



Harbor Bay Community Development District

Daniel Leventry, Chairman

Tim Nargi, Vice Chairman

Trisha Nesse-Wyssbrod, Assistant Secretary

Dean Walters, Assistant Secretary

Michael Rodríguez, Assistant Secretary

February 15, 2024

AGENDA

Harbor Bay Community Development District

Meeting Agenda

Seat 2: Daniel Leventry - C	
Seat 4: Tim Nargi - VC	
Seat 5: Trisha Nesse-Wyssbrod - AS	
Seat 1: Michael Rodriguez - AS	
Seat 3: Dean Walters - AS	

Thursday
February 15, 2024
6:00 p.m.

MiraBay Clubhouse Lagoon Room
107 Manns Harbor Drive
Apollo Beach, FL 33572

Zoom Link: <https://us06web.zoom.us/j/2098354607>

Meeting ID: 209 835 4607

Passcode: q8H0Vc

Phone: 929-205-6099

Board of Supervisors Meeting

- I. **Call to Order/Roll Call**
- II. **Pledge of Allegiance**
- III. **Audience Comments on Agenda Items**
- IV. **Business Items**
 - A. Report from Matt Davis
 - B. LT Kim Weekly Reports
 - C. Mirabay Visual Inspection Report
 - D. Update from Sang Lee, Lighthouse, and Counsel on Park Square Turnover
 - E. Public Hearing on Waterways, Resolution 2024-05
- V. **Staff Reports**
 - A. **District Counsel**
 - 1. Consideration of Updated Security Proposals from Securiteam & Envera
 - 2. Consideration of Encroachment Agreement for 5702 Tybee
 - 3. Discussion of Amenity Rules & Procedures & Setting a Public Hearing Date for March 21, 2024
 - 4. Dock Discussion:
 - a. 1014 Signet
 - B. **District Engineer**
 - 1. Presentation of Lighthouse Engineering Schedules
 - 2. Update on Ibisview Seawall Warranty
 - C. **District Manager**
 - 1. Budget Workshop Meeting Date – April 30th or May 1st

D. Field Operations Manager & Amenity Manager

1. Amenity Manager Report
2. Field Operations Manager Report
 - a. Consideration of Aquatic Maintenance Bids
 - b. Consideration of Proposal for Re-Build of South Fountain
 - c. Consideration of Proposal from LT Kim for Landscape Mulch

VI. Consent Agent Items / Business Administration

- A. Minutes of the January 18, 2024 Meeting
- B. January 2024 Check Register
- C. January 2024 Financial Statements
- D. Dock & Lift Application Review:

VII. Supervisor Requests

VIII. General Audience Comments

IX. Adjournment

SECTION IV

Subsection B

MIRABAY LANDSCAPING STATUS REPORT

LEE TE KIM LANDSCAPE & LAWN CARE, INC.

127 16TH AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

DATE: JANUARY 22, 2024

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 1/15/2024

- Admiral Point Drive
 - Balibay Road
 - Beacon Sound
 - Covesound Way
 - Fishersound
 - Golden Isle Drive
 - Ibis View Lane
 - Islebay Drive
 - Loon Nest Court
 - Manns Harbor Drive
 - Merritt Island Drive
 - Mirabay Blvd.
 - Point Harbor Lane
 - Sea Grass
 - Sea Trout Place
 - Sea Turtle Place
 - Skimmer Drive
 - Tortoise Place
 - Tybee Island Drive
 - Shell Creek Court
 - Berm along SR 41
 - Club
 - Landings Park
 - Playground
 - Tennis Court
-
- Trimmed bushes and palm trees in multiple locations listed above.
 - Hand pulled weed and cleaned up plant beds in multiple locations listed above.
 - Picked up trash in multiple locations listed above.

MIRABAY LANDSCAPING STATUS REPORT

LEE TE KIM LANDSCAPE & LAWN CARE, INC.

127 16TH AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

DATE: JANUARY 29, 2024

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 1/22/2024

- Admiral Point Drive
 - Balibay Road
 - Golden Isle Drive
 - Ibis View Lane
 - Islebay Drive
 - Manns Harbor Drive
 - Merritt Island Drive
 - Mirabay Blvd.
 - Sea Trout Place
 - Sea Turtle Place
 - Skimmer Drive
 - Tortoise Place
 - Tybee Island Drive
 - Berm along SR 41
 - Club
 - Landings Park
 - Playground
 - Tennis Court
-
- Trimmed bushes and palm trees in multiple locations listed above.
 - Hand pulled weed and cleaned up plant beds in multiple locations listed above.
 - Picked up trash in multiple locations listed above.

MIRABAY LANDSCAPING STATUS REPORT

LEE TE KIM LANDSCAPE & LAWN CARE, INC.

127 16TH AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

DATE: FEBRUARY 5, 2024

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 1/29/2024

- Admiral Point Drive
 - Balibay Road
 - Golden Isle Drive
 - Islebay Drive
 - Manns Harbor Drive
 - Mirabay Blvd.
 - Point Harbor Lane
 - Sea Grass
 - Skimmer Drive
 - Tortoise Place
 - Tybee Island Drive
 - Berm along SR 41
 - Club
 - Landings Park
 - Playground
 - Tennis Court
-
- Trimmed bushes and palm trees in multiple locations listed above.
 - Hand pulled weed and cleaned up plant beds in multiple locations listed above.
 - Picked up trash in multiple locations listed above.

MONTHLY STATUS REPORT

LEE TE KIM LANDSCAPE & LAWN CARE, INC.

127 16TH AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

DATE: FEBRUARY 9, 2024

REPORT SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

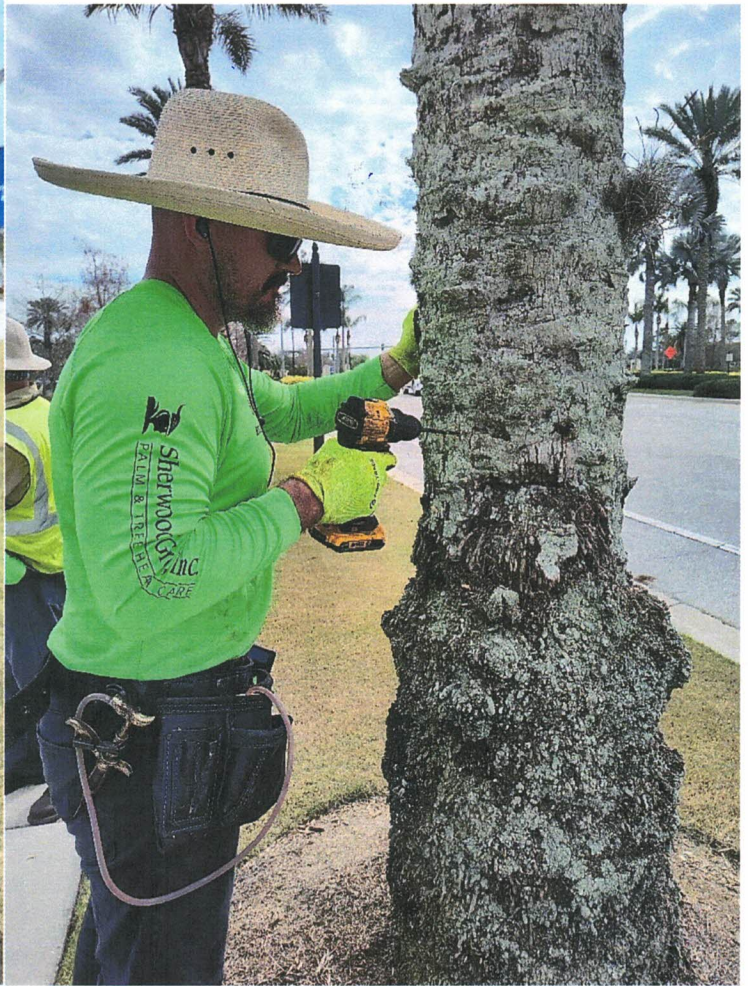
WORK PERFORMED FROM 1/15/2024-2/09/2024:

IRRIGATION: Thankfully there are no emergency irrigation repairs to report this month. During our routine maintenance, monitoring, and inspections of the irrigation system, we discovered bolts that needed to be tightened at Station #1. We were able to notify the appropriate vendor who acted before any problems could arise from this.

TURFGRASS MANAGEMENT: The first out of three applications of additional fertilizer for the purpose of Turf Repair has already been applied. As we have mentioned before, the cost of the additional fertilizer is nothing compared to the cost of having to replace the SOD. Additional Turf Repair was made necessary in the Balibay Boat Lift Area from another vendor parking their service vehicle in an undesignated area. The additional cost of this turf repair was paid for by the vendor and wasn't an additional expense to the community.

During the first weekend of February, the Palm Trees were tagged and treated with the first quarter of Palm Tree Injections. The quarterly injection of OTC / Oxytetracycline greatly reduces the chance of infection by the Lethal Bronzing Disease. While the biannual injection of Emamectin Benzoate greatly reduces the chance of infestation of Palmetto Weevils.

The only new proposal submitted this month for consideration is the one for an additional 1,000 cubic yards of mulch, which would be used throughout the CDD property, except for the Highway 41 Berm Area. The Landings Park washed shells project has been completed as well as the installation of (2) Screw Pines on Skimmer Drive. We are eager to start during the week of February 19th, the Highway 41 Berm Plantings project, that was approved at the last board meeting.



KIM'S LANDSCAPE & LAWN CARE

127 16th Avenue S.W.
Ruskin, Fla. 33570
(813) 645-1769

PROPOSAL

FEBRUARY 7, 2024

PROPOSAL SUBMITTED TO:

Harbor Bay CDD
107 Manns Harbor Drive
Apollo Beach, Florida 33572
(813) 649-1500 ext. 131 or 133

WORK TO BE PERFORMED AT:

Mirabay

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF: **LANDSCAPING FOR MIRABAY**

➤ 1,000 yards of Mulch @ \$85.00 a yard

\$85,000.00

All trees and shrubs shall be Fla. grade # 1. Trees are guaranteed for six months and shrubs for three months (annuals, perennials, and transplants excluded). "Acts of nature," such as flood, freeze, drought, excessive winds, and or improper care or vandalism voids guarantee.

This proposal is good for 30 days and plants based on availability at time of installation.

- There is no guarantee without a fully functioning automatic irrigation system.
- Sunshine locate will locate all public utility lines at no charge.
- Kim's is not responsible for private line or private wiring being broken.
- Additional costs for labor and materials may be necessary due to unforeseen underground obstacles such as buried tree stumps, clay and hardpan, concrete or other buried objects.
- Plan and design is the property of Kim's Landscaping

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Eighty-Five Thousand Dollars \$85,000.00
with payments to be as follows: **50% down and balance due upon completion**

Respectfully Submitted: 02/7/2024

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____

SIGNATURE _____

MIRABAY LANDSCAPING STATUS REPORT

LEE TE KIM LANDSCAPE & LAWN CARE, INC.

127 16TH AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

DATE: FEBRUARY 12, 2024

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 2/05/2024

- Admiral Point Drive
 - Balibay Road
 - Golden Isle Drive
 - Ibis View Drive
 - Islebay Drive
 - Loon Nest Court
 - Manns Harbor Drive
 - Mirabay Blvd.
 - Skimmer Drive
 - Tybee Island Drive
 - Berm along SR 41
 - Club
 - Landings Park
 - Playground
 - Tennis Court
-
- Trimmed bushes and palm trees in multiple locations listed above.
 - Hand pulled weed and cleaned up plant beds in multiple locations listed above.
 - Picked up trash in multiple locations listed above.

SECTION IV

Subsection C

Who: Field Operations Manager

What: Landscape Visual Inspection Report

When: 02/15/24

Budget Impact N/A

Decision: N/A

MiraBay Visual Inspection Sheet

Month/Period: October - Property Inspection Lee T Kim date 02/07/2024

LANDSCAPE MAINTENANCE	Refer to Contract Page(s):	Schedule	Observations (Previous)	Observations (Current)
TURF MOW: grass height, patterns changed, free of grass clumps, and landscape debris	15,16,17,18	Weekly March to Nov Bi-weekly Nov to Apr	All CDD areas mowed	All CDD areas are mowed
TURF FERTILITY: dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking	21,22	Per schedule outlined in Part 2 of the agreement	Still some areas are not coming back, Some new Sod has been rplaced and fertilizer put down in other areas	Fertilizer has been applied, Waiting for growth
TURF EDGING: sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines	16,18	Weekly	Edging is complete	Edging is complete
WEED CONTROL – TURF AREAS (reasonably free of weeds)	15,17	Weekly	Seeing less weeds in general	Seeing less turf weeds
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	15,24	Weekly	No signs of pests	No signs of pests
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	16,22	Weekly	Still monitoring areas of concern	Still monitoring areas of concern
WEED CONTROL – BED AREAS (reasonably free of weeds, satisfactory detail no evidence of chemical edging)	16,17,18	Weekly	Weeds are getting better	Still seeing less weeds all together
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	17,24	Weekly	All insects have been treated	No signs of pests
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	16,17	Palm tree trimming monthly, all other trimming as needed	90% done friut removal on Palms	Negligible fruit on Palms
CLEANLINESS (debris free, leaf litter, landscape debris)	15,17,18	Weekly	Approved cleanliness	Community is looking so much better
MULCHING (distributed appropriately, bare areas, recommended is 3")	28	At least annually	N/A	N/A
WATER/IRRIGATION MANAGEMENT	26,27	Weekly	Irrigation is under control	Irrigation is staying under control
PRIOR MAINTENACE ITEMS ADDRESSED	3	Weekly	Some ongoing repairs	Still some ongoing repairs
ANNUALS (appearance, deheading/pruning)	29	Dec,March,June,Sep	Annuals are planted	Annuals are planted

DATE OF INSPECTION: 02-07-2024

SECTION IV

Subsection E

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AMENDING THE RULE REGARDING DISTRICT WATERWAYS AND BOATING FACILITIES (AMENDED AND RESTATED OCTOBER 19, 2023); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to amend by resolution the *Rule Regarding District Waterways and Boating Facilities (Amended and Restated October 19, 2023)* as previously adopted by the District in order to incorporate the MiraBay Master Dock Plan for Canal Lots which was recently updated by HALFF Engineering in December 2023; and

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

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

SECTION 1. Composite Exhibit C to the *Rule Regarding District Waterways and Boating Facilities (Amended and Restated October 19, 2023)* is hereby amended by replacing the MiraBay Master Dock Plan for Canal Lots with the MiraBay Master Dock Plan for Canal Lots updated by HALFF Engineering in December 2023.

SECTION 2. The *Rule Regarding District Waterways and Boating Facilities (Amended and Restated October 19, 2023)*, including Composite Exhibit C as hereby amended ("**Amended Rule**"), is hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Amended Rule, including all exhibits, is attached hereto as **Exhibit A**. The Amended Rule shall stay in full force and effect until such time as the Board of Supervisors may amend this rule in accordance with Chapter 190, Florida Statutes.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of February, 2024.

ATTEST:

**HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

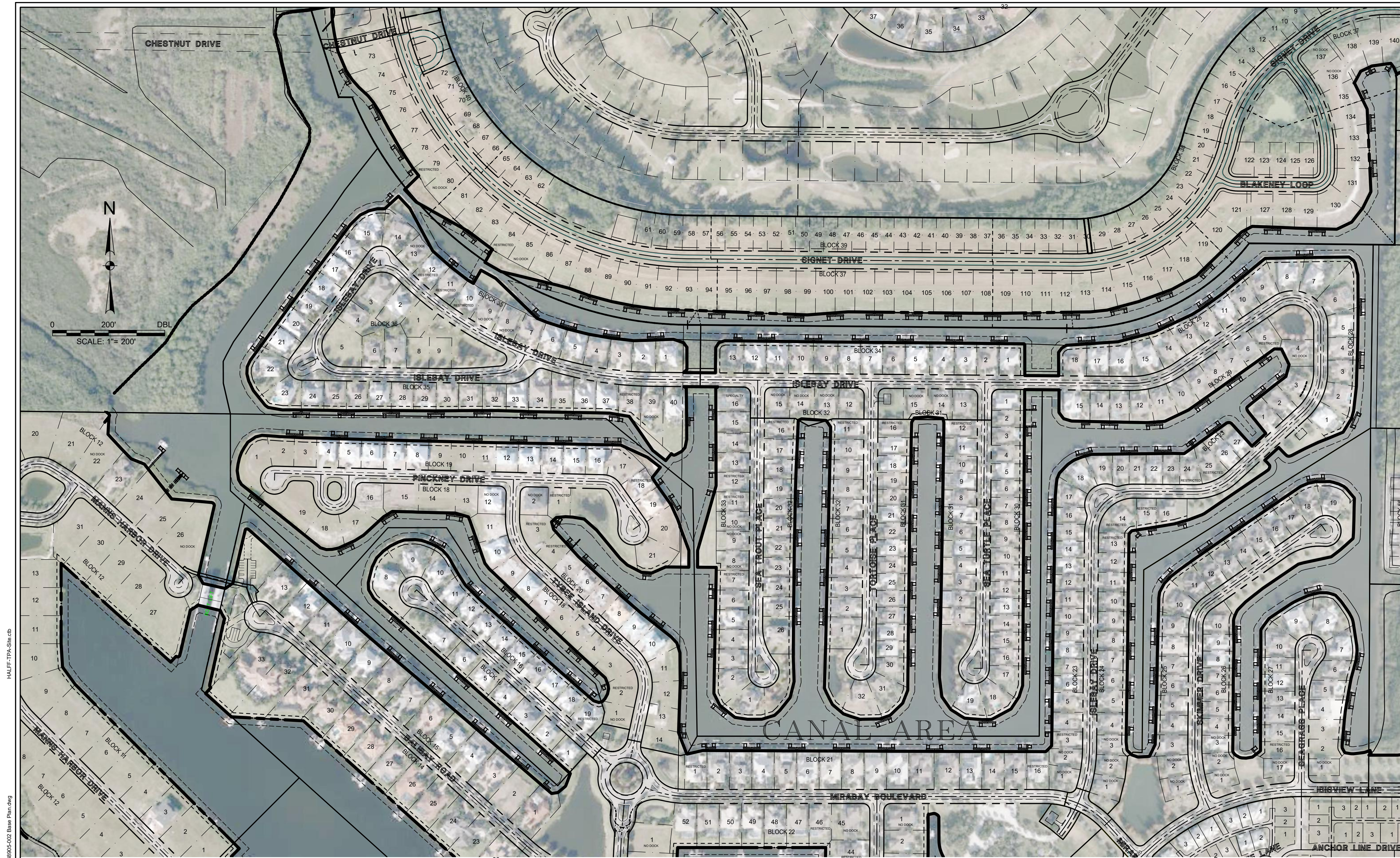
Chair, Board of Supervisors

Exhibit A: Amended Rule

1:\38905\38905\02\CADD\Sheets\TPA\38905-002 Base Plan.dwg

Shawn Reganator

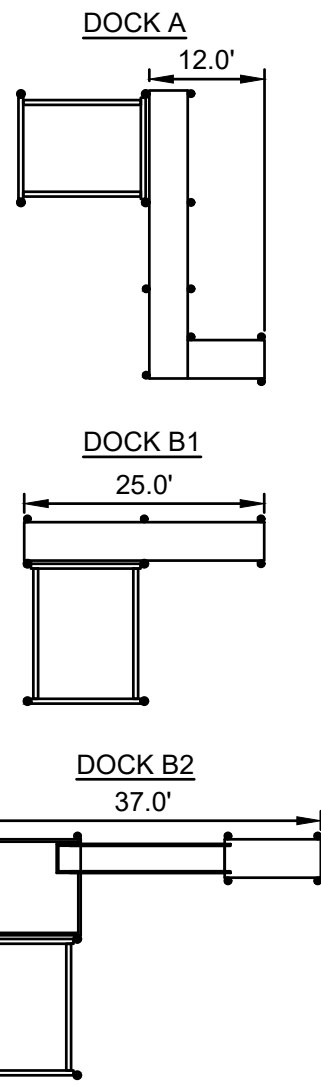
1/26/2023 3:25:46 PM



NOTE: THIS DOCK EXHIBIT IS A GUIDANCE DOCUMENT FOR DEPICTING APPROXIMATE DOCK LOCATIONS AND MAINTAINING A DOCK INVENTORY, AND IS NOT INTENDED FOR CONSTRUCTION. SITE-SPECIFIC CONDITIONS AND SURVEYS FOR EACH LOT NEED TO BE EVALUATED BY THE DOCK CONTRACTOR AND FACTORED IN TO THE DOCK DESIGN AND CONSTRUCTION PLANS. MINOR DEVIATIONS TO THE PLAN EXHIBIT MAY BE MADE TO ADDRESS SITE-SPECIFIC CONDITIONS WITH APPROVAL. PERMITS AND APPROVALS ARE REQUIRED PRIOR TO CONSTRUCTION OF A DOCK.

NOTE: UPON APPROVAL, FLOATING DOCKS MAY BE SUBSTITUTED WITH FIXED DOCKS.

LENGTH VARIANCE: MAXIMUM VARIANCE IN FEET TO BE CONSIDERED FOR DOCK LENGTH TYPES OF VARIANCE:
SPECIALTY: SPECIAL DIMENSIONS, TO BE FIELD DETERMINED.
RESTRICTED: DOCK ACCESS AND BOAT LENGTH RESTRICTIONS.
UNDETERMINED: LENGTH VARIANCE WAS NOT ABLE TO BE DETERMINED AS NO INFORMATION WAS PROVIDED FOR THE EXISTING CANAL/SEAWALL ACROSS FROM THE DOCK.



BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES					
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25	14	A	3		27	12	A	0		29	4	NONE	0	No Dock	30	16	A	1		31	24	A	3		32	19	A	4		34	4	A	1		35	18	A	5		37	77	A	5		37	104	A	1		37	131	A	0	
25	15	A	3		27	13	A	0		29	5	A	0	Restricted	30	17	A	1		31	25	A	3		32	20	A	4		34	5	A	1		35	19	A	5		37	78	A	5		37	105	A	1		37	132	A	0	
25	16	A	3		27	14	A	0		29	6	A	0		30	18	A	3		31	26	A	3		32	21	A	4		34	6	A	1		35	20	A	5		37	79	B1	0	Restricted	37	106	A	1		37	133	A	0	
25	17	A	3		27	15	A	0		29	7	A	2		30	19	A	3		31	27	A	3		32	22	A	4		34	7	A	1		35	21	A	5		37	80	NONE	0	No Dock	37	107	A	1		37	134	A	0	
25	18	A	5		27	16	B1	0	Restricted	29	8	A	2		31	1	A	3		31	28	A	3		32	23	A	4		34	8	A	1		35	22	A	5		37	81	A	0		37	108	A	1		37	135	A	0	
25	19	A	5		27	17	NONE	0	No Dock	29	9	A	3		31	2	A	3		31	29	A	5		32	24	A	4		34	9	A	1		35	23	A	0		37	82	A	5		37	109	A	1		37	136	NONE	0	No Dock
26	1	NONE	0	No Dock	28	1	A	5		29	10	A	3		31	3	A	3		31	30	A	5		32	25	A	4		34	10	A	0		35	24	A	0		37	83	A	5		37	110	A	2		37	137	NONE	0	No Dock
26	2	NONE	0	No Dock	28	2	A	5		29	11	A	2		31	4	A	3		31	31	A	4		32	26	A	5		34	11	A	0		35	25	A	0		37	84	B1	0	Restricted	37	111	A	2		37	138	B1	0	
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26	9	A	0		28	9	A	4		30	3	A	5		31	11	A	3		32	6	A	4		33	7	A	0	Restricted	35	5	A	5		35	32	A	3		37	91	A	5		37	118	A	0						
26	10	A	0		28	10	A	4		30	4	A	5		31	12	B1	0	Restricted	32	7	A	4		33	8	NONE	0	No Dock	35	6	A	5		35	33	A	3		37	92	A	1		37	119	A	4						
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27	5	A	5		28	15	A	4		30	9	A	2		31	17	A	3		32	12	NONE	0	No Dock	33	13	A	5		35	11	B1	0	Restricted	35	38	B1	0	Restricted	37	97	A	0		37	124	NONE	0	No Dock					
27	6	A	0		28	16	A	4		30	10	A	2		31	18	A	3		32	13	NONE	0	No Dock	33	14	A	5		35	12	B1	0	Restricted	35	39	NONE	0	No Dock	37	98	A	0		37	125	NONE	0	No Dock					
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27	8	A	3		28	18	A	3		30	12	A	2		31	20	A	4		32	15	NONE	0	No Dock	33	16	B1	0	Specialty	34	1	B1	0	Specialty	35	41	A	5		37	100	A	0		37	127	A	0						
27	9	A	3		29	1	A	1		30	13	A	2		31	21	A	3		32	16	B1	0	Restricted	34	2	A	1		35	15	A	5		37	74	A	5		37	101	A	0		37	128	A	0						
27	10	A	0		29	2	A	1		30	14	A	1		31	22	A	3		32	17	A	4		34	2	A	1		35	16	A	5		37	75	A	5		37	102	A	1		37	129	A	0						

CANAL DOCK INVENTORY

BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES
12	22	NONE	0	No Dock	16	10	A	5	
12	23	B2	Specialty		16	11	B2	Specialty	
12	24	B2	Specialty		16	12	A	1	
12	25	B2	Specialty		16	13	A	0	
12	26	NONE	0	No Dock	16	14	A	0	
15	1	A	0		16	15	A	0	
15	2	A	0		16	16	A	0	
15	3	A	0		16	17	A	0	
15	4	A	0		16	18	A	0	
15	5	A	0		16	19	B1	Specialty	Restricted
15	6	A	1		16	20	NONE	0	No Dock
15	7	A	1		16	21	B1	Specialty	Restricted
15	8	A	3		16	22	A	0	
15	9	A	3		16	23	A	0	
15	10	A	3		16	24	A	0	
15	11	A	3		16	25	A	0	
15	12	A	5		16	26	A	0	
15	13	A	5		16	27	A	0	
16	1	A	0		16	28	A	0	
16	2	A	0		16	29	A	0	
16	3	A	0		16	30	A	0	
16	4	A	0		16	31	A	0	
16	5	A	1		16	32	NONE	0	No Dock
16	6	A	1		16	33	A	5	
16	7	A	3		16	34	A	5	
16	8	A	3		16	35	A	1	Restricted
16	9	A	5		16	36	A	5	

BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES
18	18	A	5		20	5	A	1	
18	19	A	4		20	6	A	1	
19	1	A	4		20	7	A	1	
19	2	A	0		20	8	A	1	
19	3	A	0		20	9	A	5	
19	4	A	0		20	10	A	5	
19	5	A	0		20	11	A	5	
19	6	A	0		20	12	A	5	
19	7	A	0		20	13	A	5	
19	8	A	1		20	14	B1	0	
19	9	A	1		21	1	B1	0	Restricted
19	10	A	3		21	2	A	5	
19	11	A	3		21	3	A	2	
19	12	A	3		21	4	A	2	
19	13	A	3		21	5	A	5	
19	14	A	3		21	6	A	5	
19	15	A	3		21	7	A	5	
19	16	A	2		21	8	A	5	
19	17	A	2		21	9	A	4	
19	18	B1	0	Restricted	21	10	A	5	
19	19	A	5		21	11	A	5	
19	20	A	5		21	12	A	5	
19	21	A	3		21	13	A	3	
20	1	Specialty	0	Restricted	21	14	A	5	Restricted
20	2	NONE	0	No Dock	21	15	A	5	
20	3	Specialty	0	Restricted	21	16	B1	0	Restricted
20	4	A	0	Restricted	23	1	NONE	0	No Dock

Harbor Bay Community Development District
Rule Regarding District Waterways and Boating Facilities
(Amended and Restated October 19, 2023 and
Amended February 15, 2024 as to Exhibit C only)

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 19, 2023 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following amended and restated rules to govern the use and operation of vessels upon the District's waterways, use of the District's boating facilities, and construction and use of water fixtures within community waterways.

1. **Introduction.** This rule addresses the terms and conditions associated with use and operation of vessels upon the District's waterways; use of boating facilities, including the Boat Ramp (defined below) and the Boat Lift (defined below); and construction and use of Water Fixtures (defined below) within the MiraBay lagoon and MiraBay canal system. This rule is intended to address and implement, among other things: (a) the terms of that certain Amended, Restated and Updated Settlement Agreement between Park Square Enterprises, LLC and the Save the Manatee Club, Inc., joined by the MiraBay Homeowners Association, Inc. and Harbor Bay Community Development District dated January 1, 2022, and (b) that certain Manatee Protection Plan prepared by W. Dexter Bender & Associates, Inc., revised September 2000, a copy of which is attached hereto as **Exhibit A**.
2. **Vessel Registration and Operation.**
 - a. **Operating Permit Requirement.** All owners of any vessel, as said term is defined in s. 327.02(43), Fla. Stat. (2021), including but not limited to, motorboats, personal watercraft, and sailboats, but not including paddleboards, kiteboards, surfboards with an affixed sail, canoes, kayaks and non-motorized rowboats, shall first register and obtain a written Operating Permit (defined below) from the District for the vessel before such vessel may (i) operate upon waterways operated or maintained by the District including the MiraBay lagoon and the MiraBay canal system and (ii) utilize boating facilities operated by the District including the boat lift between the MiraBay canal system and MiraBay lagoon ("Boat Lift") and the boat ramp ("Boat Ramp"); provided, however, that a one-time use of the Boat Lift for a vessel without an Operating Permit may be permitted by the District at the discretion of the District Manager.
 - b. **Patron Requirement.** No vessel may be registered under this rule unless the owner of such vessel is a "**Patron**" of the District (as defined under the District's Amended and Restated Amenity Rules Handbook ("Amenity

Rules”). All applicants shall furnish proof that the applicant qualifies as a Patron. Prior to issuance of an Operating Permit, the District Manager shall require proof of insurance coverage for the vessel in amounts approved by the District Manager together with proof of the current registration of the vessel with the State of Florida in accordance with the requirements of Ch. 328, Fla. Stat. (2021); provided, however, that no proof of insurance coverage or state registration shall be required if the vessel is exempt from being required to be titled as provided by s. 328.03, Fla. Stat.

- c. Submission of Application. Application for a permit to operate a vessel upon District operated waterways (referred to herein as an “Operating Permit”) shall be submitted by an owner to the District Manager who shall have the authority to approve or deny such application in accordance with the provisions of this rule. Application for an Operating Permit shall be made using the form thereof attached hereto as **Exhibit B**. The District Manager shall issue an Operating Permit for a vessel if the requirements of this rule are satisfied.
- d. Limitation on Certain Permits. At no time shall more than four hundred fifty (450) Operating Permits be issued by the District to Power Boats (defined herein) which are authorized to operate within the MiraBay canal system. Further, at no time shall more than three hundred (300) Operating Permits be issued by the District to Power Boats which are authorized to operate within the MiraBay lagoon. For purposes of this rule, a “**Power Boat**” shall mean any vessel as defined by s. 327.02(43), Fla. Stat. (2021), that is equipped with machinery for propulsion having a rated horsepower in excess of fifteen (15) bhp, but shall not include any sailboat whose primary form of propulsion is wind. After the first Operating Permit is issued for a Power Boat for a lot (“Permit #1”), any Operating Permits issued for that lot for additional Power Boats to be registered while Permit #1 is still in use shall be revocable by the District at any time, in the sole discretion of the District (“Additional Operating Permits”). If a Power Boat is not docked at the registered owner’s property, then the District shall require a written letter of permission from the lot owner who is the owner of the lot at which the Power Boat is docked. Applying for an Additional Operating Permit for a lot while Permit #1 is still in use shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation. This discretionary revocation shall not be applicable if the applicant is simply replacing the Power Boat subject to Permit #1, resulting in the applicant still having only one Operating Permit for one Power Boat for a lot. Nothing under this rule shall serve as a finding that the rental or use of lot owner’s dock is consistent with any zoning regulations, homeowner’s association rules or any other law or regulation.

- e. Display of Permits. All Operating Permits and any other permit(s) that may be issued by the District to a vessel under this rule must be posted on the permitted vessel in a manner such that they are plainly visible.
- f. Permit Fees. All Power Boats applying for an Operating Permit under this rule shall pay a one-time initiation fee and thereafter shall pay an annual renewal fee, which shall be due and paid on or before March 1 of each year, as identified below. If an owner of a lot sells a Power Boat and replaces it with another to be kept at the same lot, no additional initiation fee is due. Once an initiation fee has been paid by an owner for a Power Boat to be kept at a specific lot, that lot is deemed to have paid the initiation fee in perpetuity for one Power Boat; provided however, if the owner of the lot that paid the initiation fee moves to another home within the District, the owner shall have the option of transferring the credit for the initiation fee to the new address, and in such circumstance, the old address will no longer be deemed to have paid the initiation fee in perpetuity for one Power Boat.

Initiation Fee per Power Boat	Annual Fee per Power Boat	Fee for Certificate Replacement
\$500.00	\$25.00	\$25.00

- g. Use of Operating Permit Fees. All fees received by the District in accordance with sub-section 2.f. above shall be used in accordance with the requirements of that certain Amended, Restated and Updated Settlement Agreement dated January 1, 2022.
- h. Grandfathering Provision. Any vessel which has been registered pursuant to a registration program administered by the MiraBay Homeowners Association, Inc. prior to the effective date of this rule shall be entitled to registration and an Operating Permit under this rule upon furnishing evidence of such registration to the District Manager. Further, no initiation fee shall be payable for any Power Boat which was previously registered under any registration program administered by the MiraBay Homeowners Association, Inc.
- i. Adoption of Procedures. If necessary or appropriate, the Board of Supervisors of the District shall be authorized to adopt procedures to regulate issuance of Operating Permits in a manner consistent with this rule.
- j. Training Requirement. All Operating Permit applicants must complete a boater safety class approved by the Florida Fish and Wildlife Conservation Commission within ninety (90) days of issuance of an Operating Permit under this rule. Failure to furnish evidence of completion of such class to the District Manager within such period shall constitute grounds for suspension of the Operating Permit.

3. **Approval of Water Fixtures.** No Water Fixture may be constructed, altered or added to within the MiraBay lagoon and the MiraBay canal system except in accordance with the following requirements.
- a. **Water Fixture Defined.** For purposes of this rule, “Water Fixture” shall mean and refer to any device for docking, tying up, suspending, securing, lifting or hoisting a vessel on, in or over water, and any improvement which allows a person to walk, stand or sit above the surface of water, including, but not limited to, a dock, pier, gazebo, boathouse, or sun deck or a hoist, lift, rack, davit, bumper or dolphin for a vessel; the term shall include any piling or surface located on, in or over water, even if it is not utilized for docking a vessel (such as a dock used only for fishing, swimming or lounging); the term shall also include any portion of a Water Fixture which may be located within the boundaries of any lot bordering the MiraBay lagoon or the MiraBay canal system, including but not limited to, supports, boardwalks, and handrails which are an integral part of a dock; however, the term shall not include the Boat Lift or any seawall system or component thereof operated and maintained by the District.
 - b. **Acceptance of Master Dock Plans.** The MiraBay Master Dock Plan for Canal Lots prepared by HALFF, dated December 2023 and bearing Sheet Numbers C-01 (“Canal Lots Master Dock Plan”) and the MiraBay Master Dock Plan for Lagoon Lots prepared by HALFF, dated August 2020 and bearing Sheet Numbers C-01 (“Lagoon Lots Master Dock Plan,” and together with the Canal Lots Master Dock Plan, “Master Dock Plans”), both of which are attached hereto as **Composite Exhibit C**, are hereby accepted. The Canal Lots Master Dock Plan shall govern the type and length of Water Fixture which may be constructed from any lot bordering the MiraBay canal system, and the Lagoon Lots Master Dock Plan shall govern the type and length of Water Fixture which may be constructed from any lot bordering the MiraBay lagoon. The Master Dock Plans shall also govern the maximum length of vessels that may be secured or docked at any Water Fixture within the area covered by that dock plan.
 - c. **Application and Permit Required.** Prior to construction, alteration, or addition of any Water Fixture from any lot bordering either the MiraBay lagoon or the MiraBay canal system, the owner of such lot and/or the developer of the MiraBay Community shall submit a completed “Request for Review of Dock & Boat Lift Plans” in the form attached hereto as **Exhibit D** together with all submittals required thereby to the District Manager (“Application”). No Water Fixture may be constructed, altered, or added until the District’s Board of Supervisors, or its designee, has approved the Application and issued a written approval of such construction, alteration, or addition in accordance with this rule (“Construction Approval”); provided, however, that the following dock options shall be approved by the District: (i) Key West Style Aluminum Rail with Ipe’ Cap, manufactured and warranted by Ameritech,

Inc.; (ii) Hatteras Lighthouse, manufactured and warranted by Marina Power & Lighting, Inc.; (iii) Aluminum Dock Ladder, manufactured and warranted by Ameritech, Inc.; (iv) Piling Caps (10”), manufactured and warranted by Merco Marine; (v) Custom Fold Down Cleats, manufactured and warranted by Merco Marine; (vi) Bumper Guard, manufactured and warranted by Premier Technology; (vii) Fish Cleaning Station, manufactured and warranted by Betterway Marine Supply; and (viii) lpe Batten Strips, warranted by Custom Docks by Seamaster, Inc.

- d. Review by District Engineer. Upon receipt of a fully completed Application, the District Manager shall transmit the Application together with all associated submittals to the District Engineer for review. Upon receipt of an Application, the District Engineer shall review the Application for the limited purpose of determining the consistency of the Application with the provisions of the Master Dock Plans, the District’s Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District’s rules, including but not limited to this rule. Upon completion of such review the District Engineer shall formulate a written recommendation to the District’s Board of Supervisors, or its designee, as to whether or not the Application complies with the foregoing. Should the District Engineer determine that the Application is consistent with the Master Dock Plans, the District’s Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District’s rules, the District Engineer shall so advise the Board of Supervisors, or its designee. Should the District Engineer determine that the Application fails to comply with the provisions of the Master Dock Plans, the District’s Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District’s rules, then the District Engineer shall so advise the Patron and provide the Patron with an opportunity to amend the Application. If the Patron refuses to amend the Application or the amendment of the Application does not cure the failure to comply, then the District Engineer shall so advise the Board of Supervisors, and advise of the basis upon which the District Engineer determined that the Application fails to comply with the foregoing.
- e. Review by District’s Board of Supervisors or its Designee. At its next regularly scheduled meeting following receipt of the District Engineer’s recommendation with respect to an Application, the Board of Supervisors, or its designee, shall either accept the District Engineer’s recommendation or reject it. Should the Board of Supervisors, or its designee, reject the District Engineer’s recommendation, the Board of Supervisors, or its designee, shall articulate the basis upon which it is rejecting the District Engineer’s recommendation. If the result of the Board of Supervisors’, or its designee’s, action is the approval of the Application, then the District Engineer shall then issue the Construction Approval.

- f. Appeal of Denial. An applicant whose Application for a Construction Approval was denied by the Board of Supervisors, or its designee, may appeal such denial by furnishing written notice of appeal within ten (10) days of the denial to the District Manager. The written notice of appeal shall set forth the grounds for the appeal. The Board of Supervisors shall exercise good faith efforts to consider the appeal as soon as reasonably possible following receipt of the appeal at a regularly scheduled meeting of the Board of Supervisors. The determination of the Board of Supervisors regarding the appeal shall be final.
 - g. Scope of Review. The District's review of the Application is limited to a determination of whether the proposed Water Fixture is consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to this rule. The District shall not be responsible for determining whether the proposed Water Fixture complies with any applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, nor shall the District be responsible for confirming the receipt or existence of any necessary legal rights to conduct the work and install and operate the proposed Water Fixture, including but not limited to applicable permits, real estate rights, licenses, and/or approvals of the MiraBay Homeowners Association, Inc. The District shall have no liability or obligation to determine whether the proposed Water Fixture complies with any such laws, rules, regulations, codes or ordinances and/or whether any such rights and/or approvals have been obtained.
 - h. No Vested Rights. Nothing contained in this rule or the Master Dock Plans shall be construed or interpreted to vest or create in the owner of any lot bordering the MiraBay lagoon or MiraBay canal system the right to construct a Water Fixture from such lot.
 - i. Policies and Procedures. The District Engineer and District Manager shall have the authority to develop administrative policies and procedures for the processing of applications for approval of Water Fixtures.
4. **Vessel Length Limitations.** With the exception of Restricted Docks (as shown on the Master Dock Plans), no vessel shall be secured or affixed to a Water Fixture located within the MiraBay canal system which exceeds the greater of (i) one-half the width of the lot upon which the Water Fixture is located plus five (5) feet, or (ii) forty-five (45) feet. For Water Fixtures located within the MiraBay lagoon, no vessel exceeding thirty-five (35) feet may be secured or affixed to any such Water Fixture. No vessel with a length exceeding seventeen feet (17) shall be secured or affixed to a Restricted Dock. Through adoption of a resolution by the Board of Supervisors, the District may modify or amend the designation of a specific dock as "Restricted" or "Special" and the boat size permitted under the

lot-specific designation if such modification or amendment would remedy a mistake in the original dock plan, as determined in the Board's sole discretion and as permitted by all applicable permits.

5. **Use and Maintenance of Water Fixtures.** Approved Water Fixtures constructed within the MiraBay lagoon and MiraBay canal system shall be used in accordance with the following requirements.
 - a. **Identification Placard.** All Water Fixtures must have an identification placard attached thereto which will be provided upon District approval and completion of the Water Fixture. Replacements can be obtained from the District Manager.
 - b. **Wrapping of Pilings.** All pilings must be vinyl wrapped.
6. **Boat Lift Operation.** No vessel may utilize the Boat Lift except in accordance with the following requirements.
 - a. **Registration Requirement.** No vessel may utilize the Boat Lift unless the same has first been registered in accordance with the requirements of this rule.
 - b. **Required Equipment.** All vessels utilizing the Boat Lift must be equipped with two (2) twenty-five (25) foot lines with one affixed to the vessel's bow and one affixed to the vessel's stern. Additionally, all vessels shall possess a six (6) foot boat hook.
 - c. **Operating Standards.** Patrons utilizing the Boat Lift shall comply with the following standards:
 - i. No vessel having a maximum load limit in excess of twenty-six thousand (26,000) pounds wet weight may utilize the Boat Lift.
 - ii. No sailboat may utilize the Boat Lift unless such sail boat has a retractable keel and has a mast which is less than twenty-seven (27) feet from its water line.
 - iii. No vessel having a maximum length overall in excess of thirty-five (35) feet may utilize the Boat Lift.
 - iv. No vessel may be left unattended while on the Boat Lift.
 - v. No vessel having barnacles on its hull may utilize the Boat Lift.
 - vi. No individual under the age of sixteen (16) may operate the Boat Lift.
 - d. **Training Requirement.** No vessel operator may utilize the Boat Lift until such operator has received training on proper operation of the Boat Lift and executed the District's approved form of release included as part of the attached **Exhibit B** and by reference incorporated herein.

- e. Additional Policies. All vessel operators shall also comply with the requirements set forth in the District's Amenities Operating Rules, as amended from time to time, and which include additional requirements for operation of the Boat Lift and Boat Ramp.
- 7. **Boat Ramp Operation.** No vessel may utilize the Boat Ramp within the District except in accordance with the following requirements.
 - a. Registration Requirement. No vessel may utilize the Boat Ramp unless the same has first been registered in accordance with the requirements of this rule.
 - b. Size Limitation. No vessel having a maximum length in excess of thirty-five (35) feet or a weight in excess of twenty thousand (20,000) pounds may be launched from the Boat Ramp.
 - c. Use Restrictions. The Boat Ramp within the District shall only be used for the following purposes:
 - i. New vessel delivery,
 - ii. Vessel removal for repair or maintenance purposes,
 - iii. Vessel re-entry following completion of off-site repair or maintenance, and
 - iv. Vessel removal and reentry as needed in emergency weather situations.
 - d. Prohibited Uses. In no event shall the Boat Ramp be used as a "day ramp" nor may any visitor or any owner of any unregistered vessel utilize the Boat Ramp.
 - e. Additional Policies. All vessel operators shall also comply with the requirements set forth in the District's Amenity Rules, as amended from time to time, and which include additional requirements for operation of the Boat Lift and Boat Ramp.
- 8. **Vessel Operating Regulations.** All operators of any vessel operating upon any of the waterways within the District shall comply with the following operating regulations.
 - a. Compliance with Applicable Law. All operators of any vessels operating upon any the waterways within the District shall comply with all applicable federal, state and local laws, rules and regulations pertaining to boating and navigational safety and shall also comply with any posted navigational aids or signage.
 - b. Idle-speed / no wake zone. All vessels shall be operated at idle-speed / no wake.

