HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Revised Meeting Package
Time Stamped: 07/15/20 3:00 PM

Regular and Telephonic Meeting

Thursday
July 16, 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.
Dear Board Members:

The Regular and Telephonic Meeting of the Board of Supervisors of the Harbor Bay Community Development District is scheduled for Thursday, July 16, 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
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, July 16th at 6:00 PM. This meeting will be held via Zoom, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home, 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/88962786772?pwd=cUd3QTlpa3VOSTBVVuFVWa3VnFFZz09

Meeting ID: 889 6278 6772
Password: 902526

Join Zoom Meeting by Phone
Dial by your location – Follow the Prompts – Meeting ID - 889 6278 6772 – 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, July 16, 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: 889 6278 6772

Revised 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. Consideration of Resident’s Appeal to Board’s June Decision
   B. Landscape Professionals – Douglas Ivester
   C. Upland Claims – Matt Davis
   D. Major Project Updates
      ➢ Cardno Project Tracker
   E. Discussion & Approval of Pavement Rehabilitation RFP
   F. Presentation of the Reserve Study
   G. Discussion of Capital Projects
   H. Consideration of 631 Manns Harbor Drive Request for Fence Approval
   I. Consideration & Adoption of Resolution 2020-15, Public Participation in Board Meetings
   J. Discussion of Status of Second Addendum to Acquisition Agreement
      To Be Distributed
   K. Appointing Audit Committee

VI. Staff Reports
   A. District Counsel
   B. District Engineer
   C. District Manager
VI. Staff Reports (continued)

D. General Manager & Field Operations Manager

- MiraBay Manager’s Report
  Exhibit 11
- Field Operations Report
  Exhibit 12
- Consideration of Retention Pond Banks Proposal - $9,785.00
  Exhibit 13
- Consideration of Admiral Point Well Repair Proposal - $9,169.35
  Exhibit 14
- Consideration of Palm Tree Replacement Proposal - $9,625.00
  Exhibit 15
- Consideration of Hillsborough Sheriff’s Office Off-Duty Services
  Exhibit 16

VII. Consent Agenda Items / Business Administration

A. Consideration of Minutes of the Board of Supervisors Meeting Held on June 18, 2020
  Exhibit 17

B. Consideration of Operations & Maintenance Expenditures Check Register for June 2020
  Exhibit 18

C. Consideration of Operations & Maintenance Expenditures Check Register for June 2020 – Reserve Fund
  Exhibit 19

D. Consideration of Operations & Maintenance Expenditures Check Register for June 2020 – MiraBay Amenity Center
  Exhibit 20

E. Consideration of Operations & Maintenance Expenditures Check Register for June 2020 – Evergreen Fund
  Exhibit 21

F. Consideration of Operations & Maintenance Expenditures Check Register for June 2020 – Seawall Fund
  Exhibit 22

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

H. Informational Purposes Only

- Ratification of CLM ASO 4 – Seasonal Annual Change out June
  Exhibit 23
- Ratification of CLM ASOs 19-23
  Exhibit 24
- Ratification of Pump Agreement
  Exhibit 25
- Ratification of Master Seawall Project Design Build Change Orders 3 & 5
  Exhibit 26
VIII. Supervisor Requests

A. Supervisor Maurer

➢ Discussion of Status of Pollutant Discharge Contingency and Best Management Practices Plan

➢ Discussion of Lifting Day Use Restriction for Boat Ramp

B. Discussion of Conveyance Agreement Comments – Supervisor Curley

IX. Audience Comments

X. Adjournment
Who: Mike Eckert – District Counsel
What: Resolution 2020-15 – Public Participation in Board Meetings
When: July 16, 2020
Budget Impact: N/A
Decision: Adopt Resolution 2020-15
MEMORANDUM

TO: Harbor Bay Community Development District ("District")
    Board of Supervisors

FROM: Hopping Green & Sams, P.A.

RE: Public Participation in Board Meetings

DATE: June 30, 2020

The purpose of this memorandum is to outline the District’s responsibilities as a result of prior legislative changes on the public’s opportunity to be heard at a public meeting, and to present a resolution for the Board to consider regarding public comment procedures. Historically, Florida law did not afford the public an opportunity to be heard at a public meeting. While most special districts currently provide an opportunity for the public to speak at board meetings, a Florida law from 2013 requires local governments to afford the public a reasonable opportunity to be heard on propositions before boards or commissions and sets forth specific guidelines governing that process. To ensure that the District is in compliance with this law, we presented a similar memo and resolution to the District Board of Supervisors in 2013. Based on our review of the records, the Board of Supervisors declined to adopt the resolution we presented. As there has been recent inquiry by a board member regarding this issue, we are recommending that the current Board consider adopting a policy establishing procedures for public participation. Please note that this memorandum and the attached resolution are simply updated versions of what we recommended in 2013.

Overview of State Law “Opportunity to be Heard” Requirements

Effective October 1, 2013, Section 286.0114, Florida Statutes, provides that “[m]embers of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission.” This opportunity to be heard need not occur at the same meeting where the board will take official action on the proposition. However, the opportunity must be made at a meeting “during the decision[-]making process” and “within [a] reasonable proximity in time before the meeting at which the board or commission takes the official action.”

There are certain exceptions to the law. For example, Section 286.0114 “does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting.” In addition, and generally stated, Section 286.0114 does not apply to the following:

1) Official acts taken in an emergency situation if compliance with the statutory requirements would cause an unreasonable delay;
2) Ministerial acts such as ceremonial proclamations or approval of minutes;

3) Meetings exempt from Section 286.011, Florida Statutes requirements; and

4) Meetings where the board or commission acts in a quasi-judicial capacity.

The opportunity to be heard on a proposition is subject to the board or commission’s adopted rules or policies, which must be limited to those:

1) Providing guidelines regarding the amount of time an individual has to address the board or commission;

2) Prescribing procedures to allow representatives of groups, in lieu of all members of such groups, to address the board or commission at meetings where a large number of individuals wish to be heard;

3) Prescribing procedures for an individual to inform the board or commission of the desire to be heard, to indicate his or her position on a proposition, and to identify a representative to speak for the individual or the individual’s group; and

4) Designating a specific time period for public comment.

If a board or commission adopts policies or rules in compliance with Section 286.0114, and follows such policies or rules, the board is deemed acting in compliance with the law. Importantly, Section 286.0114 provides that any action taken by a board or commission that is found in violation of the “opportunity to be heard” is not void as a result of the violation.

However, if an action is filed against a board or commission to enforce Section 286.0114, a court can issue an injunction for the purpose of enforcing the “opportunity to be heard.” Additionally, the law provides that the court shall assess reasonable attorney’s fees against the board or commission if determined that a violation occurred.

**Proposed District Policy**

In order to better ensure compliance with Section 286.0114, we recommend that the District adopt a policy governing the “opportunity to be heard” at public meetings, a form of which policy is attached. Consistent with that form, we advise that the District provide an opening public comment period before the Board considers any propositions on the agenda and additional public comment periods prior to consideration of items that are not set forth on the meeting agenda, subject to the limitations and procedures set forth in the attached policy.

Please do not hesitate to contact us if you have questions regarding the same.
RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC’S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, Section 286.0114, Florida Statutes, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, Florida Statutes, sets forth guidelines for rules and policies that govern the public’s opportunity to be heard at a public meeting; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a policy (the “Public Comment Policy”) for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District’s Chairperson, his or her designee, or such other person conducting a District meeting (“Presiding Officer”), shall ensure that there is at least one (1) period of time (“Public Comment Period”) in the District’s meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
b) Speakers shall be permitted to address any agenda item during the initial Public Comment Period. Speakers shall be permitted to address any non-agenda matters of personal or general concern during the Public Comment Period provided after the conclusion of the District’s business items.

c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker’s time.

d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual’s name, address, the proposition on which they wish to be heard, the individual’s position on the proposition (i.e., “for,” “against,” or “undecided”), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual’s group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company’s interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.

b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an
individual speaker while he or she has the floor, without the permission of the
Presiding Officer.

c) Nothing herein shall be construed to prohibit the Presiding Officer from
maintaining orderly conduct and proper decorum in a public meeting. Speakers
shall refrain from disruptive behavior, and from making vulgar or threatening
remarks. Speakers shall refrain from launching personal attacks against any Board
Supervisor, District staff member, or member of the public. The Presiding Officer
shall have the discretion to remove any speaker who disregards these policies
from the meeting.

d) In the case that any person is declared out of order by the Presiding Officer and
ordered expelled, and does not immediately leave the meeting facilities, the
following steps may be taken:

i. The Presiding Officer may declare a recess;
ii. The Presiding Officer may contact the local law enforcement authority; or
iii. In case the person does not remove himself or herself from the meeting,
the Presiding Officer may request that he or she be placed under arrest by
local law enforcement authorities for violation of Section 871.01, Florida
Statutes, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable
exceptions to Section 286.0114, Florida Statutes, including those set forth in Section
286.0114(3), Florida Statutes, and other applicable law. Additionally, the Presiding Officer may
alter the procedures set forth in this Public Comment Policy for public hearings and other special
proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this resolution is held to be illegal
or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its
passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of July, 2020.

