Ivester noted that this contract was a standard renewal for trash pickup at the main
clubhouse, with a monthly cost of $256.07.

On a motion by Mr. Wick, seconded by Mr. Lockom, with all in favor, the Board approved the refuse
contract renewal in the amount of $256.07 per month for the Harbor Bay Community Development
District.

➤ Exhibit 25: Pavers Proposals

Mr. Ivester indicated that the proposal was at an amount of $62,520.00. Mr. Lockom
questioned whether Mr. Ivester had gotten the chance to talk to the contractor regarding
the possibility of installation without rebar. Mr. Ivester noted that this was possible and
gave an overview of specification changes. Mr. Ivester cautioned that the structurally
reinforced curb for the pavers would be more likely to prevent damage for potential truck
impacts. Mr. Lockom requested clarification from the District Engineer as to how
frequent trucks roll over the pavers as described, noting that the cost of installation was
increasing costs by about $30,000.00. Mr. Gamache opined that there would be more
savings in maintenance of the pavers’ wear and tear than the upfront cost involved in the
proposal to prevent said maintenance.

On a motion by Mr. Lockom, seconded by Mr. Wick, with Mr. Lockom, Mr. Wick, Mr. Leventry, and
Mr. Maurer voting “AYE”, and Mr. Curley voting “NAY”, the Board approved the pavers proposals
without rebar, in an amount not to exceed $35,000.00, for the Harbor Bay Community Development
District.

SEVENTH ORDER OF BUSINESS – Consent Agenda Items / Business Administration

A. Exhibit 26: Consideration of Minutes of the Board of Supervisors Emergency COVID-19
Meeting Held on April 7, 2020
B. Exhibit 27: Consideration of Minutes of the Board of Supervisors Meeting Held on April 16,
2020
C. Exhibit 28: Consideration of Operations & Maintenance Expenditures Check Register for April
2020
D. Exhibit 29: Consideration of Operations & Maintenance Expenditures Check Register for April
2020 – Reserve Fund
E. Exhibit 30: Consideration of Operations & Maintenance Expenditures Check Register for April
2020 – MiraBay Amenity Center
F. Exhibit 31: Consideration of Operations & Maintenance Expenditures Check Register for April
2020 – Evergreen Fund
G. Exhibit 32: Consideration of Operations & Maintenance Expenditures Check Register for April
2020 – Seawall Fund
H. Dock and Boat Lift Approvals – No approvals this month
I. Exhibit 33: Ratification of Affidavit of Consent to the Encroachment of Certain Improvements
Into a Platted Easement Dedicated to an HOA or CDD – 608 Islebay Drive
J. Exhibit 34: Ratification of Encroachment Agreement and Release – 608 Islebay Drive
K. Exhibit 35: Ratification of Master Seawall Project Design Build Change Order No. 4
L. Exhibit 36: Ratification of Advantage Restoration for General Contractor Services Agreement
M. Exhibit 37: Ratification of Reserve Study Contract
N. Exhibit 38: Ratification of CLM ASOs #1 - #18

On a motion by Mr. Lockom, seconded by Mr. Leventry, with all in favor, the Board approved all items
of the consent agenda, except for Exhibits 34 and 37, for the Harbor Bay Community Development
District.

Mr. Curley stated that he felt that Exhibit 34 did not need to be part of the consent agenda, further
stating that this was the case for a number of the items presented. Mr. Curley questioned why
items that had been previously been approved were included on the consent agenda, additionally
questioning the inclusion of the ASOs. Mr. Lockom advised that, as an item had been added to
the consent agenda, Mr. Curley was referring to consent agenda items under Exhibit 35 and
Exhibit 38. Ms. Thibault clarified that the ASOs were included under Exhibit 38 in order to keep
the Board apprised of what was being spent, as approved among District staff. Mr. Curley expressed concerns with two ASOs which appeared to have been signed after the work had been done.

Mr. Ivester clarified that at the onset of the transition from CLM, he was unaware that CLM had operated through ASOs. Mr. Deary stated that the ASOs had been filled out following ASO discussion and provision from Mr. Eckert, noting that while the ASOs in question appeared to have been signed after the fact, the work had been approved prior.

Mr. Leventry indicated that a number of items on the consent agenda were being presented exclusively for informational purposes. Mr. Leventry asked whether these items were required to be in the consent agenda, or if the items could be included as their own addendum with notice that they were provided for information only. Ms. Thibault stated that the information-only items could be provided in their own section.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved revoking the previous motion to approve all items of the consent agenda except for Exhibits 34 and 37, for the Harbor Bay Community Development District.

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved all items of the consent agenda, except for Exhibits 35 and 38, for the Harbor Bay Community Development District.

On a motion by Mr. Lockom, seconded by Mr. Leventry, with Mr. Lockom, Mr. Leventry, Mr. Maurer, and Mr. Wick voting “AYE”, and Mr. Curley voting “NAY”, the Board approved consent agenda Exhibits 35 and 38, for the Harbor Bay Community Development District.

EIGHTH ORDER OF BUSINESS – Supervisor Requests

Mr. Leventry asked whether emails were included for public comment or for informational purposes only. Ms. Thibault clarified that the emails were included for informational purposes.

Mr. Leventry noted that a resident had been on social media calling out District employees by name with inappropriate and inaccurate information. Mr. Leventry asked District Counsel whether there was any potential recourse, suggesting a revocation of privileges for 30 days or more. Mr. Eckert advised that if the comments would constitute verbal abuse towards staff if spoken in person then the Board could go through the process of revoking privileges, though noted that exclusively mentioning names did not alone violate rules. Mr. Leventry stated that he would argue that the individual’s commentary was inappropriate, and Ms. Alfano added that she felt it was unlikely that the comments would have been made in person. Mr. Curley asked whether this item was included in the agenda package, and Mr. Leventry clarified that it was not included as the issue had arisen over the past 24 hours. Mr. Eckert advised that the District Manager could issue a written warning, then proceed to be able to take further action upon a second offense. Mr. Lockom directed District staff to issue a warning with a notice that further offenses could lead to a revocation of privileges, and Mr. Leventry additionally requested that District Counsel review.
Mr. Maurer expressed appreciation for the feedback on the analysis paper written on the wild hog issue, and questioned the lack of action, asking whether there was a way forward or if the Board was disinterested, additionally asking what the Board still needed in order to make a decision. Mr. Leventry clarified that there was enough information to make a decision, but that the Board was holding back due to a lack of knowledge on a decision’s impact on the capital projects in terms of what the District could afford. Mr. Leventry reiterated that any budget items over $10,000 or 50% of the current budget should be brought up with the District Manager.

Mr. Wick stated that he was impressed with the work being done with the canals, having seen the work in person two weeks prior, and encouraged the other Supervisors to view the work from the water.

Mr. Leventry noted that the previous Board meeting had gotten Park Square’s attention, and observed that Park Square now appeared to be negotiating with the District in good faith. Mr. Leventry thanked Mr. Lockom and District Counsel for their work in negotiating. Mr. Leventry stated the role of the Board of Supervisors as being to provide guidance to District staff, and stressed that the Board should allow District staff to do their job. Mr. Leventry added that District staff was not the Board’s administrative staff but rather were professionals working to serve the community, and cautioned against Supervisors requesting work beyond the normal scope of District staff members’ jobs. Mr. Leventry spoke negatively of derogatory emails that had been directed at staff.

**NINTH ORDER OF BUSINESS – Audience Comments**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS – Adjournment**

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board, at 10:00 p.m., adjourned the meeting for the Harbor Bay Community Development District.

Assistant Secretary

Chair / Vice Chair