- c. Prohibition on Swimming and Skiing. No vessel shall be used as a swimming platform nor may any occupant of any vessel disembark from a vessel for recreational swimming purposes. No vessel shall be used for skiing, tubing or any other activity in which a person or object is towed behind such vessel for recreational purposes.
- d. Prohibition on Littering and Abandonment of Fishing Lines. No refuse, trash, toys, debris, materials which are hazardous to marine life or litter may be discharged or deposited from any vessel within the waterways of the District. To the maximum extent possible, broken off or discarded fishing lines shall be removed from any waterway and properly disposed of. To the extent that broken off fishing line cannot be retrieved and discarded, such fact shall be reported to the District Manager.
- e. Operation of Personal Watercraft within Lagoon. Personal Watercraft (as defined in s. 327.02(33), Fla. Stat. (2021)) shall only be operated within the MiraBay lagoon to the extent and in the most direct path necessary to reach the Boat Lift from the point where the personal watercraft was inserted into the MiraBay lagoon.
- f. Navigational Lights. All navigation lights of any vessel must be on during the period between sunset and sunrise and during any period of restricted visibility.
- g. Right of Way. Vessels not under power (e.g., sailboats (unless utilizing mechanical propulsion), canoes, kayaks and rowboats) shall have the right of way upon all waterways within the District. Nevertheless, operators of vessels not under power shall make every effort to stay out of the way of motorboats. Sailboats utilizing mechanical propulsion shall fly the proper day shape or illuminate the appropriate light between sunset and sunrise or during any period of restricted visibility.
- h. Prohibition on Airboats. No airboat may be operated within any waterway within the District.
- i. Prohibition on Commercial Vessels. No commercial vessel may be operated or moored within the District waterways, provided however, the foregoing rule shall not be deemed to prohibit the operation or moorage of commercial vessels which are necessary to enforce these rules, construct improvements to, conduct repairs of or perform maintenance on the District waterways or any element or feature thereof, including but not limited to, any seawall.
- j. Sea Wall and Rip Rap. In order to prevent damage to the storm water management system, no vessel(s) shall be tied, or otherwise secured, to the seawall system or the rip rap along the District waterways and no person shall

move or remove the rip rap from its current position along the District waterways.

9. **Adoption of Manatee Protection Plan.** The provisions and requirements of the Manatee Protection Plan prepared by W. Dexter Bender & Associates, Inc., revised September 2000, a copy of which is attached hereto as **Exhibit A** and incorporated by reference, are hereby adopted by the District, and the District shall implement the requirements of the Manatee Protection Plan as it relates to the management of the District waterways, including but not limited to:
 - a. Placement and maintenance of informational markers for purposes of protecting shallow sea-grass areas and manatees,
 - b. Placement and maintenance of idle-speed / no wake markers within canals,
 - c. Preparing and implementing an educational program regarding the District's Best Management Practices and the Manatee Protection Plan, including but not limited to the educational requirements set forth in the Manatee Protection Plan,
 - d. Enforcing the types of vessels to be allowed access to the lagoon and Boat Lift, and
 - e. Providing law enforcement officers to enforce safe boating regulations.
10. **Utilities Connection Application.** Because the installation and maintenance of certain power and water lines through the seawall system may relate to, or be necessary to, the construction, alteration or addition of a Water Fixture, or operation of a boat lift and/or vessel, the owner of any lot bordering the MiraBay lagoon or MiraBay canal system may be required to install and maintain such power and water lines. The owner of such lot shall submit a completed "Utilities Connection Application," in the form attached hereto as **Exhibit E**, which is incorporated by this reference, together with all submittals required thereby to the District Manager.
11. **Adoption of Pollutant Discharge Contingency and Best Management Practices Plan.** The provisions and requirements of the Pollutant Discharge Contingency and Best Management Practices Plan, attached hereto as **Exhibit F** and incorporated by reference, are hereby adopted by the District, and the District shall implement the requirements of the Pollutant Discharge Contingency and Best Management Practices Plan as it relates to the management of the District waterways. In the alternative to volunteers and District staff fulfilling remediation efforts under the Pollutant Discharge Contingency and Best Management Practices Plan in the event of a spill or other contamination, the District can contract with an independent contractor specializing in such services to perform such services.
12. **Authority of District Manager and Engineer.** The District Manager and Engineer shall have the authority to take such actions as may be necessary to implement and administer the provisions of this rule.

13. **Enforcement.** In the event that a Patron violates this rule and/or a Patron's Power Boat or Water Fixture is not in compliance with this rule, the Patron shall be subject to fines as follows: (i) the first violation will incur a fine of One Hundred and 00/100 Dollars (\$100); (ii) a second violation will incur a fine of Two Hundred and 00/100 Dollars (\$200); (iii) a third violation will incur a fine of Four Hundred and 00/100 Dollars (\$400); and, (v) any additional violation(s) will incur a fine of One Thousand and 00/100 Dollars (\$1,000). The District Manager shall have the authority to enforce and collect the fines as set forth above. The District Manager shall have the authority to exercise discretion in enforcing the fines and may escalate a fine up to two levels (e.g., from a second violation to a fourth violation). In any event the District Manager shall have the authority to grant forbearance in his or her sole and absolute discretion for any Power Boat Operating Permit violation. Unless otherwise specified herein, the District's Disciplinary and Enforcement Rule, as amended from time to time, shall apply to any violations of this rule. In addition, this rule shall serve as an independent basis under which any violation of this rule may result in a suspension of the right to use the District's Amenities and/or other District properties (including the waterways), towing of any unauthorized vessels at the owner's expense, an administrative penalty / fine of no less than Fifty and 00/100 Dollars (\$50) and no greater than One Thousand and 00/100 Dollars (\$1,000) for each violation as determined by the District Manager in accordance with this rule plus any and all collection costs and fees incurred for criminal prosecution, and/or other legal action.
14. **Conflicts.** Any prior rules and/or policies governing the same subject matter as the foregoing rule are hereby rescinded to the extent such rules / policies are in conflict with the rule set forth herein.
15. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.
16. **Effective Date.** The foregoing rule shall be effective as of October 19, 2023.

EXHIBIT A: Manatee Protection Plan (originally at OR Book 11746, Page 1273)

EXHIBIT B: Form of Vessel Registration Application and Release and Indemnification

COMPOSITE EXHIBIT C: Master Dock Plans

EXHIBIT D: Request for Review of Dock & Boat Lift Plans

EXHIBIT E: Utilities Connection Application

EXHIBIT F: Pollutant Discharge Contingency and Best Management Practices Plan

Specific Authority: §§ 120.69, 190.011, 190.012, Fla. Stat.

Law Implemented: §§ 120.69, 190.011, 190.012, Fla. Stat.

EXHIBIT A:
Manatee Protection Plan (originally at OR Book 11746, Page 1273)

EXHIBIT B:
Form of Vessel Registration Application

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Vessel Registration Form

Vessel Owner Name: _____		Date: _____
Property Owner Name (if different than Vessel Owner): _____		
Block Number: _____	Lot Number: _____	
MiraBay Address where boat is docked: _____		
Alternate Address: _____		
City: _____	State: _____	Zip: _____
Phone #: _____	Email Address: _____	

Vessel #1

FL Registration # _____ Boat Mfg _____

HIN# _____ Boat Size _____ Boat Name _____

TYPE: ☐ Power ☐ Sail ☐ PWC ☐ Other

HP: _____

REGISTRATION: ☐ Initial ☐ Annual Renewal

Vessel #2

FL Registration # _____ Boat Mfg _____

HIN# _____ Boat Size _____ Boat Name _____

TYPE: ☐ Power ☐ Sail ☐ PWC ☐ Other

HP: _____

REGISTRATION: ☐ Initial ☐ Annual Renewal

Vessel #3

FL Registration # _____ Boat Mfg _____

HIN# _____ Boat Size _____ Boat Name _____

TYPE: ☐ Power ☐ Sail ☐ PWC ☐ Other

HP: _____

REGISTRATION: ☐ Initial ☐ Annual Renewal

RELEASE OF LIABILITY AND INDEMNITY FOR MECHANICAL BOAT LIFT ("RELEASE"). IN CONSIDERATION FOR THE USE OF THE MECHANICAL BOAT LIFT (THE "MECHANICAL BOAT LIFT") SEPARATING THE MIRABAY LAGOON FROM THE MIRABAY CANALS, I (THE UNDERSIGNED PARTY) HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, MIRABAY HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION, THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT (THE "CDD"), AND THEIR SUPERVISORS, PARTNERS, MEMBERS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, AGENTS, LAWYERS, MANAGERS, ENGINEERS, AND EMPLOYEES (COLLECTIVELY, THE "IDEMNITEE"), FROM AND AGAINST ANY AND ALL LIABILITY FOR CLAIMS, ACTIONS, SUITS, LIENS, DEMANDS, INJURY, DAMAGE OR LOSS, WHETHER MONETARY OR OTHERWISE, INCURRED OR SUSTAINED BY ME, MY MINOR CHILD (OR WARD) OR THIRD PARTIES, ARISING OUT, WHOLLY OR IN PART BY, OR RELATED TO THE USE OF THE MECHANICAL BOAT LIFT BY MYSELF OR ANY MEMBER OF MY FAMILY OR ANYONE OPERATING A BOAT OR WATERCRAFT OWNED OR USED BY ME OR BY ANY MEMBER OF MY FAMILY. MY OBLIGATIONS UNDER THIS RELEASE SHALL INCLUDE THE PAYMENT OF ALL SETTLEMENTS, JUDGMENTS, DAMAGES, LIQUIDATED DAMAGES, PENALTIES, FINES, FORFEITURES, COURT COSTS, ARBITRATION AND/OR MEDIATION COSTS, LITIGATION EXPENSES, REASONABLE ATTORNEYS' FEES, PARALEGAL FEES (WHETHER INCURRED IN COURT, OUT OF COURT, ON APPEAL, OR IN OTHER RELATED PROCEEDINGS), AND ANY INTERESTS ACCRUED AGAINST THE INDEMNITEE. NOTHING IN THIS RELEASE REQUIRES ME TO INDEMNIFY THE INDEMNITEE FOR ANY FAULT ATTRIBUTABLE TO THE INDEMNITEE, WHERE THE INDEMNITEE IS FOUND TO BE JOINTLY LIABLE WITH ME FOR SUCH A CLAIM; HOWEVER, I AM REQUIRED TO INDEMNIFY THE INDEMNITEE FOR ANY AND ALL PERCENTAGE OF FAULT ATTRIBUTABLE TO ME, MY MINOR CHILD (OR WARD) OR THIRD PARTIES, FOR CLAIMS AGAINST THE INDEMNITEE, REGARDLESS OF THE PERCENTAGE OF FAULT ADJUDGED TO BE ATTRIBUTABLE TO THE INDEMNITEE. I FURTHER UNDERSTAND AND ACNKNOWLEDGE THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS A WAIVER OF THE CDD'S LIMITATIONS ON LIABILITY CONTAINED IN SECTION 768.28, FLORIDA STATUTES, OR OTHER APPLICABLE LAW.

I HAVE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING AND CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I AGREE TO ABIDE BY THIS AGREEMENT. I FURTHER CERTIFY THAT I HAVE READ AND WILL ABIDE BY THE DISTRICT'S RULE REGARDING DISTRICT WATERWAYS AND BOATING FACILITIES, AS MAY BE AMENDED FROM TIME TO TIME, WHICH GOVERNS ALL RESIDENTS OF THE DISTRICT.

Date: _____

_____ Witness Initials Print Name: _____

Approval
Signature of District Manager: _____ Date: _____

A copy of this form will be filed with the District. Keep your copy with important boating papers.
If a vessel is added or deleted, please contact the District so we can update our files. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

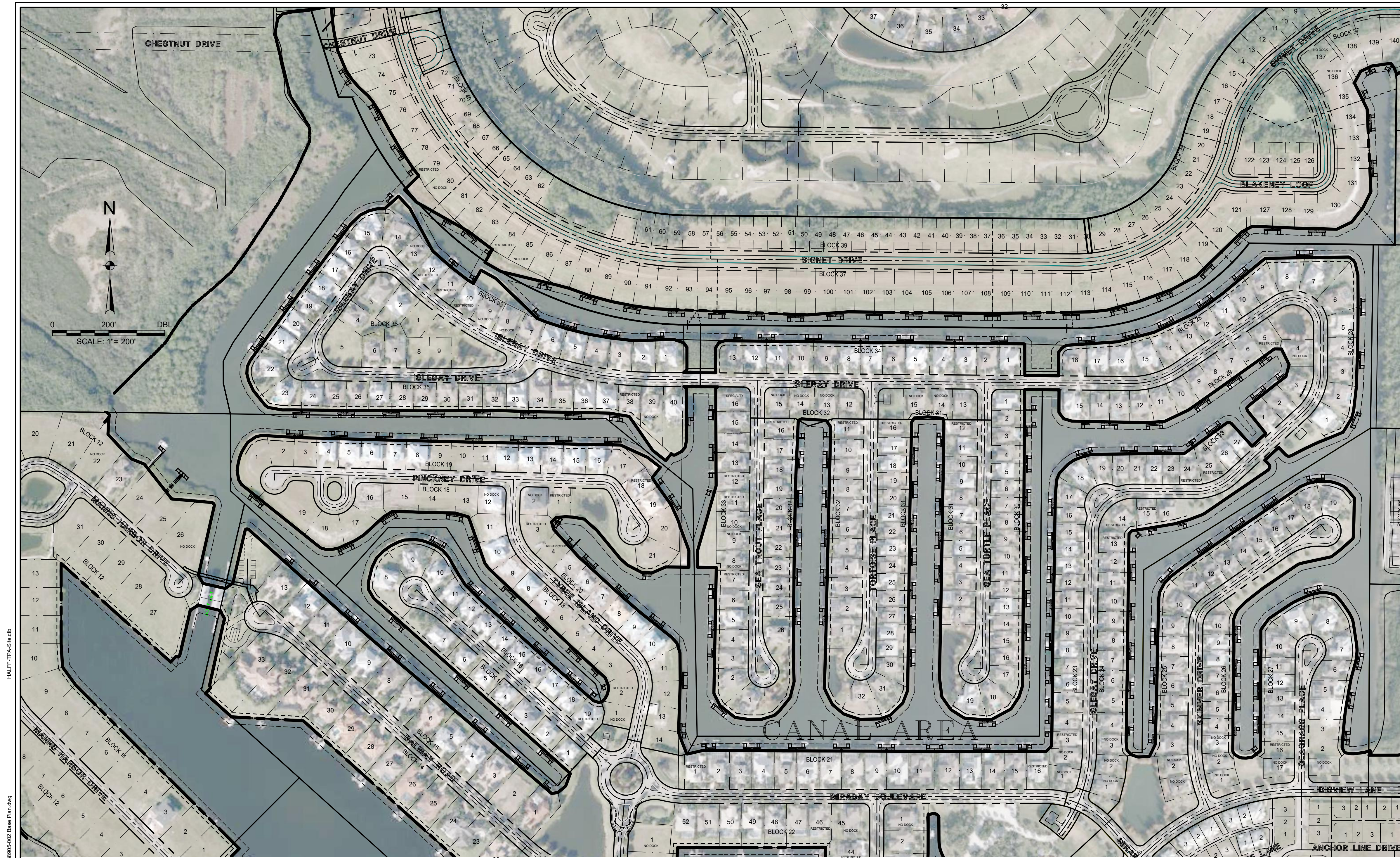
PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.
--

COMPOSITE EXHIBIT C:
Master Dock Plans

1:\38900\38900\02\CADD\Sheets\TPA\38905-002 Base Plan.dwg

Shawn Reguskar

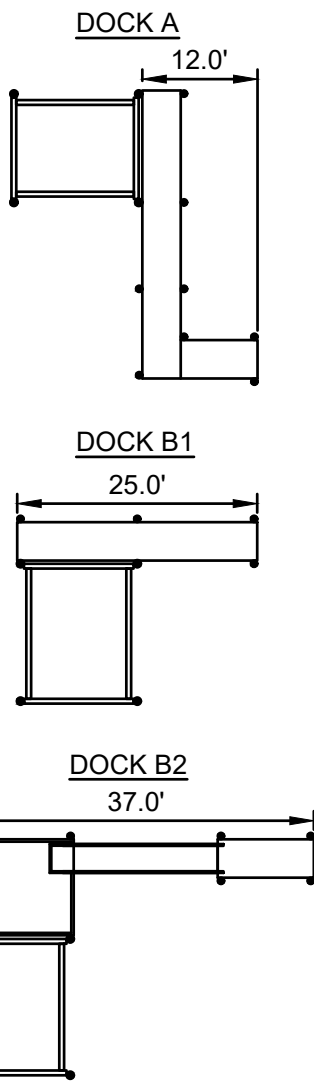
1/26/2023 3:25:46 PM



NOTE: THIS DOCK EXHIBIT IS A GUIDANCE DOCUMENT FOR DEPICTING APPROXIMATE DOCK LOCATIONS AND MAINTAINING A DOCK INVENTORY, AND IS NOT INTENDED FOR CONSTRUCTION. SITE-SPECIFIC CONDITIONS AND SURVEYS FOR EACH LOT NEED TO BE EVALUATED BY THE DOCK CONTRACTOR AND FACTORED IN TO THE DOCK DESIGN AND CONSTRUCTION PLANS. MINOR DEVIATIONS TO THE PLAN EXHIBIT MAY BE MADE TO ADDRESS SITE-SPECIFIC CONDITIONS WITH APPROVAL. PERMITS AND APPROVALS ARE REQUIRED PRIOR TO CONSTRUCTION OF A DOCK.

NOTE: UPON APPROVAL, FLOATING DOCKS MAY BE SUBSTITUTED WITH FIXED DOCKS.

LENGTH VARIANCE: MAXIMUM VARIANCE IN FEET TO BE CONSIDERED FOR DOCK LENGTH TYPES OF VARIANCE:
SPECIALTY: SPECIAL DIMENSIONS, TO BE FIELD DETERMINED.
RESTRICTED: DOCK ACCESS AND BOAT LENGTH RESTRICTIONS.
UNDETERMINED: LENGTH VARIANCE WAS NOT ABLE TO BE DETERMINED AS NO INFORMATION WAS PROVIDED FOR THE EXISTING CANAL/SEAWALL ACROSS FROM THE DOCK.



BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES					
25	13	A	3		27	11	A	0		29	3	A	0		30	15	A	1		31	23	A	3		32	18	A	4		34	3	A	1		35	17	A	5		37	76	A	5		37	103	A	1		37	130	A	0	
25	14	A	3		27	12	A	0		29	4	NONE	0	No Dock	30	16	A	1		31	24	A	3		32	19	A	4		34	4	A	1		35	18	A	5		37	77	A	5		37	104	A	1		37	131	A	0	
25	15	A	3		27	13	A	0		29	5	A	0	Restricted	30	17	A	1		31	25	A	3		32	20	A	4		34	5	A	1		35	19	A	5		37	78	A	5		37	105	A	1		37	132	A	0	
25	16	A	3		27	14	A	0		29	6	A	0		30	18	A	3		31	26	A	3		32	21	A	4		34	6	A	1		35	20	A	5		37	79	B1	0	Restricted	37	106	A	1		37	133	A	0	
25	17	A	3		27	15	A	0		29	7	A	2		30	19	A	3		31	27	A	3		32	22	A	4		34	7	A	1		35	21	A	5		37	80	NONE	0	No Dock	37	107	A	1		37	134	A	0	
25	18	A	5		27	16	B1	0	Restricted	29	8	A	2		31	1	A	3		31	28	A	3		32	23	A	4		34	8	A	1		35	22	A	5		37	81	A	0		37	108	A	1		37	135	A	0	
25	19	A	5		27	17	NONE	0	No Dock	29	9	A	3		31	2	A	3		31	29	A	5		32	24	A	4		34	9	A	0		35	23	A	0		37	82	A	5		37	109	A	1		37	136	NONE	0	No Dock
26	1	NONE	0	No Dock	28	1	A	5		29	10	A	3		31	3	A	3		31	30	A	5		32	25	A	4		34	10	A	0		35	24	A	0		37	83	A	5		37	110	A	2		37	137	NONE	0	No Dock
26	2	NONE	0	No Dock	28	2	A	5		29	11	A	2		31	4	A	3		31	31	A	4		32	26	A	5		34	11	A	0		35	25	A	0		37	84	B1	0	Restricted	37	111	A	2		37	138	B1	0	
26	3	NONE	0	No Dock	28	3	A	2		29	12	A	2		31	5	A	3		31	32	A	4		32	27	A	5		34	12	A	0		35	26	A	0		37	85	NONE	0	No Dock	37	112	A	3		37	139	B1	0	
26	4	A	0		28	4	A	2		29	13	A	3		31	6	A	3		32	1	A	4		33	2	A	5		34	13	A	0		35	27	A	2		37	86	A	0		37	113	A	3		37	140	B1	0	
26	5	A	0		28	5	A	2		29	14	A	3		31	7	A	4		32	2	A	4		33	3	A	5		34	14	A	2		35	28	A	2		37	87	B1	0		37	114	A	4						
26	6	A	0		28	6	A	3		29	15	A	4		31	8	A	4		32	3	A	4		33	4	A	5		34	15	A	2		35	29	A	1		37	88	A	5		37	115	A	4						
26	7	A	0		28	7	A	0		30	1	B1	5		31	9	A	3		32	4	A	4		33	5	A	5		34	16	A	0		35	30	A	1		37	89	A	5		37	116	A	5						
26	8	A	0		28	8	A	0		30	2	B1	5		31	10	A	3		32	5	A	4		33	6	A	5		34	17	A	0		35	31	A	3		37	90	A	5		37	117	A	2						
26	9	A	0		28	9	A	4		30	3	A	5		31	11	A	3		32	6	A	4		33	7	A	5		34	18	A	0		35	32	A	3		37	91	A	5		37	118	A	0						
26	10	A	0		28	10	A	4		30	4	A	5		31	12	B1	0	Restricted	32	7	A	4		33	8	NONE	0	No Dock	34	19	A	0		35	33	A	3		37	92	A	1		37	119	A	4						
27	1	NONE	0	No Dock	28	11	A	3		30	5	A	5		31	13	NONE	0	No Dock	32	8	A	4		33	9	NONE	0	No Dock	34	20	A	0		35	34	A	3		37	93	A	1		37	120	A	4						
27	2	B1	0		28	12	A	1		30	6	A	2		31	14	NONE	0	No Dock	32	9	A	4		33	10	NONE	0	No Dock	34	21	A	0		35	35	A	3		37	94	A	2		37	121	A	2						
27	3	A	5		28	13	A	4		30	7	A	2		31	15	NONE	0	No Dock	32	10	A	4		33	11	B1	0	Restricted	34	22	A	0		35	36	A	3		37	95	A	0		37	122	NONE	0	No Dock					
27	4	A	5		28	14	A	4		30	8	A	2		31	16	B1	0	Restricted	32	11	B1	0	Restricted	33	12	B1	0	Restricted	34	23	A	0		35	37	A	2		37	96	A	0		37	123	NONE	0	No Dock					
27	5	A	5		28	15	A	4		30	9	A	2		31	17	A	3		32	12	NONE	0	No Dock	33	13	A	5		34	24	A	0		35	38	B1	0	Restricted	37	97	A	0		37	124	NONE	0	No Dock					
27	6	A	0		28	16	A	4		30	10	A	2		31	18	A	3		32	13	NONE	0	No Dock	33	14	A	5		34	25	A	0		35	39	NONE	0	No Dock	37	98	A	0		37	125	NONE	0	No Dock					
27	7	A	0		28	17	A	3		30	11	A	2		31	19	A	4		32	14	NONE	0	No Dock	33	15	A	1		34	26	A	0		35	40	A	0		37	99	A	0		37	126	NONE	0	No Dock					
27	8	A	3		28	18	A	3		30	12	A	2		31	20	A	4		32	15	NONE	0	No Dock	33	16	B1	0	Specialty	34	27	A	0		35	41	A	5		37	100	A	0		37	127	A	0						
27	9	A	3		29	1	A	1		30	13	A	2		31	21	A	3		32	16	B1	0	Restricted	33	17	A	1		34	28	A	0		35	42	A	5		37	101	A	0		37	128	A	0						
27	10	A	0		29	2	A	1		30	14	A	1		31	22	A	3		32	17	A	4		33	18	A	1		34	29	A	0		35	43	A	5		37	102	A	1		37	129	A	0						