ATTEST:                      HARBOR BAY COMMUNITY
                             DEVELOPMENT DISTRICT

_____________________________                   ____________________________________
Secretary/Assistant Secretary Chairperson, Board of Supervisors
EXHIBIT 24
AGREEMENT BETWEEN THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND BAY AREA PUMP & WELL SERVICE LLC FOR INSTALLATION OF IRRIGATION PUMP AND RELATED SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of July, 2020 ("Effective Date"), by and between:

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

BAY AREA PUMP & WELL SERVICE LLC, a Florida limited liability company, whose principal address is 902 Eagle Lane, Apollo Beach, Florida 33572 ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Act"), by ordinance adopted by the Board of County Commissioners of Hillsborough County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, irrigation and stormwater ponds located within the District; and

WHEREAS, the District wishes to retain an independent contractor to supply and install a new thirty-three gallon irrigation pump pressure tank, and pump VFD power supply, including all parts and labor, and to provide for any miscellaneous plumbing necessary for the installation (the "Services"), all as consistent with the scope of services set forth in the attached Exhibit A, which is incorporated herein by this reference; and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such Services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION I. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
SECTION 2. SCOPe OF SERVICES; TERM.

A. Contractor agrees to provide all materials, tools, skill and labor necessary to perform the Services, as described in Exhibit A. The Services shall include any effort specifically required by this Agreement and Exhibit A reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in Exhibit A, including but not limited to, equipment, all tools, supplies, insurance, and other materials or services (including without limitation all packing, loading, freight, traffic control) necessary to deliver and install the goods. To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.

B. Contractor shall commence Services no later than two (2) weeks after execution of this Agreement, and shall complete such Services within three (3) calendar days (the “Completion Date”), unless extended in writing by the District, in its sole discretion, or terminated earlier in accordance with the terms of this Agreement. Time is of the essence with respect to the Services, and Contractor shall not deviate from the schedule without District’s prior written consent. District may terminate this Agreement or any part thereof or reject delivery of goods or the performance of Services if such delivery or performance is not in material accordance with the specifications of this Agreement, including the schedule. Contractor shall indemnify the District for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor’s reasonable control.

C. Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District’s specifications as may be promulgated by the District from time to time.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

E. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of services satisfactorily completed and for materials actually incorporated into the Services.

F. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
G. Contractor shall report directly to the District Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor’s activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a reasonable amount of time.

H. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

A. The District shall pay Contractor an amount of Six Thousand Five Hundred Eighty-Nine Dollars ($6,589.00) (the “Contractor Compensation”) for the Services and the provision of the materials, as identified in Exhibit A. This compensation includes all materials and labor provided for in Exhibit A, permitting, installation, shipping and delivery costs, and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. DELIVERY. Installation shall conform to industry best practices, including but not limited to, securing all materials. Installation must be performed by a licensed
contractor. Further, the Equipment must be installed in a manner that complies with all applicable laws, including but not limited to the 2010 ADA Standards for Accessible Design, as may be and has been amended from time to time. The Contractor accordingly bears the risk of damage or loss until the shipment arrives at said facility.

SECTION 5. WARRANTY; DAMAGE TO PROPERTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, and any other warranties as set forth in Exhibit A, all Services provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Services by the District. Contractor shall replace, or repair warranted items to the District’s satisfaction and at the District’s discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 6. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>statutory</td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (including contractual)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage (including contractual)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Liability (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

B. The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such
required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

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

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

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District’s sovereign immunity or the District’s limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.
SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District’s property free from any materialmen’s or mechanics’ liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor’s performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days’ written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days’ written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement, including the Permits identified in Exhibit A, shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age
Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

SECTION 19. AGREEMENT. This instrument, together with Exhibit A, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Exhibit A is incorporated herein only to the extent that it states the Services for the labor and materials to be provided under this Agreement. To the extent of any conflict between this instrument and Exhibit A, this instrument shall control.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

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

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

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

     With a copy to: Hopping Green & Sams PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
B. **If to Contractor:**

Bay Area Pump & Well Service LLC
902 Eagle Lane
Apollo Beach, Florida 33572
Attn: ____________

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

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

**SECTION 24. APPLICABLE LAW AND VENUE.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Patricia Thibault ("Public Records Custodian"). Among other
requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PATRICIA.COMINGS-THIBAULT@DPFG.COM, (321) 263-0132, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the
violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the
District under Florida law, including but not limited to Scrutinized Companies with Activities in
the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector
List. If Contractor is found to have submitted a false statement, has been placed on the
Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with
Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations
in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List,
or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year
first written above.

ATTEST:    HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

                        [Signature]
Secretary / Assistant Secretary                                           [Signature]
Chairperson, Board of Supervisors

WITNESS:    BAY AREA PUMP & WELL SERVICE LLC, a Florida limited liability
company

                        [Signature]                                    [Signature]
By: Wesley Carter                      By: Vanessa Carter

Its: __________________________________________

Exhibit A: Scope of Services

Exhibit A:
Scope of Services
Bay Area Pump & Well Service LLC.

Phone: 813-477-6930  
Email: BayAreaPump@gmail.com  
502 Eagle Ln  
Apollo Beach, Florida  
33572

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Total 6589

Contractor: I venture  
I hereby acknowledge the satisfactory completion of the above-described work.

Thank You!
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, June 18, 2020 at 6:00 p.m. at 107 Manns Harbor Drive, Apollo Beach, Florida 33572 in person attendance and Zoom conference call.

Present and constituting a quorum were:

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

Also present were:

Patricia Thibault  District Manager, DPFG Management & Consulting
Ken Joines    District Manager, DPFG Management & Consulting
Mike Eckert  District Counsel, Hopping Green & Sams
Greg Woodcock  District Engineer, Cardno
Chris Gamache  Cardno
Margaret Alfano  General Manager, Vesta Property Services
Doug Ivester  Operations Manager, Vesta Property Services
Julie Cortina  Regional Manager, Vesta Property Services
Jay King  Regional Vice President, Vesta Property Services
Roy Deary  Vice President, Vesta Property Services
Matt Davis  Mills Paskert Divers PA
Juan Nova  Capital Land Management
Eric Lanham  Resident

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

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS – Audience Comments on Agenda Items

There being none, the next item followed.
FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Audience Comment Follow-Up

In reference to a comment from April 16, 2020, regarding an audience member’s concern about fencing along the preserve, Mr. Maurer stated that the fencing project was no longer a Hillsborough County project, as the County had stopped work. In reference to another comment from April 16, 2020, asking whether residents would receive a reimbursement of CDD fees for not being able to use facilities, Mr. Maurer advised that the Board had decided not to reimburse residents at the previous meeting.

FIFTH ORDER OF BUSINESS – Business Items

A. Exhibit 2: Hearing on Suspension of Amenity Access

Mr. Eckert stated that on May 18, a post had been made online by Mr. Lanham which Board members, at the meeting held on May 21, believed to be abusive towards District staff. Mr. Eckert stated that a written warning had been drafted, but prior to its issuance, on May 28, an incident occurred between Mr. Lanham, a resident, and District staff at the fitness center, that was found to be in violation of the District’s disciplinary rules and general usage guidelines for amenities. Mr. Eckert stated that on the same day, the written warning and immediate suspension of amenity privileges were delivered.

Mr. Eckert listed a number of policies that had been violated according to the conduct report from District staff. The violations listed were “Exhibits unsatisfactory behavior, deportment or appearance”; “Treats the District’s supervisors, staff, amenities management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner”; and “Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, its supervisors, staff, amenities management, contractors or other representatives, or other residents or Guests”. Mr. Eckert noted additional policies were violated including: “Only District employees and staff are allowed in the service areas of the Amenities”; “Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect”; “Loud, profane or abusive language is prohibited”; and “Excessive noise that will disturb other Patrons and Guests is not permitted”.