CANAL DOCK INVENTORY

BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES
12	22	NONE	0	No Dock	16	10	A	5	
12	23	B2	Specialty		16	11	B2	Specialty	
12	24	B2	Specialty		16	12	A	1	
12	25	B2	Specialty		16	13	A	0	
12	26	NONE	0	No Dock	16	14	A	0	
15	1	A	0		16	15	A	0	
15	2	A	0		16	16	A	0	
15	3	A	0		16	17	A	0	
15	4	A	0		16	18	A	0	
15	5	A	0		16	19	B1	Specialty	Restricted
15	6	A	1		16	20	NONE	1	No Dock
15	7	A	1		16	21	B1	Specialty	Restricted
15	8	A	3		16	22	A	0	
15	9	A	3		16	23	A	0	
15	10	A	3		16	24	A	0	
15	11	A	3		16	25	A	0	
15	12	A	5		16	26	A	0	
15	13	A	5		16	27	A	0	
16	1	A	0		16	28	A	0	
16	2	A	0		16	29	A	0	
16	3	A	0		16	30	A	0	
16	4	A	0		16	31	A	0	
16	5	A	1		16	32	A	0	
16	6	A	1		16	33	A	0	
16	7	A	3		16	34	A	0	
16	8	A	3		16	35	A	0	
16	9	A	5		16	36	A	0	

BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES	BLOCK	LOT	DOCK TYPE	LENGTH VARIANCE	NOTES
18	18	A	5		20	5	A	1	
18	19	A	4		20	6	A	1	
19	1	A	4		20	7	A	1	
19	2	A	0		20	8	A	1	
19	3	A	0		20	9	A	5	
19	4	A	0		20	10	A	5	
19	5	A	0		20	11	A	5	
19	6	A	0		20	12	A	5	
19	7	A	0		20	13	A	5	
19	8	A	1		20	14	B1	0	Restricted
19	9	A	1		21	1	B1	0	
19	10	A	3		21	2	A	2	
19	11	A	3		21	3	A	2	
19	12	A	3		21	4	A	2	
19	13	A	3		21	5	A	5	
19	14	A	3		21	6	A	5	
19	15	A	3		21	7	A	5	
19	16	A	2		21	8	A	5	
19	17	A	2		21	9	A	4	
19	18	B1	0	Restricted	21	10	A	5	
19	19	A	5		21	11	A	5	
19	20	A	5		21	12	A	5	
19	21	A	5		21	13	A	3	
20	1	Specialty	Restricted	No Dock	21	14	A	5	Restricted
20	2	NONE	0	Restricted	21	15	A	5	
20	3	A	Specialty	Restricted	21	16	B1	0	Restricted
20	4	A	0	Restricted	23	1	NONE	0	No Dock

EXHIBIT D:
Request for Review of Dock & Boat Lift Plans

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement (“**Improvements**”): ☐ Dock OR ☐ Boat Lift OR ☐ Other
(Specify here: _____), at the following location:

Application Must Include

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor’s name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots (“Canal Lots Master Dock Plan”) and the MiraBay Master Dock Plan for Lagoon Lots (“Lagoon Lots Master Dock Plan,” and together with the Canal Lots Master Dock Plan, “Master Dock Plans”). The CDD’s review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District’s Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District’s rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jlansford@gms-tampa.com, 4530 Eagle Falls Place, Tampa, Florida 33619, (813)344-4844. **I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.**

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature: _____

Property Owner Name: _____ Date: _____

Address: _____

City / State / Zip: _____

Phone Number: _____

Contractor Signature: _____

Contractor Name: _____ Date: _____

Address: _____

City / State / Zip: _____

Phone Number: _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

[CONTINUED ON NEXT PAGE]

RECOMMENDATION OF DISTRICT ENGINEER:

[] RECOMMEND APPROVAL, contingent on: _____

[] RECOMMEND DENIAL because _____

ENGINEER SIGNATURE: _____

CDD BOARD APPROVAL:

[] APPROVED, contingent on: _____

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). **Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).**

[] DENIED because _____

SECRETARY SIGNATURE: _____

REQUEST FOR IMPROVEMENT APPLICATION CHECK LIST

- 1) Brief description of work to be performed
 - a) Lift
 - b) Dock
 - c) Dock Accessory
 - d) Other
- 2) Full description of work to be performed including equipment to be installed
 - a) Size
 - b) Manufacturer
- 3) All applications must include all items required; A, B, C, & D as listed on Application
- 4) No work may begin prior to express **written approval** of the District.
- 5) All applications must be signed by both Homeowner and Contractor and must include
 - a) Street address
 - b) Telephone number
- 6) All contractors must provide names of all persons and/or subcontractors and provide complete and up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and Longshoreman's maritime coverage for all workers and equipment either direct or subcontractors.
- 7) Drawings:
 - a) All drawings must be complete.
 - b) All measurements of pilings are to be shown center to center and dimensionally accurate.
 - c) All drawings must show correct orientation.
- 8) All contracts requiring purchase of additional easement width must be completed prior to application being submitted. The CDD is NOT responsible for the Homeowner's failure to secure necessary real property rights.
- 9) Any application with incomplete information will be rejected.
- 10) Any work started with express written approval regardless of circumstances will be a violation of the CDD's rules and policies and any such unapproved structure will be subject to removal at owner's expense, together with any other rights and remedies available at law.

IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

All lots that are shown on the Master Dock Plans (copies of which are available for review from the District Manager) with a dock will be eligible for a dock, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

**Harbor Bay CDD District Manager
c/o Governmental Management Services – Tampa, LLC
4648 Eagle Falls Place
Tampa, Florida 33619**

The submittal to the District Manager is required to contain the following information:

- a. Application must list business entity of contractor and be signed by contractor
- b. Complete specifications for the mechanical lift
- c. Spacing of the outer lift piling showing the required wrapping of the piling
- d. Water and power layout
- e. Provide a contractor's name and attach a copy of current license and Insurance Certificate. The Insurance Certificate must name the contractor as the Insured and must include Worker's Compensation which includes USL & H Marine coverage covering labor to be utilized. The Insurance Certificate needs to name as "Certificate Holder" the Harbor Bay Community Development District, and its Supervisors, staff, officers, and employees, and the certificate holder must be a named "additional insured" with respect to general liability insurance. The name of contractor on application must match insured.
- f. A list of laborers to be utilized must be submitted along with a statement from contractor saying "I hereby certify as owner that any and all labor utilized for work at _____ (dock owner's address) will be employees of _____ (the entity covered by the Insurance Certificate) _____" and contractor must sign the statement.

Submit your form to the address for Governmental Management Services – Tampa, LLC listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE

MECHANICAL BOAT LIFT

The Mechanical Boat Lift System shall meet the following criteria and is subject to CDD approval:

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8” Stainless Steel Cables And Hardware
- Weather Proof Motors
- All Welded Construction
- Grooved Aluminum Winders
- Fully Covered Bunks
- 6061 – T6 Marine Grade Aluminum
- All White Motor Covers
- Black Carpeted Bunk Boards
- Wedge Lock Cable Securing System
- Polyethylene Cable Keepers

Note: All pilings must be vinyl wrapped.

Exhibit 1

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

4530 Eagle Falls Place, Tampa, Florida 33619

ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

The undersigned (“**Owner**”) represent that they are the owners of record for the property described below (“**Property**”). The Owner desires to install and maintain a mechanical personal watercraft lift (“**Lift**”) on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District (“**CDD**”), and are submitting this application for that approval.

Owner(s) Name(s) _____

Lot Street Address _____

City, State and Zip Code _____

Phone Number _____

Lot Tax Folio Number _____

For Lifts being installed, please identify:

Contractor Name and License Number _____

Contractor Phone Number _____

(Attach Certificate of Insurance from Contractor)

Expected Start Date: _____ Expected Completion Date: _____

This Canal Wall Connection Application, as well as the attached *License Agreement (Personal Watercraft Lift)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. **Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).**

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

Date: _____

Received by: _____

Harbor Bay Community Development District

For Office Use Only

APPROVED ____ DISAPPROVED ____

Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

District Counsel, Harbor Bay CDD
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID for Property: _____

**LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)**

This License Agreement (Personal Watercraft Lift) (“**Agreement**”) is entered into as of this _____ day of _____, 20____, by and among:

The Harbor Bay Community Development District (“CDD”), a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

_____ and _____ (together, “**Owner**”), the fee simple owners of the “**Property**” identified as:

Lot __, Block __, as per the plat (“**Plat**”) identified as _____, and recorded in Plat Book __, Pages __ et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community’s master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall (“**Canal Wall**”); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements (“**Easements**”) on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift (“**Lift**”) on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Installation & Maintenance of Lift; Limitation.** Subject to the terms of

this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
- c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("**Association**") and any other necessary legal interests and approvals.
- g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without

notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnatee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnatee for an Indemnatee's percentage of fault if the Indemnatee is adjudged to be more than 50% at fault for any claims against the Indemnatee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnatee for any and all percentage of fault attributable to Owner for claims against an Indemnatee, regardless whether the Indemnatee is adjudged to be more or less than 50% at fault.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, 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 the doctrine of sovereign immunity or by operation of law.

8. **Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

**Harbor Bay
Community Development District**

By: _____

By: _____

Print Name

Its: Secretary

By: _____

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____, as Secretary of the Board of Supervisors of the Harbor Bay Community Development District, on behalf of said District. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]

EXHIBIT E:
Utilities Connection Application

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

4530 Eagle Falls Place, Tampa, Florida 33619

ATTN: District Manager

UTILITIES CONNECTION APPLICATION

The undersigned (“**Owner**”) represent that they are the owners of record for the property described below (“**Property**”). The Owner desires to install (which shall include, without limitation, any reconnection work) and maintain power and water lines through the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District (“**CDD**”), and are submitting this application for that approval.

Owner(s) Name(s) _____

Lot Street Address _____

City, State and Zip Code _____

Phone Number _____

Lot Tax Folio Number _____

For power and water lines being installed (which shall include, without limitation, the reconnection of existing lines) please identify:

Contractor Name and License Number _____

Contractor Phone Number _____

(Attach Certificate of Insurance from Contractor)

Expected Start Date: _____ Expected Completion Date: _____

This Utilities Connection Application, as well as the attached *License Agreement (Utilities Connection)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for this property. **Owner agrees to abide by the terms of the License Agreement (Utilities Connection).**

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

Date: _____

Received by: _____

Harbor Bay Community Development District

For Office Use Only

APPROVED ____ DISAPPROVED ____

Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

District Counsel, Harbor Bay CDD
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

Parcel ID for Property: _____

**LICENSE AGREEMENT
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) (“**Agreement**”) is entered into as of this _____ day of _____, 20____, by and among:

The Harbor Bay Community Development District (“CDD”), a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

_____ and _____
(together, “**Owner**”), the fee simple owners of the “**Property**” identified as:

Lot __, Block __, as per the plat (“**Plat**”) identified as _____, and recorded in Plat Book __, Pages __ et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special purpose unit of local government that provides community infrastructure for the MiraBay community, including the community’s master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall (“**Canal Wall**”); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements (“**Easements**”) on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install (which shall include, without limitation, any reconnection work) and maintain power and water utility lines (“**Utility Lines**”) through the Canal Wall and to Owner’s dock; and

WHEREAS, in order to accommodate such requests, CDD has installed conduits in the Canal Wall for certain lots, and/or established a specification for the placement of Utility Lines through the Canal Wall for other lots (together, “**Utility Pass-Throughs**”); and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Utility Lines using the Utility Pass-Throughs;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

10. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

11. **License for Installation & Maintenance of Utility Lines; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license to use the CDD-authorized Utility Pass-Throughs for the sole purpose of installing and maintaining the Utility Lines through the Canal Wall and to the dock at the Property. Owner acknowledges that this Agreement authorizes only the connection and maintenance of power and water utilities through the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

12. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Utility Lines, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall ensure that any connection of Utility Lines through the Canal Wall is done using the CDD-authorized Utility Pass-Throughs.
- c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to the Agreement.
- d. Owner shall ensure that the installation and maintenance of the Utility Lines does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- e. Owner shall be responsible for ensuring that the installation and maintenance of the Utility Lines are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- f. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- g. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Utility Lines. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("**Association**") and any other necessary legal interests and approvals.
- h. Upon completion of the installation, the Utility Lines will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Utility Lines, and agrees to maintain the Utility Lines in good condition and consistent with any CDD-approved specifications, as amended from time to time.

13. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation

and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Utility Lines at Owner's expense, and that the CDD is not obligated to re-install the Utility Lines as a result of the removal.

14. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnatee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnatee for an Indemnatee's percentage of fault if the Indemnatee is adjudged to be more than 50% at fault for any claims against the Indemnatee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnatee for any and all percentage of fault attributable to Owner for claims against an Indemnatee, regardless whether the Indemnatee is adjudged to be more or less than 50% at fault.

15. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

16. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, 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 the doctrine of sovereign immunity or by operation of law.

17. **Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

18. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Utilities Connection) to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

**Harbor Bay
Community Development District**

By: _____

By: _____

Print Name

Its: Secretary

By: _____

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____, as Secretary of the Board of Supervisors of the Harbor Bay Community Development District, on behalf of said District. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]

EXHIBIT F:
Pollutant Discharge Contingency and Best Management Practices Plan

Harbor Bay Community Development District
Pollutant Discharge Contingency and
Best Management Practices Plan
Hillsborough County, Florida

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Schedule 1: Response Team Contact List

Schedule 2: Harbor Bay Community Development District – Response Contacts

Figure 1: District Map of Lagoon System and Canal Systems

1. PURPOSE AND OBJECTIVES

The purpose of this Pollutant Discharge Contingency and Best Management Practices Plan (“Plan”) is to provide the residents of the Harbor Bay Community Development District (“District”) with specific instructions to effectively prevent and if necessary respond to the discharge of pollutants into the Lagoon and Canal System of the subdivision.

The Plan was prepared to help District residents respond quickly and efficiently to a potential pollutant discharge and to handle such emergencies effectively. For the purposes of this plan, the terms Pollutant and Surface Waters shall be defined as follows:

Pollutants: Any substance which, if discharged on or into Surface Waters, could result in the violation of Florida state water quality standards and/or the destruction or degradation of biological resources as defined in Chapter 376.302, *Florida Statutes*. The primary pollutants specifically addressed in the Plan include, but are not limited to, petroleum products typically associated with recreational boating such as gasoline, diesel fuel, solvents, motor oil, petroleum products, etc.

Surface Waters: The Lagoon System (defined herein) and Canal Systems (defined herein) water bodies within the boundaries of the District intended for use by recreational boaters.

The purpose of the Plan is also to establish the procedures for a coordinated and integrated response to Pollutant discharges that may occur. All District residents shall be supplied with a copy of the Plan, and it is important that all residents take the time to read and become thoroughly familiar with the Plan.

The objectives of the Plan include the following:

- To outline appropriate preventative and preemptive measures regarding pollution prevention procedures;
- To outline effective procedures for reporting any type of Pollutant discharge;
- To assist in promptly initiating measures to restrict further natural resource damage once a pollutant discharge has occurred;
- To assure that adequate protection is provided for the health and welfare of District residents.

2. DESCRIPTION OF WATERFRONT FACILITIES

The District is located in unincorporated Hillsborough County, Florida, and lies between U.S. 41 and Tampa Bay, Florida, north of Ruskin, Florida and south of the existing community of Apollo Beach, Florida. One of the primary attributes of the District is its proximity to navigable waters of the Tampa Bay and the Gulf of Mexico. To facilitate boating access to navigable waters and maintain compliance with Florida state water quality regulations, certain structural and biological design elements within the District were implemented:

- The large central lagoon system, a manmade freshwater lake, serves as both a safe harbor for recreational boaters, as well as a conveyance mechanism for on-site and off-site stormwater ("Lagoon System"). The Lagoon System is separated from tidal waters through a boatlift structure that also serves as a discharge device. While on-site stormwater is treated in accordance with Florida state requirements prior to discharge to this facility, the boatlift structure serves as an ideal location to contain any contaminants prior to discharge to directly connected tidal waters. Accordingly, a skimmer plate was designed and incorporated into the boatlift structure to skim the Surface Water of the lagoon.
- The internal canal systems ("Canal Systems") are directly connected to tidal waters and, therefore, must be managed carefully to attain high water quality. Accordingly, a network of pipe connections and funnel shaped concrete structures was installed throughout the Canal Systems. These devices are intended to provide circulation and flushing in the Canal Systems that were formerly stagnant. These structures are ideal locations for the containment of any contaminants prior to discharge into the Tampa Bay.
- Certain locations along the Canal Systems are shaped with shelves referred to as "Bio-Sumps" and vegetated with wetland species associated with pollutant "uptake." These areas are intended to provide secondary water quality benefits and need to be protected.

No fixed fueling facilities are located within the District and no hand-fueling of boats or other water craft, by use of a gas can, gas caddy or other similar device, is permitted within the boundaries of the District. Fuel for boats or other watercraft may not be stored within the boundaries of the District. District residents shall refuel boats outside the boundaries of the District at any of the local commercial marinas or via an appropriate bonded and insured fuel delivery company utilizing a land-based truck in accordance with Section 4 of this Plan. Such refueling practices will substantially reduce the probability of an accidental petroleum discharge. The maintenance to and of boat engines within the boundaries of the District shall be restricted to light duty maintenance. Only recreational boats may be moored in the Canal Systems and Lagoon System, except any such commercial boat needed for improvements permitted by the District on a temporary basis. Additionally, miscellaneous dockage may be provided for certain regulatory agencies that may provide marine rule enforcement or protection for wildlife.

3. ENVIRONMENTALLY SENSITIVE NATURAL RESOURCES

Protection of the shoreline of the District Canal Systems is vital to the protection of any existing mangrove and recruitment of new mangrove growth.

Mangroves are protected by federal and Florida state laws because they provide several important environmental functions, including, but not limited to, the following:

- Erosion control and storm protection;
- Water quality enhancement;
- Primary food source for marine animals; and
- Critical habitat for numerous shellfish, fish and birds.

Mangroves are naturally resilient with respect to the physical stresses caused by boat wakes and even hurricanes, however, mangroves are not tolerant of Pollutants. When spilled into open waters, Pollutants float and create a surface slick that readily blankets the intricate root network of mangroves. Root exposure to Pollutant spills will ultimately kill mangroves as well as the shellfish and fish that live among the mangroves. Residents should regard all mangrove fringes along the shorelines of the District as an environmentally sensitive natural resource to be protected and enhanced to the greatest extent possible. Towards this end, every effort should be made to avoid the spilling of even minor quantities of Pollutants into the Surface Waters of the District. Furthermore, residents should avoid physical damage to mangroves caused by trimming, hedging, filling or excavation, wherever feasible. To avoid potential penalties, guidance from the Florida Department of Environmental Protection ("FDEP") and the Hillsborough County Environmental Protection Commission should be sought prior to initiating any of these activities.

4. POLLUTION PREVENTION MEASURES

Within the District, the discharge of Pollutants into the Surface Waters may result in the degradation of water quality and environmentally sensitive natural resources. Therefore, it is critical that District residents, especially those docking and operating boats within the District, exercise proper pollution prevention procedures. All Districts residents shall adhere to the following rules:

- **No vessels docked within the District may be used for "liveaboard" purposes.** A liveaboard vessel is defined as a vessel docked within the boundaries of the District that is inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.
- No fixed vessel refueling facilities are located within the District. **To eliminate the risk of a fuel spill, no vessel refueling is permitted within the District; provided, however, that vessel refueling by land-based truck shall be permitted provided the fuel delivery company is bonded and insured.** Boat owners are advised to fuel their water vessels at any of the several marina facilities available in the local area or via an appropriate bonded and insured fuel delivery

company utilizing a land-based truck. **The fueling of vessels by a fuel delivery company that is not bonded and insured is explicitly prohibited.**

- Fueling of vessels at docks on the canals and lagoon will be allowed by land-based trucks; provided however, that the fuel delivering company is properly licensed in accordance with applicable Federal, state, county and local government requirements and is properly insured. A fuel delivery company's insurance coverage shall include workmen's compensation, general liability, pollution cleanup, and damages to person or property caused by pollution and all in appropriate amounts.
- No marine repair facilities are located within the District. **To eliminate the risk of a Pollutant or paint spill, major boat engine repair (including fluid changes, e.g., oil or gear lube, etc.) or hull maintenance is prohibited within the boundaries of the District.** Limited minor repairs and minor maintenance work (e.g., prop replacement, external hardware upkeep, light wiring repair and other miscellaneous, non-invasive work) will be allowed within the boundaries of the District. Boat owners are advised to have their vessels repaired or maintained at any of the several marina facilities outside the boundaries of the District available in the local area.
- It is a violation of federal and Florida state laws to discharge raw sewage from any vessel into fresh water, or within the coastal salt water limits which extend nine (9) nautical miles into the Gulf of Mexico. **The discharge of any sanitary wastes from any vessel into the Surface Waters of the District is explicitly prohibited.**
- **The discharge of contaminated bilge water from any vessel into the Surface Waters of the District is prohibited.** Boats with an automatic bilge pump will not be allowed to be stored on-site if the bilge discharge shows signs of pollution. Boat owners are encouraged to properly and frequently clean their boat bilges.
- The amount of fish waste disposed into a small-enclosed basin, such as the District's Lagoon System or the Canal Systems, can exceed that which exists naturally in the water. In small quantities, fish waste is fed upon by scavengers (e.g., catfish, crabs, shrimp, flounder, etc.) and does not materially decrease the water quality or the fish population. However, in concentrated quantities where water circulation is restricted, the decomposition of fish waste can deplete the water of dissolved oxygen, leading to degraded water quality and depleted fish populations. Feeding fish with bait or fish waste similarly loads District Surface Waters and can disrupt the feeding behavior of wild animals and spread diseases among them; therefore, **the disposal of fish or bait waste within the District's Surface Waters is prohibited.** District residents are encouraged to utilize solid waste containers or to dispose of small quantities of unused bait and fish waste offshore. Any normal residential solid wastes should be disposed of within solid waste containers at each District resident's home.
- The following best management practices will help negate any negative effects of the release of toxicants from anti-fouling paints used on boat bottoms:

I. All boat owners and operators shall be in compliance with the District's *Amended and Restated Rule Regarding District Waterways and Boating Facilities*, as amended from time to time ("Waterways and Boating Facility Rule").

II. All boat owners and operators shall be in compliance with the *Manatee Protection Plan* (originally at OR Book 11746, Page 1273), a copy of which is included as an exhibit to the Waterways and Boating Facility Rule.

III. Wipe down hulls often to prevent soft and hard growth and reduce scrubbing and toxicant release. Hull cleanings may only be performed off-site.

IV. Select a paint that does not require caustic solvents and releases little or no pollutants.

V. Use a hard, less toxic or non-toxic paint.

- Residential dock pilings utilized within the District shall be vinyl wrapped with thirty-mills (.030") thick vinyl, attached with one-inch (1") stainless steel large head nails from twelve-inches (12") below canal bottom to six-inches (6") above the mean high water mark as an added measure of caution for concerns related to the retention of chemical constituents in the piling wood preservative. The vinyl wrapping shall be inspected every six (6) months for damage. Any punctures shall be repaired within fourteen (14) days of occurrence.

- Tangled fishing line, plastic bottles, balloons, children's toys and similar debris are hazardous to marine life. Residents should be vigilant in protecting the District's Surface Waters from these type of materials. **The introduction of any such material is prohibited.**

5. NOTIFICATION PROCEDURES

The District shall have a Pollutant discharge containment and notification plan that more particularly sets forth the standards and protocol of the Response Team ("Response Team Plan"). The Response Team Plan shall be prepared by the District Manager or other individual(s) appointed by the Board, shall be in compliance with this Plan, and shall be approved by the Board. The Response Team Plan shall provide for a team of District resident volunteers and/or an independent contractor (both a "Response Team"). The Response Team shall promptly deploy containment equipment when Pollutant discharges are discovered in District Surface Waters. The Response Team Plan shall provide for the prompt notification of FDEP, Hillsborough County Environmental Protection Commission and any and all of the federal, state, county or local agencies as required by law.

In the event that an independent contractor is under contract with the District, the District's Board of Supervisors ("Board") shall seek and select members for the Response Team, or otherwise delegate such authority. The members of the Response Team shall be reflected on **Schedule 1** and updated by the Board from time to time in its sole discretion. Any member of the Board or any other District resident wishing to volunteer may serve on the Response Team subject to Board approval, in its sole and absolute discretion. If the Board is unable to obtain

sufficient volunteers to comprise the Response Team or, if the Board otherwise deems it in the best interest of the District, the Board may engage contractor personnel to provide substantially similar services.

The following notification and alert procedures shall be part of and supplemented by the Response Team Plan and shall commence immediately upon the observance of a Pollutant discharge. These procedures are to be followed by all District residents, directly or indirectly involved in the emergency, and are as follows:

A. Any District resident observing or discovering a Pollutant release, or having been notified of the same by a third-party, shall immediately notify the District Manager at the contact number listed on **Schedule 2**. **Schedule 2** shall automatically update without further action by the Board when the District Manager changes and/or the District Manager's contact information changes as shall be reflected on the District website: <http://harborbaycdd.org/>. In the event the District Manager is not available, the District resident should contact a Board member at the contact number listed on **Schedule 2**. **Schedule 2** shall automatically update without further action by the Board when a Board member's seat is vacated for any reason and a new Board member is sworn in to the previously vacated seat as shall be reflected on the District website: <http://harborbaycdd.org/>. All Surface Waters are named as depicted on **Figure 1** attached hereto.

When reporting a spill to the District Manager or Board member, the District resident will refer to the Surface Water identification number (or name) and location as depicted on **Figure 1**. The District Manager, or Board member, will then contact the Response Team.

B. In the case of a fire, boat accident, or other significant hazard, dial 911 immediately and then, only after contacting such emergency personnel, contact the District Manager.

C. The Response Team will confirm the spill, determine its cause if possible, and estimate its magnitude and shall immediately notify the appropriate agencies after attempting to contain the Pollutants.

D. The Response Team shall immediately provide telephone notification of a Pollutant discharge to the following agencies:

- > **United States Coast Guard National Response Center**
800-424-8802
- > **Florida Marine Patrol**
800-DIAL-FMP or 800-342-5367 or VHF – Channel 16 or
***FMP on Your Cell Phone**
- > **Division of Law Enforcement**
850-413-9911
- > **Hillsborough County Environmental Protection**
Commission Phone: 813-272-5960

> **District Manager 813-933-5571**

E. The information to be provided by the Response Team during the notification process shall contain the following accurate information:

- > Type of spill (petroleum, oil, etc.);
- > Time the spill occurred or was first observed;
- > Where the spill occurred;
- > The number and names of individuals involved;
- > Estimate of the amount spilled or rate of release, if continuing;
- > If from a vessel - name of craft, owner, size of boat;
- > Cause of the spill, if determined;
- > Actions being taken to combat the emergency, if any;
- > Agencies and personnel already notified;
- > Apparent damages (equipment, facilities, etc.) caused by the spill if known; and
- > Description of area likely to be affected.

Each Surface Water body is surrounded by District residences, thereby facilitating a substantial visual detection network.

6. POLLUTANT DISCHARGE RESPONSE PROCEDURES

The Response Team Plan shall include and supplement the following response procedures: Actions to control, remove, and clean up a pollutant discharge should commence immediately pursuant to the protocol set forth in Response Team Plan. The Response Team Plan shall provide that the Response Team will attempt to contain the discharge using the equipment on-site in the District. The nature and magnitude of the spill will then be reported to the appropriate agencies.

The procedure for the Response Team will be substantially as follows:

- > Immediately implement the deployment of a containment boom around the discharge area. If necessary, because of size of spill, a containment boom may be placed in front of the boatlift area before it discharges into the tidal waters, or at the first structure downstream of the discharge within the Canal Systems.
- > Ensure secondary cleanup response using additional cleanup equipment and material, to be executed within four hours after initial deployment of containment boom.

All efforts should be made to handle the spill locally. However, in the event outside parties are involved, the level of responsibility will shift to the highest-ranking officials such as the local fire chief in the event of a fire or an explosion, or in the event of an oil spill, the On-Scene-

Coordinator, appointed by the Hillsborough County Environmental Protection Commission or other appropriate agency. Any resident discovering a spill will take all steps possible to contact the District Manager and emergency personnel.

Schedule 1
Harbor Bay Community Development District
Response Team

Name	Phone Number	E-Mail Address

NOTE: AS OF MARCH 12, 2021, THE CDD HAS CONTRACTED WITH DIVERSIFIED ENVIRONMENTAL SERVICES, INC. (“DIVERSIFIED”) TO ADDRESS SPILLS AND CONTAMINATION EVENTS. THE PHONE NUMBER FOR DIVERSIFIED IS **(813)248-3256.**

Schedule 2

Harbor Bay Community Development District **Response Contacts**

***Harbor Bay Community Development District:**

c/o Jordan Lansford, District Manager
4530 Eagle Falls Place
Tampa, Florida 33619
jlansford@gms-tampa.com
(813)344-4844

****Board of Supervisors:**

Position	Board Member	Email	Phone Number
Chairman	Dan Leventry	Seat2@harborbaycdd.org	
Vice Chairman	Timothy Nargi	Seat4@harborbaycdd.org	
Assistant Secretary	Dean Walters	deanlwaltersforharborbaycdd@pm.me	
Assistant Secretary	Trisha Nesse-Wyssbrod	Seat5@harborbaycdd.org	
Assistant Secretary	Michael Rodriguez	mrodriguez.mirabay777@gmail.com	

*The District Manager and/or the District Manager's contact information will change from time to time. Therefore, the District website: <http://harborbaycdd.org/>, should be consulted for the most updated District Manager contact information.

**The Board changes from time to time. Therefore, the District website: <http://harborbaycdd.org/> should be consulted for the most updated Board member contact information.

FIGURE I

SECTION V
Subsection A - 1



Securiteam ONE Plus Virtual Security Guard Entry System Upgrade

The Mirabay Club

107 Manns Harbor Dr
Apollo Beach, FL 33572
813.649.7250

Prepared by:

Frank Prete
Vice President
Frank@mysecuriteam.com
813-978-1630

Why Securiteam

At Securiteam, we challenge conventional thinking in everything we do. We believe that thinking differently inspires innovation and creativity, enabling us to design and create innovative customized security and technology solutions that are durable, reliable, and user friendly.

We pride ourselves on our responsiveness, attention to detail, and customer service. We listen to your needs, collaborate ideas, and work to develop unique value-added solutions that meet today's most demanding requirements.

About Us

We are a Premier Security Solutions & Technology Integration Company Founded in 2005

Nationally recognized as a 2022 Top-100 Systems Integrator by SDM Magazine

Created our Proprietary Virtual Security Guard Service in 2012

We Customize State-of-the-Art Solutions that meet YOUR Specific Needs

Licensed, Bonded, Insured, and State Certified Security & Alarm Contractor

Customer-Centric Business Culture Providing YOU with Exceptional Customer Service

Industry Leading A+ Better Business Bureau Rating and a 4.9 Google Rating

Panasonic Diamond Level Security Solutions Provider

What We Do

- Access Cards & Fobs
- Access Control Systems
- AV Systems
- Electronic Meeting Room Scheduler
- Digital Signage
- Guest Wi-Fi
- Low Voltage Cabling
- Music & Sound Distribution
- Monitored Surveillance Systems
- Security Systems
- Surveillance Systems
- Virtual Security Guard Service



Summary of Qualifications

Securiteam, Inc.

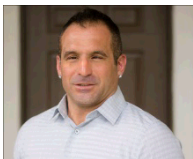
- Securiteam's Main Office and National Monitoring Center is in Tampa, FL
- Licensed, Bonded, Insured and State Certified Security and Fire Alarm Contractors
- \$2 Million Liability Insurance policy
- A+ rating by the BBB
- 24/7/365 live tech support
- Listed in the top 100 Security Integrator's in the country

Key Personnel



Rob Cirillo – Founder & CEO

- 25+ Years of electronic security industry experience including regional management positions.
- Licensed to design and install Security and Fire Alarm Systems in FL, MA, & ME
- Automatic Fire Alarm Association Trained and Certified



Frank Prete – Vice President

- 25+ Years technical industry experience
- Certified for Burglar Alarm and Fire Alarm Installations

Technical Team

- 25+ Years technical industry experience

Office Personnel

- Nisha Sevilla – Office Manager – 5+ years of experience

How Virtual Security Guard Service works:

Remote Guards can instantly search resident and guest information, often searching in less than five seconds. Residents can connect anytime to update their personal and guest information and receive email and text notifications and reports.

Administrators are able to view and update all resident, guest, and view logs of guests entering the community.

Residents access to software from any computer or mobile device and can add, edit, and delete guest information, update their personal information, change their password, list additional residents, set up notifications for guest arrival, view a community directory, set up call restrictions, view their registered vehicles and add guests license plates, and even view a history of guest activity.

- License plate reader system for permeant guest entering vehicles.
- Cloud based software.
- Delivers overview video and images of the vehicle and the license plate.
- Reduces vehicle wait time at gate
- Residents receive a text message or call for guest entry
- Residents manage their guests online
- Setup guest denied if necessary



**The Mirabay Club
Securiteam ONE Plus Virtual Security Guard Entry System Upgrade**

Manns Harbor Gate

1	Virtual Security Guard Kiosk Video and Intercom
1	Securiteam Intercom
1	Securitem LPR Server for VSG Service
1	Proptia Scanner Securiteam Kit (IP/UDP)
1	Araknis Networks Single-WAN Gigabit VPN Router with OVRC Pro
1	Araknis 210 Series Websmart Gigabit Switch with Partial PoE
2	Axis Entry Lane License Plate Camera
1	Virtual Vehicle Loop Detector
1	SMART Series 8-Channel 8 PoE 2TB NVR Bundle with Turing Bridge
3	SMART 4MP TwilightVision IR Turret IP Camera 2.8mm
3	SMART Series Turret & Fixed Dome Junction Box, White
1	Minuteman rack mount UPS
1	Axis Exit License Plate Camera
1	24-Hour Virtual Security Guard Service Monthly

MiraBay Blvd Gate

1	Virtual Security Guard Kiosk Video and Intercom
1	Securiteam Intercom
1	Securitem LPR Server for VSG Service
1	Proptia Scanner Securiteam Kit (IP/UDP)
1	Araknis Networks Single-WAN Gigabit VPN Router with OVRC Pro
1	Araknis 210 Series Websmart Gigabit Switch with Partial PoE
2	Axis Entry Lane License Plate Camera
1	Virtual Vehicle Loop Detector
1	SMART Series 8-Channel 8 PoE 2TB NVR Bundle with Turing Bridge
3	SMART 4MP TwilightVision IR Turret IP Camera 2.8mm
3	SMART Series Turret & Fixed Dome Junction Box, White
1	Minuteman rack mount UPS
1	Axis Exit License Plate Camera
1	24-Hour Virtual Security Guard Service Monthly

** Recurring service charges not included in the total install price.*

Admiral Point Gate

- | | |
|---|--|
| 1 | Virtual Security Guard Kiosk Video and Intercom |
| 1 | Securiteam Intercom |
| 1 | Securitem LPR Server for VSG Service |
| 1 | Proptia Scanner Securiteam Kit (IP/UDP) |
| 1 | Araknis Networks Single-WAN Gigabit VPN Router with OVRC Pro |
| 1 | Araknis 210 Series Websmart Gigabit Switch with Partial PoE |
| 2 | Axis Entry Lane License Plate Camera |
| 1 | Virtual Vehicle Loop Detector |
| 1 | SMART Series 8-Channel 8 PoE 2TB NVR Bundle with Turing Bridge |
| 3 | SMART 4MP TwilightVision IR Turret IP Camera 2.8mm |
| 3 | SMART Series Turret & Fixed Dome Junction Box, White |
| 1 | Minuteman rack mount UPS |
| 1 | Axis Exit License Plate Camera |
| 1 | 24-Hour Virtual Security Guard Service Monthly |

Bay Breeze Resident Entry ONLY

- | | |
|---|--|
| 1 | Reprogram existing resident access control to connect to Securiteam staff. |
|---|--|

** Recurring service charges not included in the total install price.*

Project Summary

Securiteam ONE Plus *\$0 up front installation fee*

Total number of homes: 1,300

Combined Total: 4 Entries.

24-hour service

\$15,593.81 per month/ 36-month contract or \$14,995.83 per month/ 60-month contract or

\$14,846.80 per month/ 72-month contract

Securiteam ONE Plus Plan Includes:

***System equipment and installation**

***Repair Service Labor**

***Defective parts replaced**

***Remote diagnostics & troubleshooting**

***Repairs due to normal wear & tear**

***Average response time 24 hours**

***Notes:**

***Includes full system access on all video systems,access control systems,virtual guard visitor managment software powered by Proptia**

***Includes weekly training session for admin staff and residents prior to deployment**

***admin staff and board members will learn to pull video coverage anytime.Securiteam staff will assist if needed.**

Installation and/or service tax not included

** Recurring service charges not included in the total install price.*

Product Details



Virtual Security Guard Kiosk Video and Intercom

Custom Powder Coat Welded at all sides for a reinforced solid construction. Finish stainless steel or cold roll steel or black or white powder coat Provided with service plate in rear base for simple mounting. Designed at comfortably accessible heights for both pedestrian and special needs traffic. Customized design options



Securiteam Intercom

The 2N® IP Verso security intercom is configurable to your needs thanks to its modularity. It provides reliable access control and allows you to easily interface with other systems, achieving even higher site security.



Securiteam LPR Server for VSG Service

NUC10i7FNH, 16GB, 256GB M.2 SATA - SUPPORT SERVICE, NUC 3-year



Proptia Scanner Securiteam Kit (IP/UDP)



Araknis Networks Single-WAN Gigabit VPN Router with OVRC Pro

For high-traffic networks with up to 500 devices choose the Araknis Networks 310-series router. It features four Gigabit LAN interfaces with full Gigabit LAN-LAN speed as well as a Gigabit WAN interface. An embedded firewall helps keep your network secure while support of numerous VPN technologies allow remote access to your client's network. Plus every Araknis router is fully embedded with OvrC Pro giving you full network visibility and intuitive troubleshooting tools.



Araknis 210 Series Websmart Gigabit Switch with Partial PoE

For installs that require PoE on a budget opt for the Araknis Networks 210-series switch. With it you get a sizable power budget and full PoE capability on all ports up to 30W. You can also take advantage of Websmart which allows you to control PoE and IP settings via OvrC. When it comes to operation this switch has it all including plug and play capability multiple mounting options and a sleek 1U.



Axis Entry Lane License Plate Camera

AXIS P1465-LE P14 Series 2MP Fully Featured Bullet IP Camera, 10.9-29mm Lens.
1920 x 1080 Resolution at up to 60 fps
10.9-29mm Varifocal Lens
Audio Input



Virtual Vehicle Loop Detector

The Optex OVS-1GT Virtual Loop gives you all of the advantages of the a loop without the cutting. The Virtual Loop uses a combination of ultra-sonic and radar to detect cars up to 16 away while canceling out pedestrian traffic. This unit can be used for any loop application with any type of gate operator. Never cut a loop again



SMART Series 8-Channel 8 PoE 2TB NVR Bundle with Turing Bridge

Face/Human/Vehicle AI and more with Turing SMART Series Cameras, Bridge, and Cloud
First-Year Free Turing Vision Cloud AI Feature Access
Support Ultra265/H.265/H.264 video formats
8-channel input; 8 POE Ports
Up to 8MP input and 4K output
2TB Included; 2 SATA Max, up to 10TB for each HDD
Best used with Turing SMART series IP Cameras
Turing cloud-ready with Smart NVR series and Turing bridge/servers
Support cloud upgrade



SMART 4MP TwilightVision IR Turret IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud
Max. 4MP(2688x1520) resolution @30/25fps
2.8mm fixed lens
TwilightVision allows for optimal image clarity in low light
Smart IR up to 30m (98ft)
Support 256 G microSD card
IP67, WDR, PoE



SMART Series Turret & Fixed Dome Junction Box, White

Turing TP-EFDJB SMART Series Turret & Fixed Dome Junction Box, White



Minuteman rack mount UPS

The Minuteman PRO1000RT is a versatile rich-featured 1000VA 700W 120 VAC line-interactive UPS. It's specially designed to support servers telecom or VoIP systems security systems plus many other applications.



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24-Hour Virtual Security Guard Service Monthly



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10.9-29mm Varifocal Lens
Audio Input



24-Hour Virtual Security Guard Service Monthly



Reprogram existing resident access control to connect to Securiteam staff.

Terms, Scope, & Acceptance

Your satisfaction is important to us, and we plan to exceed your expectations!
This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of thirty days from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Customer must maintain sufficient insurance to cover property damages or bodily injury for Customer and any of its licensees, invitees or others who are not such licensees, contractors, employees, agents or invitees of Securiteam, Inc. Customer agrees that recovery from Securiteam for any property damage or bodily injury shall be offset by payment from such insurance.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

- Municipal permit fees (if applicable)
- A/C power & electrical conduit
- Applicable internet or telephone communications services
- 50% down and balance upon substantial completion

Accepted by

Date

Securiteam

I accept this proposal and authorize the work to be done and accept responsibility for payments due. _____



Resident Access Control Upgrade Gates ONLY

The Mirabay Club

107 Manns Harbor Dr
Apollo Beach, FL 33572
813.649.7250

Prepared by:

Frank Prete
Vice President
Frank@mysecuriteam.com
813-978-1630

Why Securiteam

At Securiteam, we challenge conventional thinking in everything we do. We believe that thinking differently inspires innovation and creativity, enabling us to design and create innovative customized security and technology solutions that are durable, reliable, and user friendly.

We pride ourselves on our responsiveness, attention to detail, and customer service. We listen to your needs, collaborate ideas, and work to develop unique value-added solutions that meet today's most demanding requirements.

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Created our Proprietary Virtual Security Guard Service in 2012

We Customize State-of-the-Art Solutions that meet YOUR Specific Needs

Licensed, Bonded, Insured, and State Certified Security & Alarm Contractor

Customer-Centric Business Culture Providing YOU with Exceptional Customer Service

Industry Leading A+ Better Business Bureau Rating and a 4.9 Google Rating

Panasonic Diamond Level Security Solutions Provider

What We Do

- Access Cards & Fobs
- Access Control Systems
- AV Systems
- Electronic Meeting Room Scheduler
- Digital Signage
- Guest Wi-Fi
- Low Voltage Cabling
- Music & Sound Distribution
- Monitored Surveillance Systems
- Security Systems
- Surveillance Systems
- Virtual Security Guard Service



Summary of Qualifications

Securiteam, Inc.