Mr. Eckert noted adopted revisions to disciplinary policy, and advised that while there was a general progressive disciplinary policy available for addressing violations, the disciplinary policy additionally provides for District amenity privileges to be revoked at any time at the discretion of the District. Mr. Eckert requested that Ms. Alfano give an overview of the incident that occurred on May 28 for the record.

Ms. Alfano stated that on the morning of May 28, a resident had reported twice to amenity center staff that a person in the center had been using loud and profane language, as well as adjusting the clocks behind the counter. Ms. Alfano stated that the reporting resident indicated that she would like to write a formal complaint, as the person was being disruptive to her time at the center. Ms. Alfano noted that Mr. Lanham could be seen behind the counter with the clock in security footage that staff had reviewed.

Mr. Eckert asked Ms. Alfano whether Mr. Lanham had used profanity at the amenity center according to what had been reported to her. Ms. Alfano said yes. Mr. Eckert asked Ms. Alfano whether Mr. Lanham had used loud or abusive language. Ms. Alfano said yes. Mr. Eckert asked Ms. Alfano whether Mr. Lanham had gone into the service area of the amenities, meaning behind the desk. Ms. Alfano said yes. Mr. Eckert asked Ms. Alfano whether Mr. Lanham had exhibited unsatisfactory behavior. Ms. Alfano said yes. Mr. Eckert asked Ms. Alfano whether Mr. Lanham had treated staff and another resident in an unreasonable or abusive manner. Ms. Alfano stated that no words had been directed at staff, but that the staff had been intimidated by Mr. Lanham.
Ms. Alfano stated that Mr. Lanham had treated the resident in an unreasonable or abusive manner. Mr. Eckert asked Ms. Alfano whether Mr. Lanham had caused excessive noise or disturbed other residents. Ms. Alfano said yes. Mr. Eckert asked Ms. Alfano whether Mr. Lanham had engaged in conduct that was improper or likely to endanger the health, safety, or welfare of the staff or residents. Ms. Alfano said yes.

Mr. Eckert requested that the record include the amended restated amenities rules handbook, the suspension letter dated May 28, 2020, as well as the minutes from this meeting. Mr. Eckert indicated that amenity staff was recommending a three-month suspension for Mr. Lanham, beginning May 28, 2020, and ending August 27, 2020.

Mr. Wick asked whether Ms. Alfano specifically was recommending the three-month suspension. Ms. Alfano stated yes.

Mr. Curley requested confirmation as to whether Ms. Alfano had stated that Mr. Lanham had used profanity and was loud in discussions with staff out in the lobby area. Mr. Leventry stated that this was so, and that Mr. Eckert had gone through the special amenities rules and guidelines with Ms. Alfano confirming that violations of each had occurred. Ms. Alfano clarified that Mr. Lanham did not use profanity in front of staff.

Mr. Leventry asked Mr. Eckert for context regarding the duration of the recommended suspension of amenity access, as to what a standard length would be. Mr. Eckert advised that the Board take Mr. Lanham’s account into consideration prior to arriving at a conclusion, and advised that a 90-day suspension was the norm for similar incidents. Mr. Eckert additionally noted that he had seen 6-month suspensions, though opined that that could be seen as harsh for a first-time offense of this nature, and noted that he had not seen 30-day suspensions for similar conduct.

Mr. Wick recalled a previous hearing that the Board had held that had resulted in a 6-month suspension. Mr. Eckert stated that, while he did not recall the specific circumstances, that he recalled the incident being more egregious in nature. Mr. Curley recalled that the incident in the previous hearing involved threatening and verbally abusive intimidation of a staff member in their office, and stated that the previous incident had distinct circumstances from the one being discussed at this hearing.

Mr. Lanham stated that everything that had been previously stated by Ms. Alfano regarding the incident was untrue. Mr. Lanham stated that he had gone to the desk in order to request a ladder to reset the clocks to an accurate time. Mr. Lanham questioned claims from the reporting resident at the amenity center regarding his allegedly creating a threatening environment, noting that both he and the resident had resumed their workouts following the first report to amenity staff. Mr. Lanham questioned the method of communicating the suspension of amenity privileges, noting that he had found out due to reservations being cancelled, adding that he had not received any calls or verbal notice of suspension. Mr. Lanham stated that his post on NextDoor on May 18 was based in fact.

Mr. Leventry asked whether the security footage included audio. Ms. Alfano stated that the footage did not include audio. Ms. Alfano noted one instance in the footage where Mr. Lanham appeared to make an unspecified gesture directed towards the resident, which she speculated as potentially being a muscle flex, though added that the intent of Mr. Lanham’s gesture was ambiguous.

A separate resident gave a witness account of the incident that occurred on May 28. The resident stated that he had his earphones in and thus was unable to say whether Mr. Lanham had been excessively loud or instigating by directing words at a specific resident. The resident stated that he first became aware of conflict when the reporting resident had screamed “You’re ruining my Zen, shut up”. The witnessing resident stated that Mr. Lanham had at one point commented on
the clocks and their inaccuracy, which he had concurred with at the time. The resident mentioned speaking with staff to share his account of what occurred during the incident, agreed that Mr. Lanham had not said anything directed towards the staff, and disputed the suggestion that Mr. Lanham’s gesture was to flex his muscles, stating that Mr. Lanham was actually gesturing towards the clocks which he had claimed to have been inaccurate for two to three weeks by that point. The resident claimed that the reporting resident had done all of the shouting during the incident and suggested that the wrong party was being suspended from amenity access. The resident suggested obtaining witness accounts from two other residents who had been present during the incident.

Mr. Eckert asked Mr. Lanham whether he had used profanity at the amenity center. Mr. Lanham said no. Mr. Eckert asked Mr. Lanham whether he had used any loud language. Mr. Lanham said no. Mr. Eckert asked Mr. Lanham whether he had used any abusive language. Mr. Lanham said no. Mr. Eckert asked Mr. Lanham whether he had climbed on the desk, which is in the service area for the amenities. Mr. Lanham stated that he had, and clarified that he was unable to obtain a ladder for access to the clock after requesting one from staff. Mr. Eckert asked Mr. Lanham whether he believed that, based on his interactions with the other resident, that he treated that resident with courtesy and respect. Mr. Lanham stated that he had felt threatened by her actions, characterizing them as “very disturbed”.

Mr. Curley asked Mr. Lanham whether he believed that there were any actions that he felt were inappropriate and that he wished to express remorse for. Mr. Lanham stated that there were none. Mr. Lanham later noted his frustrations at the time with the clocks being inaccurate and suggested that he should not have assumed responsibility for changing them.

Mr. Curley noted the witness’s statement that he had spoken to Ms. Alfano to give his account of the incident, and requested confirmation from Ms. Alfano as to whether this had occurred. Mr. Curley additionally asked Ms. Alfano what she recalled from the witness’s assessment. Mr. Leventry clarified that the witness had spoken with staff. Ms. Alfano confirmed that the witness had just stated that he had spoken with staff, but observed that this information had not been relayed to her, so she was unable to confirm or deny whether this had actually occurred.

Mr. Curley stated that a written report should have been done, as was policy for 1-day and 7-day suspensions of amenity privileges, and noted that a report would have been helpful prior to the hearing. Mr. Curley clarified that at the previous meeting the Board did not collectively direct the issuance of a verbal warning to Mr. Lanham, but rather that a specific Supervisor had, noting that he had raised questions regarding its inclusion at the time. Mr. Curley stressed the importance of coming to a final decision that the Board would feel comfortable levying to the same extent for future incidents with similar circumstances and conflicting reports.

Mr. Leventry noted the statement from the reporting resident regarding her intent to file a written complaint, and asked whether this had been filed. Ms. Alfano noted that a written statement had been submitted, but included her name and address and did not describe the incident. Mr. Leventry asked Mr. Eckert whether this had been documented to him outside of phone calls, and Mr. Eckert stated that he had only been apprised of this through phone calls. Mr. Eckert advised that the hearing was not a trial where residents were to be bringing cases against residents, and that the Board needed to be cognizant of the balance at play.

Mr. Maurer asked Mr. Lanham whether he had filed a complaint regarding the reporting resident’s behavior, and Mr. Lanham stated that he had not. Mr. Lanham noted that he had observed that the resident was having a bad day.

Mr. Leventry stated that he felt the incident on May 28 at the fitness center should be taken off of the table for the questioning, as the majority of what had been presented to the Board had been based in hearsay. Mr. Leventry pointed out that in his social media post on May 18, Mr. Lanham
had used the term “kill zone”, and that he had called out specific staff members by their full names. Mr. Lanham conceded that this was the case.

Mr. Lockom noted further communications that he had had over social media with Mr. Lanham. Mr. Lockom recommended that a ban on access to amenities be levied upon Mr. Lanham for 60 days, starting from May 28. Mr. Leventry opined that Mr. Lanham calling out staff members by name had crossed the line.

Mr. Wick noted that Ms. Alfano’s original recommendation for the duration of amenity access restrict had been three months, and asked whether she still stood by this recommendation. Ms. Alfano said yes. Ms. Alfano added that she did not feel that a six month duration would be appropriate.

Mr. Curley recalled that at the previous meeting, direction was given to provide a verbal warning. Mr. Curley noted that Mr. Lanham had since had access to amenities revoked for a number of days, and stated that he would be in favor of time served.

Mr. Eckert recommended that staff get accounts from all parties involved and all witnesses for future similar incidents, so as to avoid similar ambiguity. Mr. Leventry disagreed with having all parties giving testimony in-person for hearings, particularly in instances involving confrontational incidents, but agreed that documentation laying out exactly what each resident had observed should have been included as part of the package for the hearing. Ms. Alfano noted that the staff member involved with the incident was not present by choice, recalling the point in the incident where the staff member had been intimidated. Mr. Leventry asked whether the staff member had witnessed Mr. Lanham using profane language. Ms. Alfano stated that the staff member had not witnessed the profanity being used, but noted that Mr. Lanham’s tone had been perceived by staff’s personal experience as loud and intimidating. Mr. Curley noted that this account changed his opinion.

Mr. Wick made a motion to continue to suspend amenity privilege access for Mr. Lanham until a total of three months’ duration was met per staff recommendation, and Mr. Lockom seconded the motion.

During discussion of the motion, Mr. Leventry inquired as to the extent of amenities from which Mr. Lanham would be suspended from accessing. Mr. Lanham indicated that he felt that banning Mr. Lanham from being able to take his personal boat out would be an overreach of the Board. Mr. Eckert advised that the Board could make a more precise motion, specifying that access would be revoked for the amenity center, if they wished. Mr. Leventry additionally recommended a total duration of 60 days. Mr. Curley indicated that he was more inclined to agree with the duration proposed in Mr. Wick’s motion, being based on the recommendation of staff and in support of their safety. Mr. Curley indicated that this would be a benchmark decision, citing a similar ongoing issue of loud profanity among those using the basketball courts. Mr. Wick and Mr. Lockom withdrew their initial motion.

On a motion by Mr. Wick, seconded by Mr. Leventry, with all in favor, the Board approved the suspension of amenities for Mr. Lanham for 90 days beginning from May 28, 2020, not including boat lift access which would be restored on June 19, 2020, for the Harbor Bay Community Development District.

B. Exhibit 3: Seawall Update

Mr. Woodcock gave an overview of progress on the seawall. Mr. Woodcock additionally asked whether the Board wished to continue to see the updates during meetings, or if they wished to see the updates attached to weekly memos and up on the website. Mr. Curley spoke in support of this,
Mr. Curley spoke on prioritization in the memos. Mr. Curley suggested that the priority be for single teams to work on repairing lots with homes on them, additionally suggesting that work with single teams be prioritized to lots with the greatest risk of failure, with minor accommodation to proximity of work. Mr. Curley additionally suggested that, for two teams, managers and laborers be equally split, and recommended that rate of repairs by linear feet be greater for lots with homes than lots without homes. Mr. Curley opined that the community may be sensitive to seeing work performed on undeveloped lots prior to lots with homes on them, and believed that his suggestions to the language of prioritization would be useful and appreciated.

Mr. Lockom indicated that a contract was in place with Cardno as to dealing with seawall. Mr. Lockom stated that he did not see the need for Supervisors directing staff that the District had hired, as Cardno staff had not come to the Board for direction in this regard.

Mr. Davis noted that a claim had been received from a resident who had purchased property in Harbor Bay in 2017, having been apprised by both the realtor and the seller of the retaining wall issue. Mr. Davis noted that the residents had submitted a claim in September 2019 just before the deadline; however, this claim had been submitted with an outdated form to the District’s former uplands attorneys. Mr. Davis additionally noted that by the time the property would have been purchased, the online form had been updated with the correct contact information. Mr. Davis asked whether the Board wished to administer this claim, seeing as it had been submitted prior to the deadline but to the incorrect location.

Mr. Lockom stated that he was against administering the claim, as the form indicated that the buyers were aware of the retaining wall issue. Mr. Lockom made a motion to deny the new seawall claim, which was seconded by Mr. Maurer.

During discussion of the motion, Mr. Wick asked Mr. Davis whether the date of submission had been confirmed. Mr. Davis stated that a copy of the email had been sent, but bounced back. Mr. Davis additionally indicated that the resident had claimed that they had mailed the claim, but Mr. Davis stated that he had no proof of this. Mr. Davis stated that they were relying on the claimant’s word that they had mailed the claim.

During discussion of the motion, Mr. Curley expressed agreement with Mr. Lockom, noting that the buyers were aware of the purchase that they were making. Mr. Curley additionally indicated that the upland repair protocol was still posted on the Seawall tab on the Harbor Bay CDD website.

On a motion by Mr. Lockom, seconded by Mr. Maurer, with all in favor, the Board approved the denial of the new seawall claim, for the Harbor Bay Community Development District.

C. Landscape Professionals – Douglas Ivester

Exhibit 4: Landscape Report

Mr. Maurer indicated a significant amount of palm fruits over the sidewalks which he felt may be a hazard, and requested an update as to progress in correcting the issue. Mr. Ivester gave an overview of the stages of cleaning. Mr. Ivester noted that bleach would likely be necessary, and summarized the trimming process for the palm trees. Mr. Ivester noted that the length of time would be between one and two weeks.
Mr. Lockom asked Mr. Nova for clarification regarding cleaning. Mr. Lockom indicated that the contract included provisions for cleaning the roads in addition to sidewalks, and that the fruit on the roads would need to be addressed.

Mr. Maurer requested an update on the fountainhead replacement status. Staff stated that this would be provided as part of the subsequent report, per request.

- Exhibit 5: Landscape Inspection
- Exhibit 6: Consideration of Irrigation Pump Repair Proposal

Mr. Leventry made a motion to approve the repair proposal, which was seconded by Mr. Maurer.

During discussion of the motion, Mr. Wick requested clarification from Mr. Ivester as to whether the repair was for a pump, a motor, or a controller. Mr. Ivester explained the function of the component as being preventative against a sudden influx of pressure in the system. Mr. Wick asked whether a motor would be included with the price. Mr. Ivester said no. Mr. Wick asked whether a pump would be included with the price. Mr. Ivester said no. Mr. Wick stated that he wished to make the Board aware of this, as he felt additional costs may be incurred in the future.

On a motion by Mr. Leventry, seconded by Mr. Maurer, with all in favor, the Board approved the irrigation Bay Area pump repair proposal, in the amount of $6,589.00, for the Harbor Bay Community Development District.

D. Major Project Updates and Facilities Report

- Exhibit 7: Cardno Project Tracker

Mr. Woodcock noted that he had added the start dates and end dates to each project within the tracker. Mr. Woodcock additionally noted that proposals would be due on June 26 for the reserve study project, and would be provided for the next regular Board meeting. Mr. Gamache added that he had spoken with the permitting crew in order to get a status update, and stated that he believed the crew was finished and was working on quality control. Mr. Leventry requested an update to the project tracker in this regard. Mr. Maurer additionally requested that the Park Square label be removed for the documents concerning the pickleball courts and the tiki bar conversion, as he did not see them being involved.

- Exhibit 8: Consideration of Facilities Report

Mr. Woodcock noted that the facilities report being presented to the Board was a draft to be considered for publication to the website in substantial form, in accordance with Florida statute. Mr. Woodcock made note of three modifications, being a note that the riprap in the lagoon was not owned nor maintained by the CDD, the addition of the number of gallons of water usage, and the inclusion of the square footage of the amenity center. Mr. Woodcock requested that the Board approve the report in substantial form, pending District Counsel reviewing and signing the report.