- Securiteam's main office and monitoring center is in Tampa, FL
- Licensed, Bonded, Insured and State Certified Security and Fire Alarm Contractors
- \$2 Million Liability Insurance policy
- A+ rating by the BBB
- 24/7/365 live tech support
- Listed in the top 100 Security Integrator's in the country

Key Personnel



Rob Cirillo – Founder & CEO

- 25+ Years of electronic security industry experience including regional management positions.
- Licensed to design and install Security and Fire Alarm Systems in FL, MA, & ME
- Automatic Fire Alarm Association Trained and Certified



Frank Prete – Vice President

- 25+ Years technical industry experience
- Certified for Burglar Alarm and Fire Alarm Installations

Technical Team

- 25+ Years technical industry experience

Office Personnel

- Nisha Sevilla – Office Manager – 5+ years of experience

Advanced Analytics & Surveillance



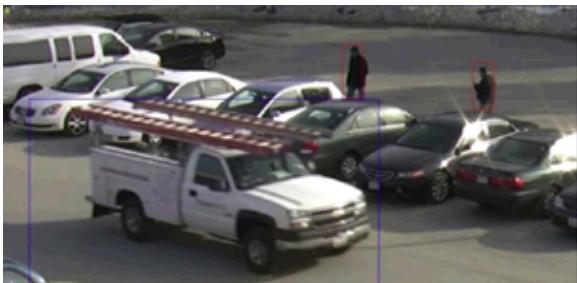
Through industry leading partnerships and innovative design, Securiteam provides true preventative protection using advanced AI Technology. Video technology is constantly evolving. If you're looking for the highest resolution, intelligent analytics, professional design, or knowledgeable staff, Securiteam can provide the best solution to meet your needs. We partner with companies to provide class leading, innovative solutions through smarter object detection (Vehicle or person), advanced, pattern-based video searches, and self-learning analytics. The technologies used include better scenario-based alerts like intrusion, loitering, and unusual activity detection. Securiteam leads the way by providing the best technologies through strategic partnerships.

Better-Than-Guard Level Security a Fraction of the cost

When Human presence is detected in an authorized area, the signal is sent to our state-of-the-art remote video monitoring center. Once the activity is verified by the remote officer, your custom predefined action plan is implemented which may include a live voice to the premises. The best part is that our cameras do not sleep, take breaks call out sick or ever get distracted.



Limit False Alarms and Save Storage



Using scene adaptive intelligence and varied analytical profiles, Advanced analytics reduce remote and local guard costs by eliminating most nuisance alarms that occur with conventional video motion detection. Simply put, our partners technologies can identify the difference between a person, a bird and windblown leaves where simple video motion cannot.

The Mirabay Club
Resident Access Control Upgrade Gates ONLY

Mann Harbor Gate	\$2,562.00
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1	Protege GX Pre-Wired Kit - 4 Doors
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North Gate	\$2,562.00
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1	Protege GX Pre-Wired Kit - 4 Doors
---	------------------------------------

Admiral Gate	\$2,562.00
---------------------	-------------------

1	Protege GX Pre-Wired Kit - 4 Doors
---	------------------------------------

Bay Breeze Gate Resident Entry Only	\$1,713.00
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1	Protege GX Pre-Wired Kit - 2 Doors
---	------------------------------------

Crosswalk Pedestrian Gate	\$822.00
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1	ProtegeGX DIN Rail Single Door Controller
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New Resident Windsheild Tags	\$28,600.00
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2600	AWID Windsheild Tag @ 11.00 each
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** Recurring service charges not included in the total install price.*

Project Summary

TOTAL: \$38,821.00

Internet service required for remote connection

50% down and balance upon substantial completion or

Optional \$0 upfront cost Securiteam ONE Plus Lease:

\$485.94 per month/ 36-month contract or \$372.74 per month/ 60-month contract or \$344.61 per month/ 72-month contract

Securiteam ONE Plus Plan Includes:

- *System equipment and installation**
- *Repair Service Labor**
- *Defective parts replaced**
- *Remote diagnostics & troubleshooting**
- *Repairs due to normal wear & tear**
- *Average response time 48 hours**

***Notes:**

***Includes Securiteam ONE Repair Plan**

***Resident Access Control Credentials billed seperatly**

***If issues cannot be resolved remotely, emergency service requests will be on an on call basis**

** Recurring service charges not included in the total install price.*

Product Details

	Protege GX Pre-Wired Kit - 4 Doors
	Protege GX Pre-Wired Kit - 4 Doors
	Protege GX Pre-Wired Kit - 4 Doors
	Protege GX Pre-Wired Kit - 2 Doors
	ProtegeGX DIN Rail Single Door Controller
	AWID Windsheild Tag @ 11.00 each

Implementing the Gen-2 Protocol AWID's rear view mirror tag revolutionizes passive Long Range Vehicle access and identification control. Allowing for maximum environmental considerations it delivers true hands-free access control and features tamper proof security preventing unauthorized removal. Easily mounted inside the car on the backside of the Rear View mirror via its adhesive backing. The RV tag offers read ranges up to an astonishing 20

Terms, Scope, & Acceptance

Your satisfaction is important to us, and we plan to exceed your expectations!
This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of thirty days from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Customer must maintain sufficient insurance to cover property damages or bodily injury for Customer and any of its licensees, invitees or others who are not such licensees, contractors, employees, agents or invitees of Securiteam, Inc. Customer agrees that recovery from Securiteam for any property damage or bodily injury shall be offset by payment from such insurance.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

- Municipal permit fees (if applicable)
- A/C power & electrical conduit
- Applicable internet or telephone communications services
- 50% down and balance upon substantial completion

Accepted by

Date

Securiteam

I accept this proposal and authorize the work to be done and accept responsibility for payments due. _____



Amenity Surveillance System Upgrades

The Mirabay Club

107 Manns Harbor Dr
Apollo Beach, FL 33572
813.649.7250

Prepared by:

Frank Prete
Vice President
Frank@mysecuriteam.com
813-978-1630

Why Securiteam

At Securiteam, we challenge conventional thinking in everything we do. We believe that thinking differently inspires innovation and creativity, enabling us to design and create innovative customized security and technology solutions that are durable, reliable, and user friendly.

We pride ourselves on our responsiveness, attention to detail, and customer service. We listen to your needs, collaborate ideas, and work to develop unique value-added solutions that meet today's most demanding requirements.

About Us

We are a Premier Security Solutions & Technology Integration Company Founded in 2005

Nationally recognized as a 2022 Top-100 Systems Integrator by SDM Magazine

Created our Proprietary Virtual Security Guard Service in 2012

We Customize State-of-the-Art Solutions that meet YOUR Specific Needs

Licensed, Bonded, Insured, and State Certified Security & Alarm Contractor

Customer-Centric Business Culture Providing YOU with Exceptional Customer Service

Industry Leading A+ Better Business Bureau Rating and a 4.9 Google Rating

Panasonic Diamond Level Security Solutions Provider

What We Do

- Access Cards & Fobs
- Access Control Systems
- AV Systems
- Electronic Meeting Room Scheduler
- Digital Signage
- Guest Wi-Fi
- Low Voltage Cabling
- Music & Sound Distribution
- Monitored Surveillance Systems
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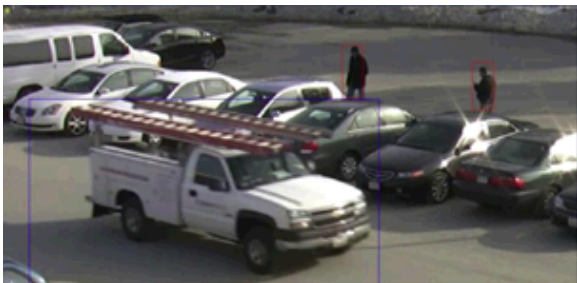
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**The Mirabay Club
Amenity Surveillance System Upgrades**

Main Club House Surveillance Upgrade	\$12,976.00
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- | | |
|---|--|
| 1 | SMART Series 8-Channel 8 PoE 2TB NVR |
| 5 | SMART 4MP TwilightVision IR Turret IP Camera 2.8mm |
| 5 | SMART Series Turret & Fixed Dome Junction Box, White |
| 1 | Araknis Networks® 310-Series Gigabit VPN Router |
| 1 | SMART Series 4-Channel 4PoE 2TB NVR |
| 2 | WiFi bridge - Sold Individually |
| 2 | Mount for Wifi Bridge |
| 1 | Ubiquiti Cloud Key Gen 2 |
| 1 | 5MP 180 Degree Panoramic IP Turret Camera |
| 2 | 4x5MP PTZ Remote Adjustable Camera |
| 2 | PoE Injector |

Sports Court Surveillance System Upgrade	\$12,297.00
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- | | |
|---|---|
| 2 | SMART Series 4-Channel 4PoE 2TB NVR |
| 3 | SMART 4MP TwilightVision IR Turret IP Camera 2.8mm |
| 2 | SMART Series Turret & Fixed Dome Junction Box, White |
| 1 | 4x5MP PTZ Remote Adjustable Camera |
| 1 | PoE Injector |
| 1 | 12MP Panoramic Fisheye Camera |
| 2 | Araknis Networks® 310-Series Gigabit VPN Router |
| 1 | Trenching Backfill |
| 1 | 15 Aluminum Mounting Post - Black Powder Coat includes footer |

Landings Park	\$3,292.00
----------------------	-------------------

- | | |
|---|--|
| 1 | SMART Series 4-Channel 4PoE 2TB NVR |
| 2 | SMART 4MP TwilightVision IR Turret IP Camera 2.8mm |
| 2 | SMART Series Turret & Fixed Dome Junction Box, White |
| 1 | 5MP 180 Degree Panoramic IP Turret Camera |
| 1 | Araknis Networks® 310-Series Gigabit VPN Router |

** Recurring service charges not included in the total install price.*

Wolf Creek Park

\$3,712.00

- 1 SMART Series 4-Channel 4PoE 2TB NVR
- 1 SMART 4MP TwilightVision IR Turret IP Camera 2.8mm
- 1 SMART Series Turret & Fixed Dome Junction Box, White
- 1 Araknis Networks® 310-Series Gigabit VPN Router
- 1 Network Horn Speaker
- 1 Araknis Networks 210 Series PoE

Boat Dock

\$3,530.00

- 1 SMART Series 4-Channel 4PoE 2TB NVR
- 1 5MP 180 Degree Panoramic IP Turret Camera
- 1 Araknis Networks® 310-Series Gigabit VPN Router
- 1 5 Port Fast Ethernet PoE Switch with 4 PoE+ Ports
- 2 SMART 4MP TwilightVision IR Turret IP Camera 2.8mm
- 2 SMART Series Turret & Fixed Dome Junction Box, White

Admiral Point Surveillance Upgrade

\$6,848.00

- 1 SMART Series 8-Channel 8 PoE 2TB NVR
- 5 SMART 4MP TwilightVision IR Turret IP Camera 2.8mm
- 5 SMART Series Turret & Fixed Dome Junction Box, White
- 1 4x5MP PTZ Remote Adjustable Camera
- 1 PoE Injector
- 1 Araknis Networks® 310-Series Gigabit VPN Router

Access Control System Upgrade

\$14,373.00

- Main Club House
- 1 Protege GX Pre-Wired Kit - 6 Doors
- 1 Surge Protector
- 1 12-Volt 7AH Battery with F2 Connector
- Sports Court
- 1 Protege GX Pre-Wired Kit - 6 Doors
- 1 Surge Protector

** Recurring service charges not included in the total install price.*

1	12-Volt 7AH Battery with F2 Connector Boat Dock
1	ProtegeGX DIN Rail Single Door Controller Admiral Point
1	Protege GX Pre-Wired Kit - 4 Doors
1	Surge Protector

Access Control Credentials Optional

\$20,800.00

2600	Proptia Bluetooth Mobile Phone Credentials @ \$7.00 each
2600	Proptia Credential License (1 each required for ALL credential)
0	Proptia Key Fob @ \$7.00 each

Optional Bluetooth Readers for Mobile Credentials

\$4,466.00

14	Mobile-Ready Contactless Smartcard Reader
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** Recurring service charges not included in the total install price.*

Project Summary

TOTAL: \$82,294.00

Payment options:
50% down and balance upon substantial completion

Event-based Video Monitoring: \$1,500 monthly

- *Main Clubhouse**
- *Sports Courts**
- *Admiral Point**

Surveillance System Video Health Monitoring: \$600 monthly

- *Main Clubhouse**
- *Sports Courts**
- *Admiral Point**
- *Landings Park**
- *Wolf Creek Park**
- *Boat Docks**

Securiteam ONE Repair Plan: \$1,176.05

Securiteam ONE Repair Plan Includes:

- *Repair Service Labor**
- *Defective parts replaced**
- *Remote diagnostics & troubleshooting**
- *Repairs due to normal wear & tear**
- *Average response time 48 hours**

Optional \$0 upfront cost Securiteam ONE Plus Lease:

\$2,914.15 per month/ 36-month contract or 2,235.26 per month/ 60-month contract or \$2,066.57 per month/ 72-month contract

Securiteam ONE Plus Plan Includes:

- *System equipment and installation**
- *Repair Service Labor**
- *Defective parts replaced**
- *Remote diagnostics & troubleshooting**
- *Repairs due to normal wear & tear**
- *Average response time 48 hours**

** Recurring service charges not included in the total install price.*

***Notes:**

***Includes Securiteam ONE Repair Plan**

***Event-based video monitoring & surveillance system video health monitoring billing will apply**

***Resident Access Control Credentials billed separately**

*****Installation and/or service taxes not included, if applicable.*****

** Recurring service charges not included in the total install price.*

Product Details



SMART Series 8-Channel 8 PoE 2TB NVR

Face/Human/Vehicle AI and more with Turing SMART Series Cameras, Bridge, and Cloud
First-Year Free Turing Vision Cloud AI Feature Access
Support Ultra265/H.265/H.264 video formats
8-channel input; 8 POE Ports
Up to 8MP input and 4K output
2TB Included; 2 SATA Max, up to 10TB for each HDD
Best used with Turing SMART series IP Cameras
Turing cloud-ready with Smart NVR series and Turing bridge/servers
Support cloud upgrade



SMART 4MP TwilightVision IR Turret IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud
Max. 4MP(2688x1520) resolution @30/25fps
2.8mm fixed lens
TwilightVision allows for optimal image clarity in low light
Smart IR up to 30m (98ft)
Support 256 G microSD card
IP67, WDR, PoE



SMART Series Turret & Fixed Dome Junction Box, White

Turing TP-EFDJB SMART Series Turret & Fixed Dome Junction Box, White



Araknis Networks® 310-Series Gigabit VPN Router

For high-traffic networks with up to 500 devices choose the Araknis Networks 310-series router. It features four Gigabit LAN interfaces with full Gigabit LAN-LAN speed as well as a Gigabit WAN interface. An embedded firewall helps keep your network secure while support of numerous VPN technologies allow remote access to your client's network. Plus every Araknis router is fully embedded with OvrC Pro giving you full network visibility and intuitive troubleshooting tools.



SMART Series 4-Channel 4PoE 2TB NVR

Face/Human/Vehicle AI and more with Turing SMART Series Cameras, Bridge, and Cloud
First-Year Free Turing Vision Cloud AI Feature Access
Support Ultra265/H.265/H.264 video formats
4-channel input; 4 POE Ports
Up to 8MP input and 4K output
2TB Included; 2 SATA Max, up to 10TB for each HDD
Best used with Turing SMART series IP Cameras
Turing cloud-ready with Smart NVR series and Turing bridge/servers
Support cloud upgrade



WiFi bridge - Sold Individually

The sleek NanoBeam design with proprietary airMAX ac chipset and dedicated management Wi-Fi for easy UISP mobile app support and fast setup. This airMAX ac CPE pivots on a ball joint for mounting and alignment flexibility.



Mount for Wifi Bridge



Ubiquiti Cloud Key Gen 2

Powerful, Cloud-based Network Management. Build, secure, and optimize your UniFi system with our compact, Cloud-connected controller.



5MP 180 Degree Panoramic IP Turret Camera

Smart 5MP Panoramic IP Turret Camera with Core iY, Turing Video
Category: Turing Video, Video Surveillance, IP Cameras, Panoramic Cameras



4x5MP PTZ Remote Adjustable Camera

4x5MP Multi-Sensor PTZ Remote Adjustable Camera, 2.7-13.5mm Motorized Lens, White.
4 fully independent video streams
Max 2592 x 1944 resolution @ 30FPS
Max 40M (131ft) surround IR LED
Remote PTZ control to adjust zoom and view angles
Connects to Turing Smart Series NVR (via ONVIF protocol)



PoE Injector

65W Poe Injector



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SMART Series Turret & Fixed Dome Junction Box, White

Turing TP-EFDJB SMART Series Turret & Fixed Dome Junction Box, White



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Remote PTZ control to adjust zoom and view angles
Connects to Turing Smart Series NVR (via ONVIF protocol)



PoE Injector

65W Poe Injector



12MP Panoramic Fisheye Camera

12MP Image sensor with 360-degree fisheye lens
Fisheye, panoramic, and ePTZ modes available in wall, desk, and ceiling orientations
Built-in surround IR LED for improved low light
High resolution sensor and an ultra-wide angle fisheye lens. It supports a variety of modes that digitally dewarp the fisheye image into a view suitable for the application.



Araknis Networks® 310-Series Gigabit VPN Router

For high-traffic networks with up to 500 devices choose the Araknis Networks 310-series router. It features four Gigabit LAN interfaces with full Gigabit LAN-LAN speed as well as a Gigabit WAN interface. An embedded firewall helps keep your network secure while support of numerous VPN technologies allow remote access to your client's network. Plus every Araknis router is fully embedded with OvrC Pro giving you full network visibility and intuitive troubleshooting tools.



Trenching Backfill



15 Aluminum Mounting Post - Black Powder Coat includes footer

15 Foot Mounting Post installations



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SMART Series Turret & Fixed Dome Junction Box, White

Turing TP-EFDJB SMART Series Turret & Fixed Dome Junction Box, White



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Network Horn Speaker

AXIS C1310-E Network Horn Speaker is perfect for outdoor environments in most climates. It allows users to remotely warn off intruders before they commit a crime to deliver instructions during an emergency or to make general voice messages. Built-in memory supports pre-recorded messages or security personnel can respond to notifications with live speak. Digital signal processing DSP ensures clear sound. Open standards support easy integration with network video access control analytics and VoIP supporting SIP. AXIS C1310-E is a standalone unit that can be placed almost anywhere which supports a flexible scalable and cost-effective approach to system design.



Araknis Networks 210 Series PoE

For installs that require PoE on a budget opt for the Araknis Networks 210-series switch. With it you get a sizable power budget and full PoE capability on all ports up to 30W. You can also take advantage of Websmart which allows you to control PoE and IP settings via OvrC. When it comes to operation this switch has it all including plug and play capability multiple mounting options and a sleek 1U.