Mr. Leventry asked for clarification as to how frequently the reports needed to be published. Mr. Eckert advised that reports were published roughly once every seven years, as they only needed to be published more often if significant updates were required. Mr. Eckert additionally noted that a bill was currently on the Governor’s desk that would remove the requirement for posting the public facilities report on the website.
Mr. Leventry made a motion to approve the facilities report, seconded by Mr. Wick.

During discussion of the motion, Mr. Curley directed District Counsel’s attention to section 3.4.3.1, and stated that he wished to make sure that they were comfortable with the language contained therein regarding the District owning and maintaining the lagoon and canals. Mr. Leventry informed Mr. Curley that Mr. Woodcock had distributed an updated version of the Facilities Report. Mr. Curley additionally requested confirmation from District Engineers as to whether the RFP did not include any roadways that the County owned, indicating a section of roadway near the gate that he was concerned about.

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board approved the public facilities report, dated June 8, 2020, in substantial form, pending final review and approval from District Counsel, for the Harbor Bay Community Development District.

E. Exhibit 9: Discussion of Limiting Gate Access Memo

Mr. Eckert stated that the issue raised by Supervisor Curley’s memo was whether or not the District was able to restrict access through the gates to the District roads at certain hours of the day, if ever. Mr. Eckert noted that the recommendation of District Counsel not to restrict access in the community during any hours stemmed partially from federal law applicable due to the District’s selling of tax-exempt bonds, particularly noting covenants made to the bondholders. Mr. Eckert summarized that the bond covenant established that the District’s roads and other facilities financed with the proceeds of the prior bonds are open for use by the general public and/or available for use by the general public on a rate scale basis. Mr. Eckert advised that the District would need to acquire an unqualified opinion from a bond counsel that the District would be able to restrict access to public roads, and opined that this would likely not be possible to obtain.

Mr. Eckert noted that the recommendation to not restrict access additionally is also based on state law, which dictates that items that are funded with public funds need to be open to the public. Mr. Eckert advised that, as the CDD was a government entity, all of the District’s funds were considered public funds. Mr. Eckert additionally noted that CDDs did not have the power to regulate traffic on public roads, as this was typically under the jurisdiction of the county, the cities, and the state by Florida Statute Chapter 316, Section 006. Mr. Eckert advised that Florida Statute Chapter 316, Section 2045 dictates that no one is allowed to put any kind of obstruction or barricade over a public road, though noted that Chapter 190 included language allowing for the monitoring of access. Mr. Eckert acknowledged suggestions to seek the opinion of the Florida Attorney General on the issue, and responded that opinions were not binding on a court or on any bondholder.

Mr. Eckert summarized that the advice of District Counsel was for the District to continue to monitor access, but not restrict access. Mr. Eckert advised that this would ensure compliance with the bond covenants, would preserve the tax-exempt status of the District’s bonds, and would comply with state law. Mr. Eckert additionally cautioned the Board that, as the Attorney General represented the interests of the public, that if the District were to seek the Attorney General’s opinion on the issue with the goal to gain a measure of authority to limit access, the opinion could go the other way and result in an even less restricted status.

Mr. Leventry acknowledged District Counsel’s recommendation against seeking a state Attorney General opinion. Mr. Leventry recommended against the District expending any additional funds on Counsel fees regarding the matter.
Mr. Maurer noted that the issue also pertained to safety and security, and provided statistics regarding average rates of various crimes in the community, since 2015. Mr. Maurer suggested that more advice regarding resident safety and security be included within the e-blasts. Ms. Alfano stated that she would be happy to do so.

F. Budget Discussion

- Exhibit 10: Discussion of Expenditures Related to Cul de Sacs Versus Outfitters

Mr. Curley made a motion to redirect maintenance funding to Outfitters for the Harbor Bay Community Development District. However, as there was no second from any supervisor, this motion died.

- Exhibit 11: Presentation of Budget Recommendations Memo
- Exhibit 12: Presentation of Supervisor Requested Changes to the FY 21 Budget

Mr. Leventry noted that three Supervisors had made recommendations as to the upcoming budget.

Ms. Thibault stated that a Supervisor had recommended capital reductions of $200,000, District Counsel reductions of $125,000, District Engineering reductions of $75,000, miscellaneous contingency reductions of $50,000, holiday decoration reductions of $10,000, and palm tree injection reductions of $25,000.

Ms. Thibault stated that another Supervisor had recommended capital reductions of $200,000, District Counsel reductions of $100,000, District Engineering reductions of $70,000, landscape mulch reductions of $5,000, annuals planting reduction of $8,000 through having one less scheduled planting, landscape replacement reduction of $25,000, security assets and fees reduction of $35,000, sign maintenance reduction of $5,000, and computers support and maintenance reduction of $5,000.

Mr. Lockom requested clarification from Mr. Leventry and Mr. Curley as to the logic behind their respective budget recommendations.

Mr. Leventry explained that he felt strongly about the idea of spending more on capital improvements while increasing assessments on residents, indicating the economic circumstances facing members of the community due to COVID-19. Mr. Leventry recalled discussions regarding legal fees needing to be cut, and noted that he felt engineering fees needed to be cut as well, indicating that thousands of dollars were spent annually on studies on projects that the District could not afford to undertake. Mr. Leventry stated that the total reductions meant that the increase in assessments would be 3% rather than the previously proposed 16%, as increases due to collection fees would still be incurred. Mr. Leventry stressed that the reductions he had recommended would not cause the District to lose anything from an operational standpoint, citing previous discussions with District Management on the matter.

Mr. Curley stated that he felt that his capital reductions in the provided chart misunderstood and misrepresented his suggestions. Mr. Curley stated that he felt that the vast majority of District Counsel fees, aside from Park Square matters, were under the Chairman’s control, and agreed with the Chair for the suggested reductions. Mr. Curley noted that the reductions for engineering were based upon the projects that the District had outstanding, though suggested that Cardno perform an estimate by project in order to get a better sense of the number. Mr. Leventry asked for clarification from Mr. Curley as to whether his suggested reductions for capital improvements were by $55,000 rather than $200,000, and Mr. Curley confirmed this to be the case. Mr. Curley opined that the
District was headed towards an extraordinarily tight budget, and added that he did not include a recommendation for budget cuts for the miscellaneous contingency fund due to his concerns on the matter. Mr. Curley stated that, following the logic of not increasing assessments to pay for capital projects, he believed that no increases should occur until 2031, when the 2001 bond would be paid off. Mr. Curley clarified that, while this would be possible, he was generally supportive of increasing assessments to cover capital projects in that light. Mr. Leventry clarified that his statement was specific to the current state of the economy, and was not to be construed as a blanket statement against increasing assessments until the 2001 bond would be paid off. Mr. Leventry additionally clarified that his suggestions did not completely eliminate the miscellaneous contingency fund, which still retained $150,000 following his recommended cuts, and pointed out that money would remain in the reserves as well.

Mr. Lockom distributed a spreadsheet and gave an overview of the increases the spreadsheet entailed. Mr. Lockom indicated that the sheet with proposed changes would result in an increase of about 11.5% over the previous year. Mr. Lockom listed out assessment amounts from the previous four fiscal years as a point of comparison. Mr. Lockom additionally pointed out the legal fees incurred thus far in the current fiscal year, and opined that the proposed reduction to $150,000 for the next fiscal year was not going to work, adding that 34 of the last 36 monthly bills from District Counsel were in excess of the $12,500 target amount needed to keep within $150,000 for the year. Mr. Lockom stated that he would be willing to consider the extent of the proposed changes if they could be meaningfully demonstrated. Mr. Lockom stated that he understood that residents would be concerned about increased assessments, but indicated a previous rip-rap and seawall issue that the District had previously been sued over. Mr. Lockom suggested following District Management’s recommendations.

Mr. Leventry acknowledged that the greatest expense in terms of legal fees had to do with ongoing negotiations with Park Square, and suggested that the reduced amount of fees would be a step towards making the Board act more cautiously in terms of seeking Counsel. Mr. Eckert stated that the negotiations with Park Square were just one of the expenses. Mr. Eckert advised that legal fees could be mitigated by the Board not getting involved in issues that were outside their core business when recommended by District Counsel. Mr. Eckert additionally noted that, following changes to coding for the monthly bills from the firm, much of the correspondence from Supervisors had been about ongoing projects rather than new ones, and suggested that this was a sign of discipline. Mr. Eckert stated that the more projects that could be crossed off of the Board’s list, the better off the District would be with regards to legal fees incurred.

Mr. Lockom asked whether Mr. Eckert felt that the proposed reductions of legal fees to $150,000 were reasonable. Mr. Eckert stated that the Board would be unlikely to receive the answers that they wanted in a timely manner, as with a flat fee per month, District Counsel would be obligated to strongly emphasize work on the highest priority projects of the Board. Mr. Eckert clarified that he believed that a figure of $150,000 was possible, but that the Board would end up seeing a significant slowdown based on the current projects. Mr. Lockom asked how fees would be affected if the Board did not undertake any new projects. Mr. Eckert opined that this would result in projects running under budget, and that this would not be successful under $20,000 per month unless prioritizations and delays were put in place for the various projects. Mr. Eckert acknowledged that the Park Square negotiations would be finished, but that this would be followed by a number of conveyances submitted to the District from Park Square that would still need to be handled.
Mr. Leventry noted that with the figure of $20,000 a month mentioned, the legal fees would come out to $240,000 for the fiscal year, which would save the District $10,000. Mr. Leventry noted that he would prefer for the District to save $50,000, and reiterated concerns about the economic outlook for the year and the need for a more prudent budget. Mr. Lockom indicated the conveyances from Park Square that would need to be worked on, and raised concerns about the proposed cuts for District Engineering resulting in the conveyances not being handled properly.

Mr. Leventry requested input from District Management. Ms. Thibault stated that based on historical spending on District Counsel and District Engineering, she did not see that the District should cut their two fees as drastically as had been recommended. Ms. Thibault indicated that at the previous meeting she had recommended a contingency fund for special projects or special needs, and suggested that this fund could be used for expenses discussed such as the conveyances. Ms. Thibault recommended that the Board isolate funds in such a manner so as to avoid running out of money in the budget, noting the necessity of District Counsel. Mr. Leventry asked Ms. Thibault for recommendations regarding specific changes to the budget. Ms. Thibault suggested reducing District Counsel fees to $210,000, moving $40,000 into the professional contingency line item, and potentially reducing District Engineering fees to $125,000, moving $25,000 into the professional contingency line. Ms. Thibault reiterated that any unspent money in the professional contingency fund could be allocated to other expenses. Mr. Leventry indicated that allocating funds away from fees into contingency funds did not result in a reduction to the overall budget, and Ms. Thibault clarified that these changes were to address the day-to-day spending by the District.

Mr. Wick recommended that the Board not look at the budget exclusively relative to the previous fiscal year, citing budgeting errors that had been made. Mr. Leventry clarified that his concerns were with regards to the increase in assessments from the previous fiscal year, and noted that in a normal year without the emergency and economic downturn created by COVID-19, he would be in support. Mr. Curley suggested that the Board do an interim cut that would be sent out to the community, and then finalize other potential cuts in subsequent months. Ms. Thibault advised that the purpose was to adopt a new proposed budget to send out a letter to the residents prior to the public hearing as required, and that in the span between the letter distribution and the public hearing, the District could incorporate further realized cost savings. Mr. Wick recommended following Ms. Thibault’s recommendations, and suggested that further efforts for cutting the budget by smaller amounts be saved for the next stage of budget consideration and discussion.

Mr. Maurer acknowledged the state of the economy, but questioned the demand for the significant cuts to the budget. Mr. Leventry stressed that the purpose was to mitigate increases in assessments to the residents in the community. Mr. Lockom indicated that the previous Board had had $1.2 million but was determined to give it back to the residents through a 10% reduction.

Exhibit 13: Presentation & Discussion of FY 21 Revised Budget & Approval of Changes to Revised Budget

Mr. Lockom made a motion to approve the high-water mark budget, and Mr. Wick seconded the motion.

During discussion of the motion, Mr. Leventry opined that the $250,000 allocated for capital projects within the budget was inappropriate.
On a motion by Mr. Lockom, seconded by Mr. Wick, with Mr. Lockom, Mr. Wick, and Mr. Maurer voting “AYE”, and Mr. Leventry and Mr. Curley voting “NAY”, the Board approved the high-water mark budget based on what was in the packet, resulting in an increase between 11.46% and 11.7%, allowing for line item changes for final approval in August, for the Harbor Bay Community Development District.

G. Exhibit 14: Consideration & Adoption of Resolution 2020-12, Declaring O&M Assessment & Setting Public Hearing

Mr. Eckert advised that the Resolution was to provide a notice to the residents of the potential increase to assessments for the next fiscal year based on the high-water mark, and setting a public hearing.

On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board adopted Resolution 2020-12, declaring O&M assessment & setting public hearing, for the Harbor Bay Community Development District.

H. Discussion on Second Addendum to Acquisition Agreement

Mr. Eckert stated that this item was included in order to gain input from the Supervisors on a number of issues. Mr. Eckert gave an overview of the current situation between Park Square and the District, where the District’s stance was against taking on infrastructure that has passed 50% of its useful life, which Counsel had been working through with Park Square. Mr. Eckert informed the Board that Park Square had recommended that infrastructure have at least three years of useful life, which he opined was a low amount. Mr. Eckert advised that there was no requirement within the acquisition agreement that infrastructure be new, but noted that a given number of years of useful life would allow the District to put funding into the reserves to deal with future associated issues that may arise. Mr. Eckert clarified this provision practically only deals with the infrastructure had been built by a prior developer and not yet conveyed to the District, and did not relate to newer areas such as Parcel #8 and Pocket #101. Mr. Eckert explained that he was requesting clarification from the Board as to the amount of pushback to be exerted with regards to Park Square’s suggestion of three years, and for a recommendation as to how many years as a minimum to aim for in negotiations. Mr. Eckert noted an additional issue, being that the District would be asking Park Square to contribute money in the event that the useful life for the infrastructure falls short, in the associated amount that the District would have collected for reserves during those years. Mr. Eckert clarified that the infrastructure in question would likely be ponds, roads, and sidewalks, rather than landscaping items.

Mr. Leventry asked for Mr. Lockom’s recommendations as liaison between the District and Park Square. Mr. Lockom suggested that five years would be a reasonable target to negotiate for. Mr. Eckert additionally recommended five years for the purpose of discussion, and noted that the length would not be a finalized number until the Board approves it at the July meeting.

Mr. Maurer questioned funds being placed into reserves in the light of previous discussions about tightening the budget. Mr. Leventry stated that the community was not complete in terms of infrastructure, and that Districts operated typically by maintaining infrastructure that was conveyed to them in a manner such as what was being discussed. Mr. Leventry noted that reserves would increase as more infrastructure needed to be maintained. Ms. Thibault stated that she was in agreement with the five-year term, and advised that the funds that would go into reserves could end up being a substantial amount, depending on the condition of the infrastructure received in conveyances.
Mr. Maurer raised concerns regarding the amount of funds to be allocated for infrastructure that should be conveyed in a fair state. Mr. Eckert stated that efforts were being made to mitigate this risk, and gave an example of the potential outcomes of a road conveyance. Mr. Eckert advised that he felt that Park Square was negotiating in good faith, and that negotiations had been making significant progress. Mr. Maurer asked for clarification as to Mr. Eckert’s recommendation, and Mr. Eckert stated that the recommendation was that items conveyed must have a minimum useful life of five years, and in the event that this is not met, a cash contribution would be made to be placed into reserves. The Board agreed to the five-year term.

Mr. Eckert asked the Board whether they would be comfortable with the cash contribution aspect of the proposal. Mr. Leventry asked Mr. Lockom for his input, and Mr. Lockom stated that he was comfortable with it.

Mr. Eckert informed the Board that Park Square had concerns about the $127,000 amount being spent to trim the mangroves on Tract C-1, noting that they felt that it was not a good use of funds in the community. Mr. Eckert stated that Park Square had received a proposal from Earth Tech to create windows, to trim down mangroves, and to remove all exotics. Mr. Eckert noted that the exotics were going to be removed before the District would take up the property, and indicated the issue was that Park Square wished to approve the Earth Tech proposal regarding the mangroves in lieu of the District’s Sun Coast proposal. Mr. Eckert gave an overview of the differences, stating that the Sun Coast proposal would trim down mangroves over time to 10 feet, whereas Earth Tech would create windows to allow for views of the water. Mr. Lockom indicated that the price of the Earth Tech proposal was comparable, and that the pricing could be a negotiating point with Park Square. Mr. Eckert advised that he would push back on the issue unless the Board wished to accept the Earth Tech proposal instead.