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5 Port Fast Ethernet PoE Switch with 4 PoE+ Ports



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Turing TP-EFDJB SMART Series Turret & Fixed Dome Junction Box, White



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65W Poe Injector



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Protege GX Pre-Wired Kit - 6 Doors



Surge Protector

120 VAC
Surface or conduit mounting
Diagnostic indicator light
Self restoring
3 wire device
ELOCK Circuit Breaker Lockout Kit included

Protege GX Pre-Wired Kit - 6 Doors



Surge Protector

120 VAC
Surface or conduit mounting
Diagnostic indicator light
Self restoring
3 wire device
ELOCK Circuit Breaker Lockout Kit included

ProtegeGX DIN Rail Single Door Controller

Protege GX Pre-Wired Kit - 4 Doors



Surge Protector

120 VAC
Surface or conduit mounting
Diagnostic indicator light
Self restoring
3 wire device
ELOCK Circuit Breaker Lockout Kit included



Proptia Bluetooth Mobile Phone Credentials @ \$7.00 each

2.4-GHz Mobile BLE-enabled smartphones (Proptia MAXSecure Code)



Proptia Credential License (1 each required for ALL credential)

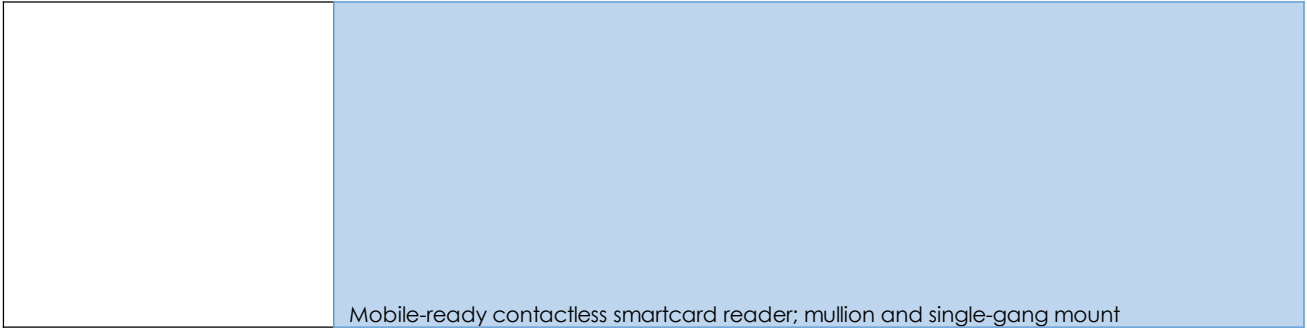


Proptia Key Fob @ \$7.00 each

37-bit High-security key fob-style tag (Proptia MAXSecure Code)



Mobile-Ready Contactless Smartcard Reader



Terms, Scope, & Acceptance

Your satisfaction is important to us, and we plan to exceed your expectations!
This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of thirty days from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Customer must maintain sufficient insurance to cover property damages or bodily injury for Customer and any of its licensees, invitees or others who are not such licensees, contractors, employees, agents or invitees of Securiteam, Inc. Customer agrees that recovery from Securiteam for any property damage or bodily injury shall be offset by payment from such insurance.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

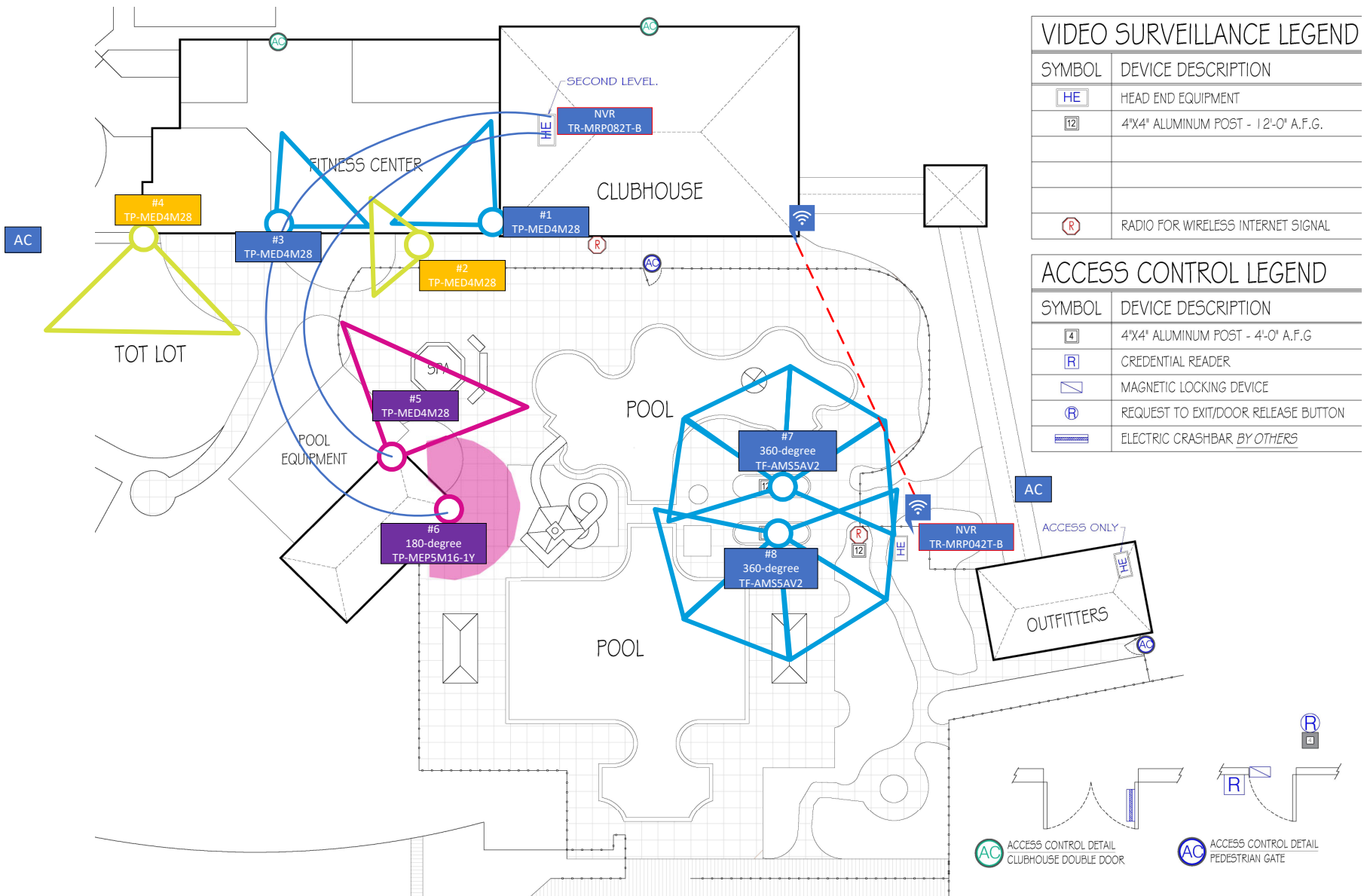
- Municipal permit fees (if applicable)
- A/C power & electrical conduit
- Applicable internet or telephone communications services
- 50% down and balance upon substantial completion

Accepted by

Date

Securiteam

I accept this proposal and authorize the work to be done and accept responsibility for payments due. _____



20 m
50 ft



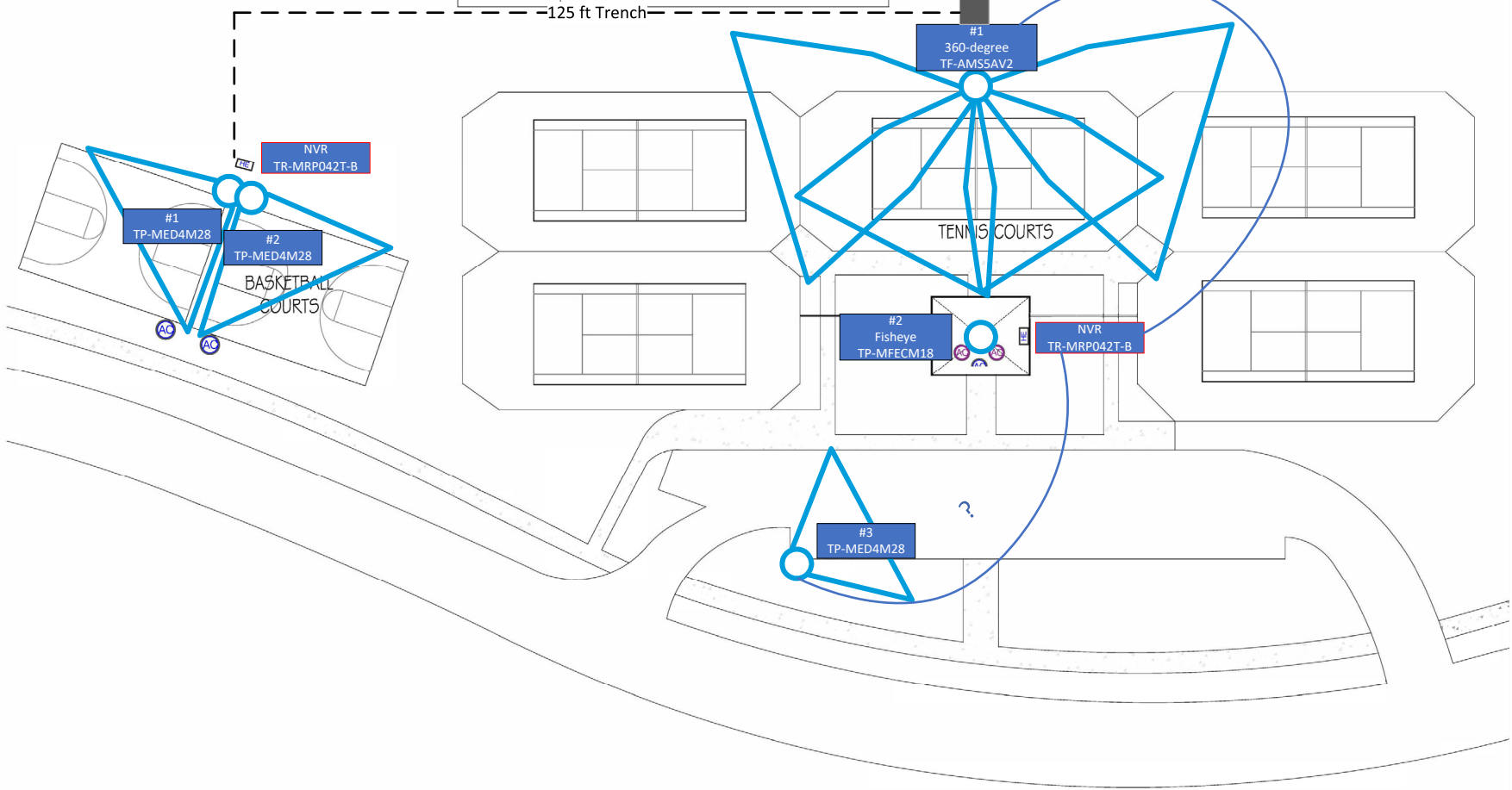
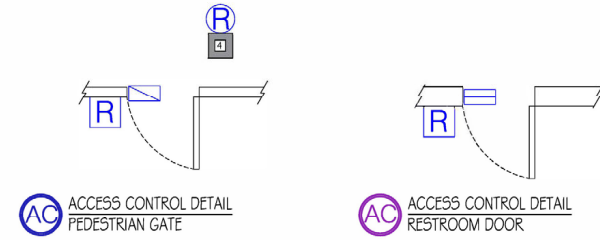
ACTIVE & PASSIVE VIDEO SURVEILLANCE & ACCESS CONTROL SYSTEMS
NOT TO SCALE

VIDEO SURVEILLANCE LEGEND

SYMBOL	DEVICE DESCRIPTION
	HEAD END EQUIPMENT
	4"x4" ALUMINUM POST - 12'-0" A.F.G.

ACCESS CONTROL LEGEND

SYMBOL	DEVICE DESCRIPTION
	4"x4" ALUMINUM POST - 4'-0" A.F.G.
	CREDENTIAL READER
	MAGNETIC LOCKING DEVICE
	REQUEST TO EXIT/DOOR RELEASE BUTTON
	ELECTRIC STRIKE

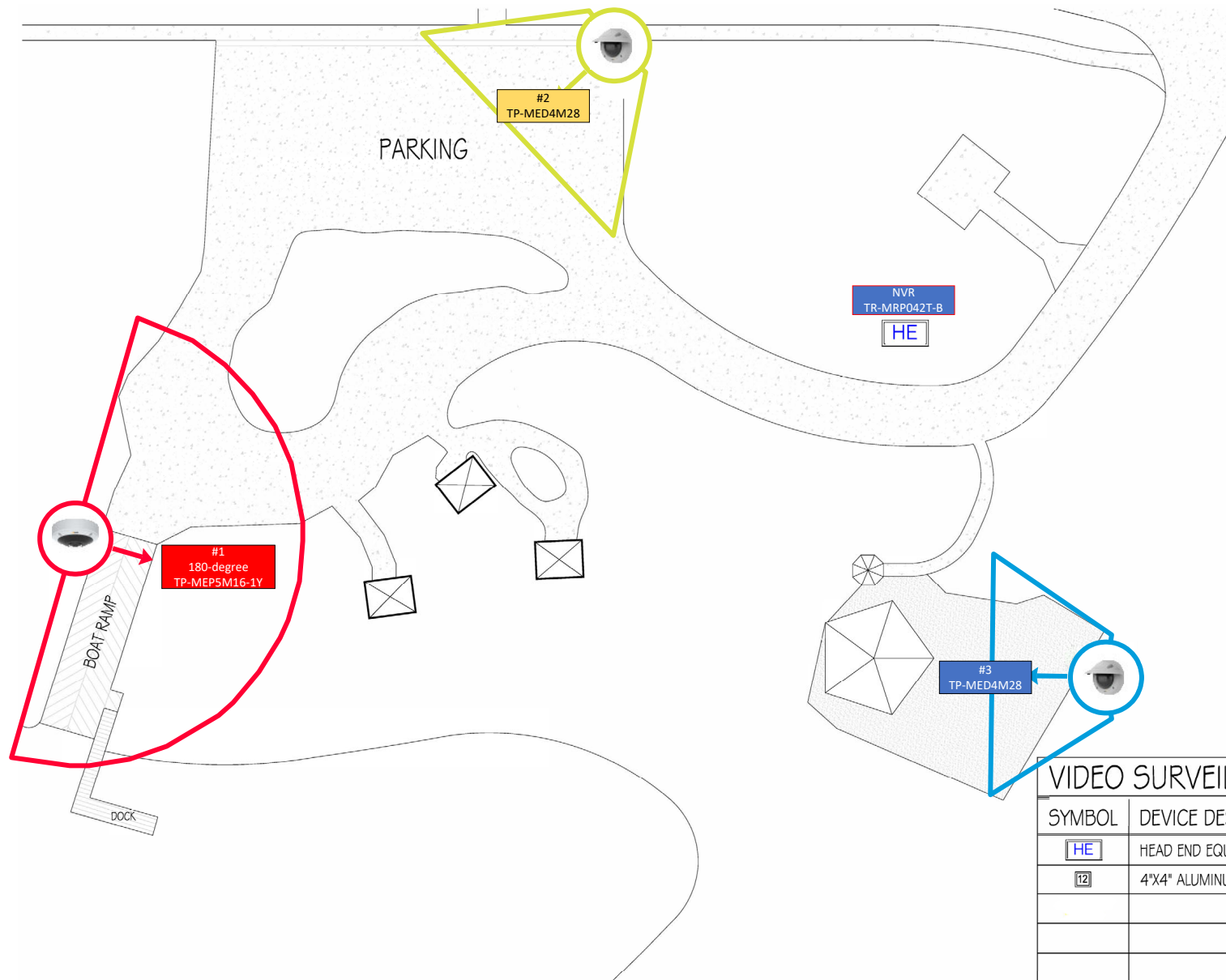


ACTIVE VIDEO SURVEILLANCE & ACCESS CONTROL SYSTEMS

NOT TO SCALE

5 m

20 ft



3 m
10 ft

N

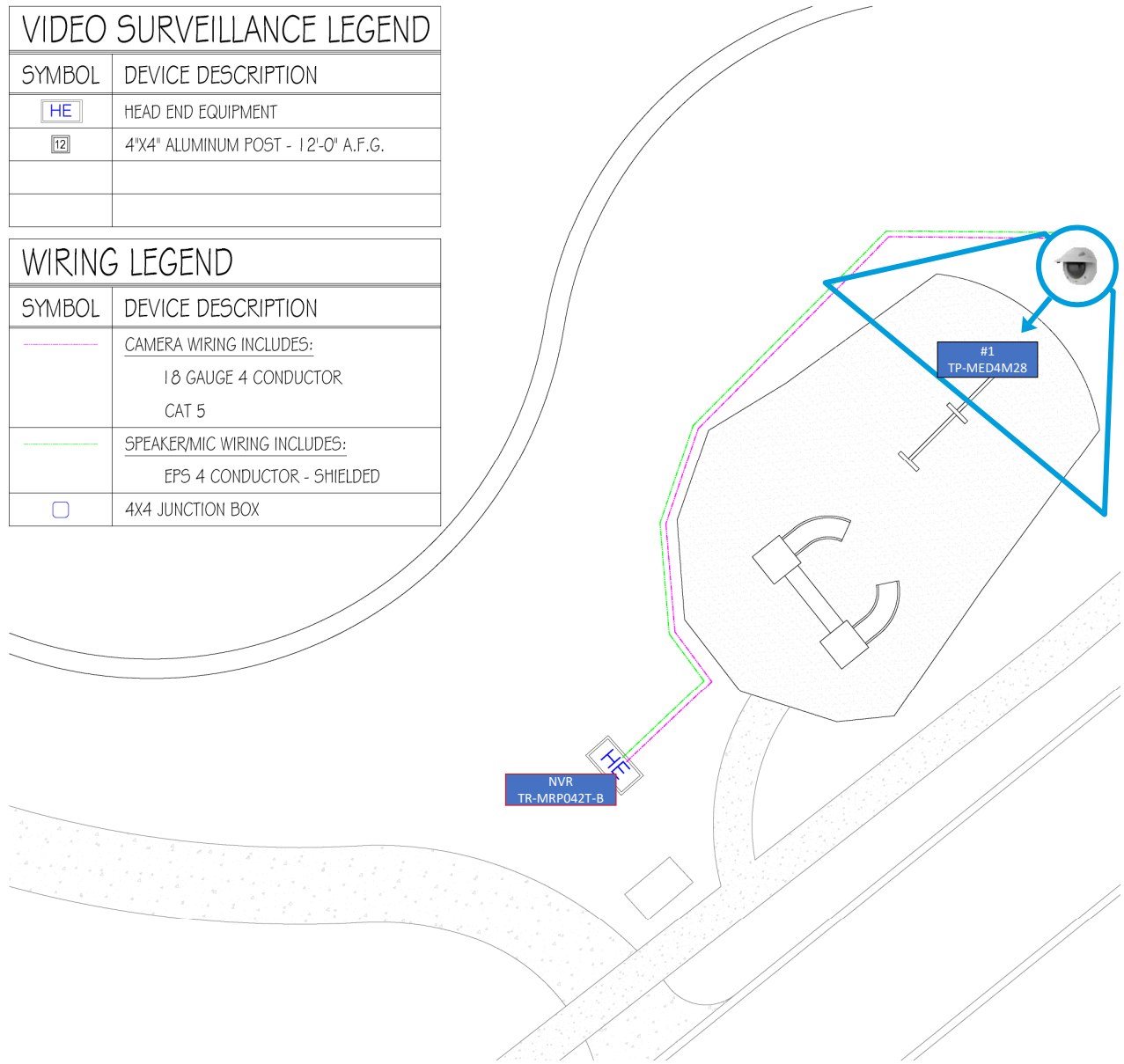
ACTIVE VIDEO SURVEILLANCE SYSTEM
NOT TO SCALE

VIDEO SURVEILLANCE LEGEND

SYMBOL	DEVICE DESCRIPTION
	HEAD END EQUIPMENT
	4"X4" ALUMINUM POST - 12'-0" A.F.G.

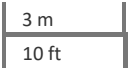
WIRING LEGEND

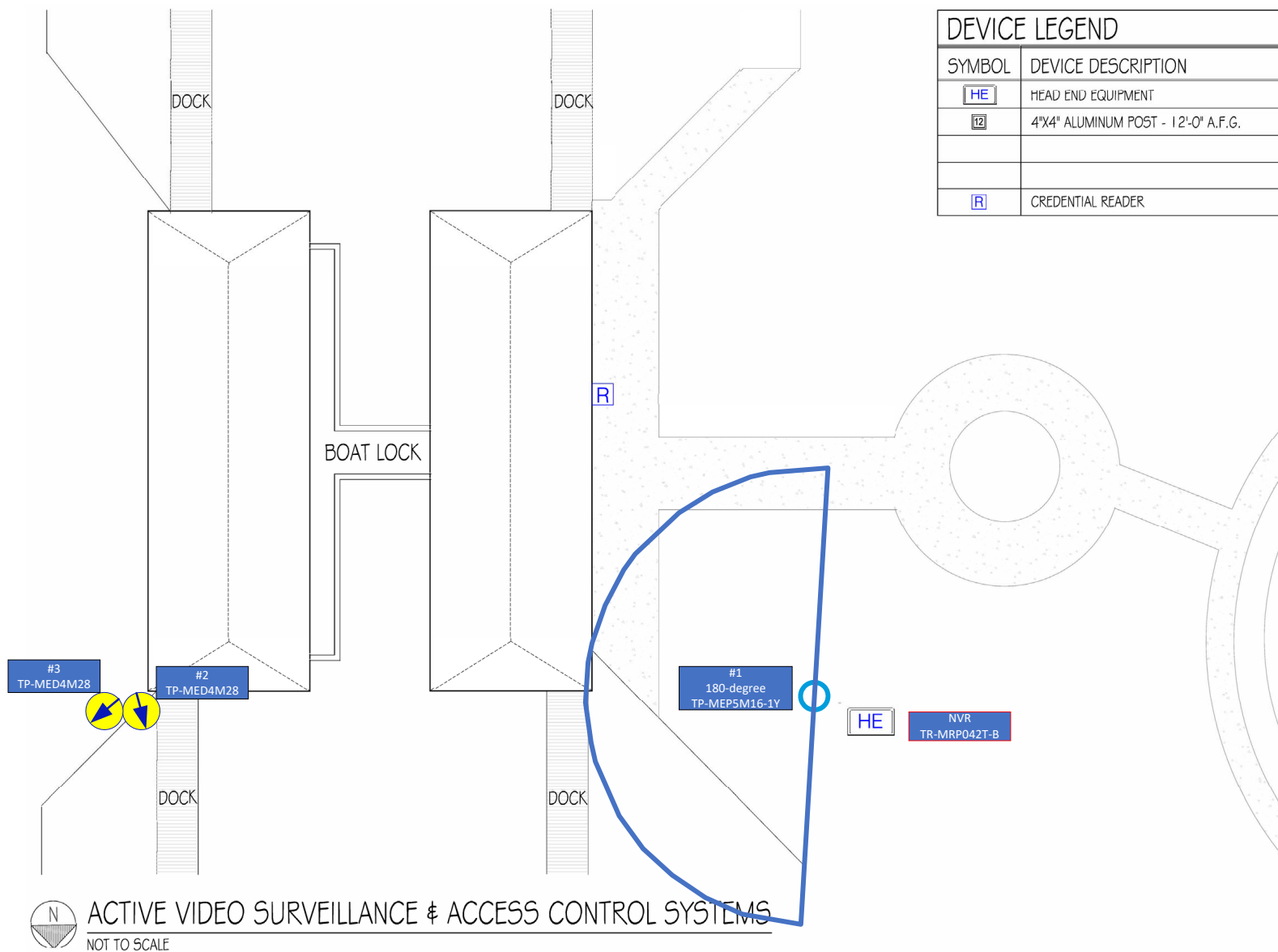
SYMBOL	DEVICE DESCRIPTION
	CAMERA WIRING INCLUDES: 18 GAUGE 4 CONDUCTOR CAT 5
	SPEAKER/MIC WIRING INCLUDES: EPS 4 CONDUCTOR - SHIELDED
	4X4 JUNCTION BOX



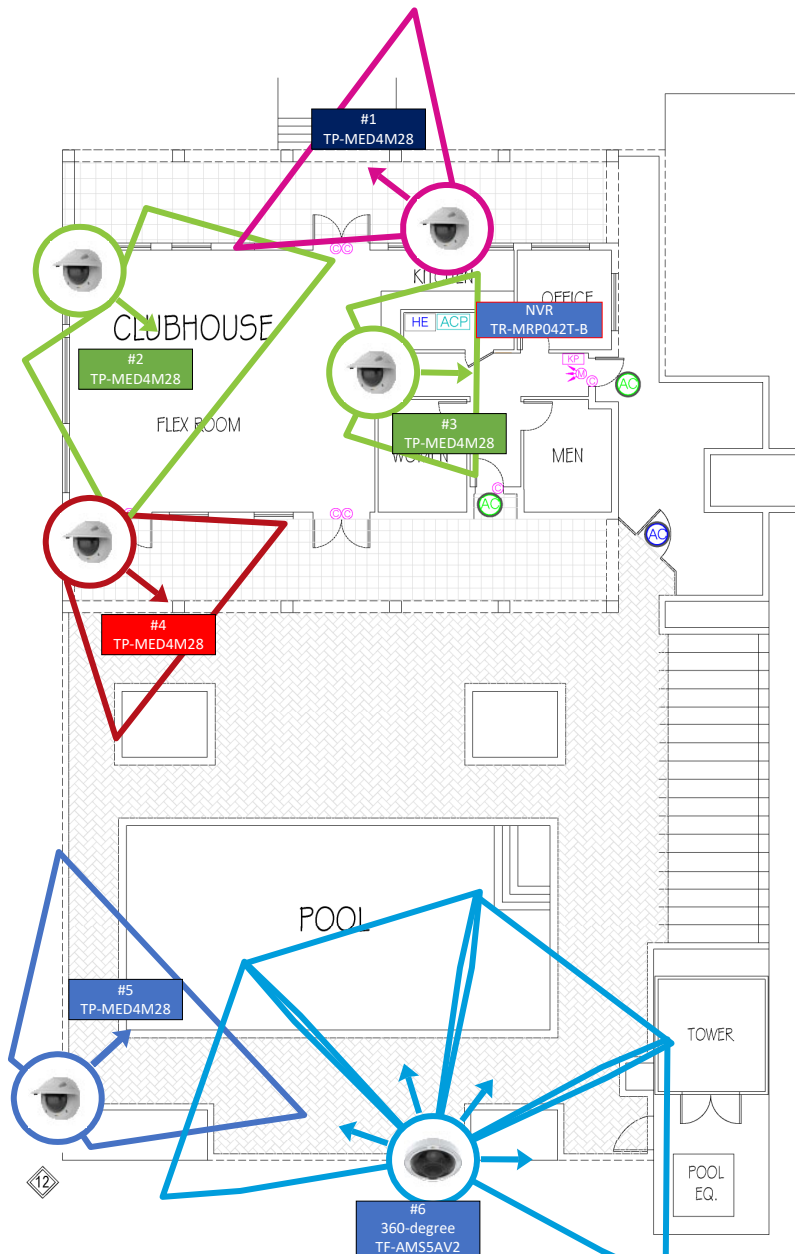
ACTIVE VIDEO SURVEILLANCE SYSTEM

NOT TO SCALE





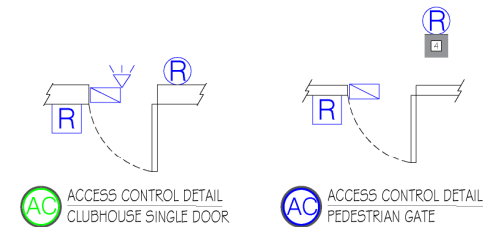
5 m
20 ft



VIDEO SURVEILLANCE LEGEND	
SYMBOL	DEVICE DESCRIPTION
	HEAD END EQUIPMENT
	4"X4" ALUMINUM POST - 12'-0" A.F.G.