Mr. Maurer noted that he had visited the site and that the growth of the mangroves had surpassed the fronts of the houses. Mr. Maurer suggested trimming the mangroves at an angled line, and stated that he believed that the mangroves could be cut down in a way such that homes could have a view of the water. Mr. Eckert clarified that the question on the table was whether to agree with the Earth Tech proposal or push back in favor of the existing Sun Coast proposal for trimming the mangroves. Mr. Eckert said that he believed what he was hearing from the Board was a suggestion to push back, and Mr. Leventry asked Mr. Curley for additional input.

Mr. Curley added that Mr. Eckert had previously sent an email in September 2018 which had been copied to Mr. Johnston at Park Square Homes, which referenced the $127,000 amount. Mr. Curley noted that based on previous discussions he had had with Mr. Johnston, knowledge of this amount had been used in order to negotiate a lower acquisition price. Mr. Curley stated that he strongly believed that there should be a pushback, as Park Square had clearly been made aware of the total cost.

(Mr. Woodcock left the meeting at 8:38 p.m.)

Mr. Curley stated that there could be significant gaps in the addendum, and asked whether he should go over these with the Board at this time. Mr. Leventry recommended that the identified gaps be emailed to Mr. Eckert. Mr. Curley stated that one parcel had started to go through the conveyance process with Park Square, which had been added to the agenda 17 days after and approved at the October meeting subject to them performing work with Bermuda grass and irrigation. Mr. Curley expressed concerns regarding a comprehensive addendum, as well as the condition of various conveyances. Mr. Leventry reiterated his recommendation for the identified gaps to be emailed to Mr. Eckert, and noted that the conveyance document would be brought back in July.
I. Public Hearing on Rules Relating to Traffic & Parking Enforcement

- Open the Public Hearing

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved the opening of the public hearing on rules relating to traffic & parking enforcement, for the Harbor Bay Community Development District.

- Exhibit 15: Presentation of Rules Relating to Traffic & Parking Enforcement

Mr. Eckert noted that among the tracked changes, nearly all changes were based on Mr. Curley’s comments made at the previous meeting, as well as subsequent conversations with Mr. Collazo at the firm.

- Public Comments

There being no comments from the public, Supervisor and staff comments ensued.

Ms. Alfano noted that monitoring would be somewhat outside of their scope of service, but that they could take a look at it.

Mr. Maurer indicated that parking around the roundabouts was abused regularly, and encouraged highlighting the relevant rules and stressing that they would be enforced. Mr. Maurer additionally suggested installing signage at the entrance to community cul-de-sacs to keep people informed. Mr. Eckert clarified that the rules pertained to District-owned parking areas that were off of the streets, and that the parking issues that pertained to the roadways would be a County-specific enforcement issue. Mr. Maurer asked whether this included roundabouts, and Mr. Eckert advised that roundabouts were, in the District’s view, considered part of the District’s landscaping areas rather than the right-of-way, so comments regarding roundabouts were relevant whereas comments regarding cul-de-sacs were not. Mr. Eckert commented on parking in the cul-de-sac, and Mr. Eckert reiterated that this would be a County and HOA issue.

- Close the Public Hearing

On a motion by Mr. Leventry, seconded by Mr. Lockom, with all in favor, the Board approved the closure of the public hearing on rules relating to traffic & parking enforcement, for the Harbor Bay Community Development District.

J. Exhibit 16: Consideration & Adoption of Resolution 2020-13, Adopting Rules Relating to Traffic & Parking Enforcement

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board adopted Resolution 2020-13, adopting rules relating to traffic & parking enforcement, for the Harbor Bay Community Development District.
K. Public Hearing on Amended & Restated Amenity Rules

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board approved the opening of the public hearing on amended & restated amenity rules, for the Harbor Bay Community Development District.

- Exhibit 17: Presentation of Amended & Restated Amenity Rules
- Public Comments

There being no comments from the public, Supervisor and staff comments ensued.

Ms. Alfano noted that the amenity rules had previously been presented prior to the COVID-19 outbreak affecting operations. Ms. Alfano gave an overview of the amended and restated rules, noting changes to give the sales document a more appropriate focus with regards to amenities and benefits. Ms. Alfano noted an added option for a $35 fee to acquire a wand for gate access, and a recommendation for two complimentary cards and gate stickers for each new home. Ms. Alfano indicated that while there was no recommendation for a change to the monthly passport costs for unlimited fitness classes, suggested that a price range could be instituted depending on what was offered in the future.

Mr. Lockom indicated a need for increased fees, noting that this had been something he had discussed with the previous amenity management company.

Mr. Wick asked for clarification on the Teen Tune-Up program, particularly the language involving certification. Mr. Wick additionally asked about the four-foot distance requirement regarding food and drink by the pool. Ms. Alfano clarified that this four-foot edge of the pool was considered the wet deck area, and that it was a mandate from the Florida Department of Health that beverages were not to be consumed within the wet deck area.

Mr. Maurer indicated that he wished to remove some language regarding Boat Ramp access usage guidelines, such that the first paragraph of the guidelines only stated that “As per the permit requirements, the Boat Ramp is for the exclusive use of registered boats”, with the other sentences removed. Mr. Maurer noted previous statements during a case regarding equal assessments based on equal and shared access to amenities when explaining the removal, and stated that he wished to make it clear that the Boat Ramp could be used by registered boats that are not attached to a dock in the community’s waterways.

Mr. Eckert noted previous conversations with Mr. Maurer on the issue, and gave some background information regarding the case Mr. Maurer had referenced. Mr. Eckert advised that this could be a broader issue than editing the rules, noting potential issues with owners of multiple boats and consistency with existing permits and rules that the Board would need to go over with the District Engineer. Mr. Alfano additionally noted previous conversations with Mr. Maurer regarding fees.

Mr. Leventry questioned what the removal of the specific sentences would accomplish. Mr. Eckert clarified that Mr. Maurer’s intent was to allow for access for people who do not live on the water. Mr. Leventry opined that the removal of the two sentences would not necessarily accomplish this. Mr. Eckert stated that he would review the registration process for boats.
Ms. Alfano asked whether Mr. Maurer envisioned any additional fees related to the policy outside of the $550 annual fee and the $50 renewal fee. Mr. Eckert clarified that a policy for boat registration was currently in place, and was not proposed to change or include any additional fees at present. Mr. Maurer responded that he was not supporting additional fees. Mr. Eckert commented on potential overages, and Ms. Alfano suggested that they could take the issue out as an addendum item for separate consideration at the next meeting, as it did not pertain to new fees.

Mr. Curley stated that he believed that four car stickers should be given for free rather than two, noting that many homes in the community had three or four-car garages and were likely paying greater CDD fees. Mr. Curley additionally questioned the current fees for the Boat Ramp usage, noting legal and practical risks. Mr. Curley asked whether it would be possible for a waiver to be drafted to allow for short-term guests to use amenities for the duration of their stay, as he felt that current language would result in waivers needing to be signed for each day of use.

Mr. Joines relayed a question from an audience member, asking why the basketball and tennis courts were not operating through a reservation process as with other amenities. Mr. Curley stated for clarification that he believed that the question was related to the fees that guests needed to pay in order to use the tennis courts. Mr. Eckert noted that the standard wear and tear on tennis courts was different from the basketball courts and indicated maintenance costs for the District. Mr. Eckert additionally noted that he had not previously seen a reservation system generally implemented for basketball courts, and deferred to staff. Ms. Alfano asked if this was possible for outside guests to pay a separate fee to use basketball courts, and Mr. Eckert reiterated that he had not seen this, but noted similar implementations with regards to swimming.

Close the Public Hearing

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board approved the closure of the public hearing on amended & restated amenity rules, for the Harbor Bay Community Development District.

L. Exhibit 18: Consideration & Adoption of Resolution 2020-14, Amended & Restated Amenities Rules

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board adopted Resolution 2020-14, adopting amended and restated amenity rules, excluding changes to the number of stickers distributed to residents for cars, for the Harbor Bay Community Development District.

M. Exhibit 19: Discussion of COVID-19 Reopening Plan

Mr. Leventry stated that he was comfortable with the COVID-19 Reopening Plan presented by Vesta, based on prior discussions.

Mr. Lockom stated that the Board had hired and directed staff to follow the most stringent of local, county, and state guidelines regarding COVID-19 measures. Mr. Lockom questioned this item’s inclusion, and suggested that Mr. Curley discuss his concerns with the plan directly with the staff. Mr. Lockom additionally expressed concerns regarding the District’s liability should the Board continue to direct staff on items that had been discussed with District Counsel. Mr. Wick and Mr. Maurer agreed with Mr. Lockom’s assessment.
Mr. Curley noted the amount of money that the District was spending for staff to continue to oversee the District amenities. Mr. Curley stated that he felt that a number of other items involved various Supervisors advising staff members on various aspects of their jobs, and questioned why making comments on the COVID-19 Reopening Plan was off-limits.

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

- Exhibit 20: Presentation of Form 1 – Statement of Financial Interests
  
  Ms. Thibault stated that this item was included as a reminder to Supervisors to submit the form by July 1, 2020 or else be subjected to fines for delays.

- Discussion of Harbor Bay July Workshop Meeting Date
  
  Ms. Thibault noted that the District’s quarterly workshop would be scheduled for July 9, and asked the Board for input as to whether they wished to continue to table this workshop until the COVID-19 pandemic had cleared. Mr. Leventry deferred to District Counsel. Mr. Eckert noted that the Governor’s Executive Order allowing for meetings of local governmental bodies to occur via teleconference was scheduled to expire on June 30, and the possibility of extensions to this Order was unclear. Mr. Eckert advised that this resulted in a difficult situation for the requirement to provide public notice for the workshop. Mr. Eckert recommended that if the Board wished to hold the workshop in July, to get through the next two weeks in order to get a better sense of the situation, or else defer the workshop item until August. The Board opted to defer the workshop meeting until August.

D. General Manager & Field Operations Manager

- Exhibit 21: MiraBay Manager’s Report
  
  Ms. Alfano noted concerns being aired on social media by residents of Admiral Pointe regarding the condition of the Admiral Pointe clubhouse, which Mr. Lockom had engaged with. Ms. Alfano noted that a meeting was held shortly after with Mr. Lockom and a number of Admiral Pointe residents regarding installation of new items at the Admiral Pointe clubhouse such as fans and exterior lighting.

  Ms. Alfano additionally noted that Ms. Faldetta had received her notary kit, and that Vesta would be willing to offer notary services. Mr. Eckert advised that Florida Statute forbade any charge of greater than $10 for any notarized document, and that he did not see this as a District fee, advising that the District did not need to get involved. This should be an issue left up to Vesta and the notaries to work through.

- Exhibit 22: Pickleball Update
  
  Mr. Lockom advised that the Board would need to determine what the planned capital expenses were for the District as part of the August budget hearing and discussion. Mr. Lockom suggested that pricing on this item would be helpful in making a decision.

  Mr. Curley stated that he was not in support of placing the pickleball courts near the homes, adding that locations with proximity to the tennis courts or the basketball courts
would be a better option, considering a lack of support for the location close to residences. Mr. Curley opined that it would be useful to make a tentative decision on the locations. Mr. Lockom stated that he would be unable to make a decision until acquiring the full information, particularly with regards to pricing.

Ms. Alfano stated that she would be willing to take financial questions. Mr. Leventry directed Ms. Alfano to put the estimated costs in the packet. This item was tabled, to be brought back to the August meeting.

- Exhibit 23: Field Operations Report
  
  Mr. Lockom made a comment on the pool planters, indicating that they had been approved 16 months prior. Mr. Lockom directed Mr. Ivester to acquire the proposals within the not-to-exceed amount that had been approved by the Board.

- Exhibit 24: Consideration of Retention Pond Banks Proposal
  
  Mr. Ivester noted that he had received a report from District Engineering regarding retention ponds on the property, which indicated that the majority of ponds had been written up and needed maintenance. Mr. Ivester explained that this increased the scope significantly, and predicted that District Engineering would be bringing this to the next Board meeting for discussion. Mr. Ivester recommended that the Board table the next Exhibit, for consideration of the retention pond banks proposal. This item was tabled to the next meeting.

- Exhibit 25: Consideration of Pool Chemical Service Proposal
  
  Mr. Ivester noted that the proposal contained an estimated amount per month for pool services.

  Mr. Leventry made a motion to approve the pool chemical services proposal, and Mr. Lockom seconded the motion.

  During discussion of the motion, Mr. Wick asked whether this would refute services that were not part of the contract already. Mr. Leventry advised that it would be a reduction of costs.

  During discussion of the motion, Mr. Curley opined that the contract duration of five years appeared to be particularly long. Mr. Curley additionally indicated that Section 5 of the contract involved equipment being provided, which would result in a fee that the District would need to pay in the event of an early termination. Mr. Eckert clarified what was being approved was the proposal and stated the need to put together an acceptable pool chemical service agreement.

  On a motion by Mr. Leventry, seconded by Mr. Lockom, with Mr. Lockom, Mr. Leventry, Mr. Maurer, and Mr. Wick voting “AYE”, and Mr. Curley voting “NAY”, the Board approved the pool chemical service proposal, in the amount of $9,785.00, 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 Meeting Held on May 21, 2020

  B. Exhibit 27: Consideration of Operations & Maintenance Expenditures Check Register for May 2020
EIGHTH ORDER OF BUSINESS – Supervisor Requests

A. Exhibit 32: Discussion of Conveyance Standards Memo

Mr. Leventry recalled that the Board had previously held this discussion. Mr. Curley stated that this was an older memo that he did not request for inclusion in the agenda package. Mr. Eckert clarified that the Board had previously approved the additions to the conveyance standards per Mr. Curley’s requests, but that the memo included some additional actions that Mr. Curley was requesting staff to routinely take. Mr. Eckert opined that these particular actions had not explicitly been approved by the Board and stated that the Board should decide whether to mandate the other items in Supervisor Curley’s memo.

Mr. Curley stated that this seemed consistent with where the Board was going, and opined that this item’s inclusion did not make sense. No action was taken on the memo included in Exhibit 32.

NINTH ORDER OF BUSINESS – Audience Comments

A. Exhibit 33: Discussion of Street Tree Advisory Committee

Mr. Lockom questioned why this item was on the agenda. Mr. Lockom stated that putting items on the agenda was exclusive to Board members and staff members, and while residents may contact any member with requests for inclusion, residents did not get to put items on the agenda. Mr. Leventry added that this was a homeowners’ association issue, and not a CDD issue.

B. Staff Comments

Mr. Deary informed the Board that DPFG and Vesta Property Services would be merging into one company. Mr. Deary advised that this merger was a stock acquisition, and that no other change was anticipated contractually. Mr. Leventry asked whether DPFG’s name would change, and Mr. Deary reiterated that no change other than the stock acquisition would occur.

Ms. Cortina indicated that Vesta had some concepts for Outfitters that they would be willing to share if interest were to arise.

Mr. Eckert advised that Florida Senate Bill 1466 was before the Governor, who has until June 30 to act on the bill. Mr. Eckert gave an overview of the bill, explaining that the bill in its current
form would remove the requirement for the District to post meeting materials, the public facilities report, and the audit on the website. Additionally, it provides added protections for District Board members. Mr. Eckert stated that the firm would continue to monitor the status of the bill.

C. Supervisor Comments

Mr. Wick stated that the Board had approved the public facilities report, and noted that Mr. Curley had indicated concerns regarding wording that he now shared. Mr. Wick indicated language regarding rip rap around the lagoon being described as owned and maintained by the adjacent property owner, expressing concerns about the word “adjacent”. Mr. Eckert stated that this was one of the areas that he was sensitive to, as it was being discussed with Park Square. Mr. Wick thanked District staff regarding how they handled the hearing at the beginning of the meeting.

Mr. Maurer similarly thanked District staff, and raised a question regarding a Supervisor contacting CLM. Mr. Lockom explained that this was related to tree trimming.

Mr. Leventry stated that the conference room needed better technological solutions for aiding the Zoom meeting process, referencing the conference call being dropped during the public hearing on amended and restated amenity rules. Ms. Alfano noted that a proposal was to be brought in the next meeting for an update to the phone system, as well as wireless microphones.

Mr. Leventry additionally noted a request brought to his attention by the witnessing resident from the hearing on amenity suspension, on an unrelated issue regarding a trespasser. Mr. Leventry requested that Supervisors bring copies of the meeting agendas to the meetings.

TENTH ORDER OF BUSINESS – Adjournment

On a motion by Mr. Leventry, seconded by Mr. Maurer, with all in favor, the Board, at 9:56 p.m., adjourned the meeting for the Harbor Bay Community Development District.

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Assistant Secretary

Chair / Vice Chair