ACCESS CONTROL LEGEND	
SYMBOL	DEVICE DESCRIPTION
	4"X4" ALUMINUM POST - 4'-0" A.F.G
	CREDENTIAL READER
	MAGNETIC LOCKING DEVICE
	ELECTRIC STRIKE
	REQUEST TO EXIT/DOOR RELEASE BUTTON
	REQUEST TO EXIT MOTION DETECTOR

SECURITY LEGEND	
SYMBOL	DEVICE DESCRIPTION
	KEYPAD
	DOOR CONTACT
	MOTION DETECTOR



ACTIVE VIDEO SURVEILLANCE, ACCESS CONTROL & SECURITY SYSTEMS NOT TO SCALE

3 m
10 ft

Security Upgrades Summary

The Mirabay Club

1. Securiteam ONE Plus Virtual Security Guard Entry System Upgrade

- *\$0 up front installation fee*
- \$14,846.80 per month/ 72-month contract.
- Includes Securiteam ONE Repair Plan

2. Resident Access Control Upgrade Gates ONLY

- Payment Options
- TOTAL: \$10,221.00 without optional windshield tags
- Optional Windshield Tags: \$28,600 billed separately.
- Lease / Financing payment option: \$0 up front cost: \$344.61 per month/ 72-month contract. Includes Securiteam ONE Repair Plan

3. Amenity Surveillance System Upgrades

- Payment Options
- TOTAL: \$57,028
- Video Monitoring: \$2,100 includes event-based and health monitoring.
- Optional access control credentials: \$20,800 billed separately. Mobile or Keyfob
- Optional Bluetooth readers for mobile credentials. Only required if you upgrade to mobile credentials. \$4,466.00
- TOTAL: \$82,294.
- Optional Securiteam ONE repair plan: \$1,176.05 monthly.
- Lease / Financing payment option: \$2,066.57 per month/ 72-month contract. Includes Securiteam ONE Repair Plan

NOTES: *Includes full system access on all video systems, access control systems, virtual guard visitor

management software powered by Proptia

*Includes weekly training session for admin staff and residents prior to deployment

*Admin staff and board members will learn to pull video coverage anytime. Securiteam staff will assist if needed.

SECTION V
Subsection A – 2

Prepared by and Return to:

Appleton Reiss, PLLC
215 N. Howard Ave. Ste. 200
Tampa, FL 33606

EASEMENT ENCROACHMENT AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT (“**Agreement**”) is made and entered into this [REDACTED] day of [REDACTED], 2024, between the **HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**, whose address is c/o Governmental Management Services – Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 (“**District**”) and **LIVERINGHOUSE REAL ESTATE LLC, a limited liability company**, whose mailing address is 2700 Crystal Way, Naples, FL 34119 (“**Owner**”).

RECITALS

WHEREAS, Owner currently owns a single-family residence on the following real property described as Lot 3, Block 18, of the Mirabay Phase 2A-3 plat (the “**Plat**”) recorded in Plat Book 105, Pages 12-19, of the public records of Hillsborough County, Florida and located at 5702 Tybee Island Dr., Apollo Beach, FL (the “**Property**”);

WHEREAS, the Property is encumbered by a 15.25 foot Tieback Easement in favor of the District as depicted on the Plat (the “**Easement Area**”);

WHEREAS, Owner intends to construct certain property improvements consisting of a retaining wall and retained soil (the “**Improvements**”), which Improvements extend into the Easement Area (the “**Encroachment**”);

WHEREAS, Owner has requested written consent from the District to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area; and

WHEREAS, the District is willing to grant such consent upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, District and Owner agree as follows:

1. The Recitals are true and correct and are incorporated herein by this reference thereto.

2. To the extent that the District has the right to do so, the District hereby grants consent to Owner to construct, maintain, operate, repair, modify, and use the Encroachment within the Easement Area subject to compliance with the following terms and conditions:

A. Owner hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment (and specifically, the Improvements listed herein) upon the Property within the Easement Area.

C. Owner shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the normal operation and maintenance of the District's drainage facilities, including but not limited to tiebacks.

D. Owner shall not construct, plant or create additional improvements of any kind outside of those Improvements specifically set forth herein, within the confines of the Easement Area that interfere with or impede the normal operation and maintenance of the District's drainage facilities, including but not limited to tiebacks.

E. Owner understands and agrees that the District may not have the authority to grant Owner permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which the District will not object, and that Owner will obtain permission for the Encroachment from third parties having an interest in the Property, including, but not limited to the MiraBay Homeowners Association, Inc. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of the District.

F. Owner shall not construct, plant or create improvements of any kind within the 5.25-foot Drainage Easement located within the Easement Area.

3. Owner acknowledges that the Property abuts certain property owned by the District and affirm that they will undertake any measures necessary to ensure protection and restoration of such property as a result of the Improvements and Owner's use of the property on which the Encroachment is located. Owner hereby affirms the existence of the Easement Area and agrees to maintain the Easement Area, and affirms that they will undertake any measures necessary to ensure protection and restoration of any adjacent lakes, ponds, wetlands and buffer, including but not limited to erosion control, caused as a result of the Improvements and the Encroachment.

4. Owner hereby agreed to defend and indemnify the District against any and all loss, damage, or injury, including all judgments, liens, liabilities, claims, actions, suits, demands, debts

and obligations by any person, corporation or other entity from or related to construction or maintenance of the Improvements and/or the Encroachment. 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

5. Nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

6. This instrument and the covenants and agreements herein contained shall extend to and be binding upon Owner and the heirs, executors, personal representatives, successors and assigns of Owner.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

Attest:

**HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed Name of Witness

Address of Witness

Name: Daniel Leventry
Its: Chair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Daniel Leventry, as Chairman of the Harbor Bay Community Development District. Such person [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Witnesses:

Liveringhouse Real Estate, LLC

Witness Signature

Owner signature

Printed Name of Witness

Name: _____

Address of Witness

Its: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as the _____ of and **Liveringhouse Real Estate, LLC**, Owner of 5702 Tybee Island Dr., Apollo Beach, Florida 33572. Such person [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

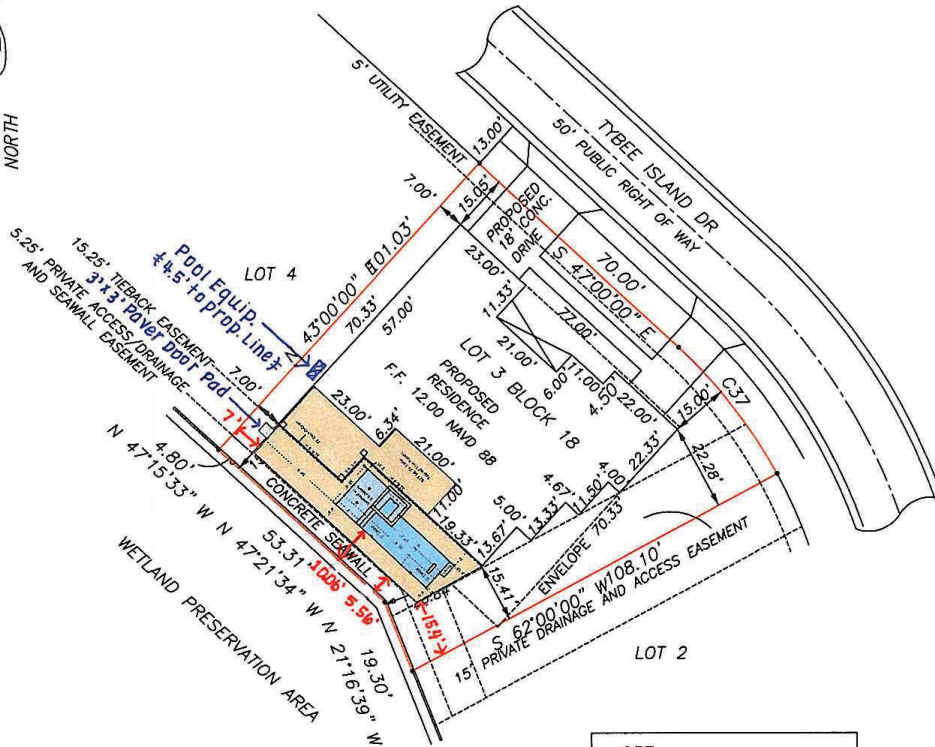
Signature of Notary Public

Printed Name of Notary Public

PLOT PLAN

NOT A BOUNDARY SURVEY

"No trees, trees within an environmentally sensitive area, or any tree 12" or greater in trunk diameter 4.5" above the ground surface have been removed unless an exempt species as defined in Land Development Code Article 12.01, Definitions."



C37
ARC=41.45'
RADIUS=125.0'
CHD BRG=S37°30'00"E
CHORD=41.26'

DESCRIPTION

LOT 3, BLOCK 18 OF MIRABAY PHASE 2A-3 SUBDIVISION AS RECORDED IN PLAT BOOK 105 PAGE 15 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA.

ACCORDING TO THE FLOOD RATE INSURANCE MAPS AS PROVIDED
BY F.E.M.A. THE ABOVE PROPERTY APPEARS TO FALL IN FLOOD
ZONE AE MAP 12057 C 0493 J DATED 10/07/21
BASE FLOOD 11.00 FEET

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

S E A L	SURVEYOR'S CERTIFICATE  I hereby certify that the survey represented hereon meets the standards of practice for land surveys in Florida, pursuant to state statutes 53-17. <i>Billy R. Davis, Jr.</i>	N O T E S	SURVEYOR'S NOTES 1. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. 2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS OF WAY, AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. 3. UNLESS OTHERWISE SHOWN HEREON, NO JURISDICTIONAL WETLAND AREAS OR OTHER PHYSICAL TOPOGRAPHIC FEATURES HAVE BEEN LOCATED. 4. This map does not determine or reflect ownership. Matthew and Heather Liveringhouse CERTIFY TO: Southern & Traditional Homes, Inc.	R E M A R K S	R/W RIGHT OF WAY E/P EDGE OF PAVEMENT U.R. FOUND IRON ROD L.P. UTILITY EASEMENT M MEASURED P PLAT PP POWER POLE OVERHEAD UTILITY WOOD FENCE F.I.R. FOUND IRON ROD F.I.P. FOUND IRON PIPE
	Billy R. Davis, Jr. PSM#5099 Date: 12-18-2021 Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper	HILLSBOROUGH COUNTY, FLORIDA 5702 TYBEE ISLAND DR APOLLO BEACH	BILLY R. DAVIS JR. SURVEYORS & MAPPERS MAILING ADDRESS: P.O. BOX 19014 APOLE BEACH, FL 33571 OFFICE ADDRESS: 1100 WEST LAKE DR. VALUARIA FL 33595 PHONE: 813-966-4444 FAX: 813-966-4444 (408) 312-0218		

Reviewed & Accepted by: _____ Date _____ / _____ Date _____

1" = 30'
GRAPHIC SCALE

A horizontal line with vertical tick marks at 0, 30, and 60 feet. The text "1" = 30'" and "GRAPHIC SCALE" is written above the line.

PERMIT # HC-BLD-23-0053634

ADDRESS: 5702 TYBEE ISLAND, APOLLO BEACH 33572

FOLIO # 051638-0216

**AFFIDAVIT OF CONSENT TO THE ENCROACHMENT OF CERTAIN
IMPROVEMENTS INTO A PLATTED EASEMENT DEDICATED TO
A HOMEOWNER'S ASSOCIATION OR COMMUNITY DEVELOPMENT DISTRICT**

We, the Harbor Bay Community Development District, a
Name of Homeowner's Association or Community Development District

homeowner's association or community development district duly created and existing
under the laws of Florida (hereinafter referred to as "HOA/CDD"), to which that certain

private Tieback easement existing across Lot(s) 3 in Block 18
Drainage/Utility/Other *Lot#*

of MiraBay Phase 2A-3 dedicated by virtue of the language
Subdivision Name
contained on the subdivision plat thereof recorded in Plat Book 105 Page(s) 12 of the Public
Records of Hillsborough County, Florida (hereinafter referred to as the "Easement"), being ^{first}~~Block#~~
duly sworn, deposes and says:

1. LIVERINGHOUSE REAL ESTATE, LLC as owner of the aforementioned lot
Owner(s) Name
(hereinafter referred to as "Owner"), have provided copies to HOA/CDD of Owner's application
for the required building permit to construct certain improvements under Hillsborough County
Building Permit# HC-BLD-21-0000000, a portion of which improvements encroach into the
Easement held by the HOA/CDD and is depicted on the sketch attached hereto and made a part
hereof as Exhibit "A".

2. Owner has also submitted a copy of Exhibit "A" to the HOA/CDD depicting the encroachment into
the Easement for the review and consideration of the HOA/CDD in
accordance with their bylaws, restrictions, covenants, and any other requirements thereof.

3. Having reviewed the submitted permit application and encroachment depicted in Exhibit "A", this affidavit shall serve as HOA / CDD's formal consent and approval to allow those certain improvements encroaching into the subject easement dedicated to and held by the Affiant as depicted on Exhibit "A".

AFFIANT:

Harbor Bay Community Development District
Homeowner's Association or Community Development District

By Its: _____
Title of Authorized Signatory

Signature: _____

Print Name: _____

WITNESS:

By _____

Print Name: _____

Affix Corporate Seal

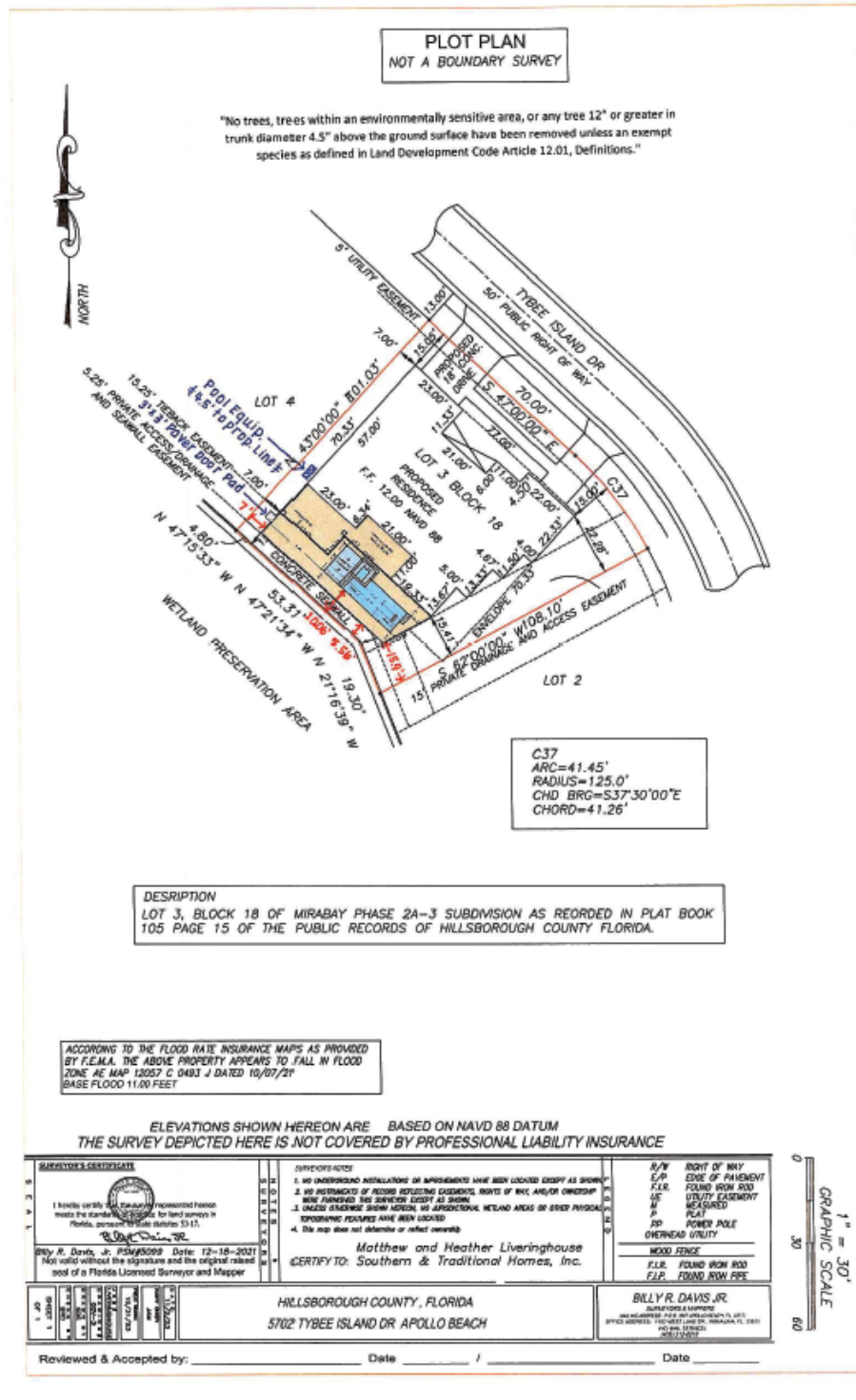
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is are personally known to me or who produced _____ as identification.

Notarial Seal:

Signature of Notary

EXHIBIT A



SECTION V
Subsection A – 4 – a

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): ☒ Dock OR ☒ Boat Lift OR ☐ Other (Specify here: _____), at the following location:

MiraBay L-Shaped Dock and 16K Boat Lift

Application Must Include

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jlansford@gms-tampa.com, 4648 Eagle Falls Place, Tampa, Florida 33619, (813)344-4844. **I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.**

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature: Nick Sexton
Nick Sexton (Owner), 2024-10-15 (CDD)
Property Owner Name: Nicholes Sexton Date: 01/23/24
Address: 1014 Signet Dr
City / State / Zip: Apollo Beach, Fl. 33572
Phone Number: 541-670-8246

Contractor Signature: James March
Contractor Name: James March Date: 1/23/24
Address: 8209 Stoner Woods Dr
City / State / Zip: Riverview, Fl. 33569
Phone Number: 813-800-3625

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

[CONTINUED ON NEXT PAGE]

RECOMMENDATION OF DISTRICT ENGINEER:

☐ RECOMMEND APPROVAL, contingent on: _____

☐ RECOMMEND DENIAL because _____

CDD BOARD APPROVAL:

☐ APPROVED, contingent on: _____

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

☐ DENIED because _____

REQUEST FOR IMPROVEMENT APPLICATION CHECK LIST

- 1) Brief description of work to be performed
 - a) Lift
 - b) Dock
 - c) Dock Accessory
 - d) Other
- 2) Full description of work to be performed including equipment to be installed
 - a) Size
 - b) Manufacturer
- 3) All applications must include all items required; A, B, C, & D as listed on Application
- 4) No work may begin prior to express written approval of the District.
- 5) All applications must signed by both Homeowner and Contractor and must include
 - a) Street address
 - b) Telephone number
- 6) All contractors must provide names of all persons and/or subcontractors and provide complete and up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and Longshoreman's maritime coverage for all workers and equipment either direct or subcontractors.
- 7) Drawings:
 - a) All drawings must be complete.
 - b) All measurements of pilings are to be shown center to center and dimensionally accurate.
 - c) All drawings must show correct orientation.
- 8) All contracts requiring purchase of additional easement width must be completed prior to application being submitted. The CDD is NOT responsible for the Homeowner's failure to secure necessary real property rights.
- 9) Any application with incomplete information will be rejected.
- 10) Any work started with express written approval regardless of circumstances will be a violation of the CDD's rules and policies and any such unapproved structure will be subject to removal at owner's expense, together with any other rights and remedies available at law.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
4648 Eagle Falls Place, Tampa, Florida 33619
ATTN: District Manager

UTILITIES CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install (which shall include, without limitation, any reconnection work) and maintain power and water lines through the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) Nicholes and Cynthia Sexton
Lot Street Address 1014 Signet Drive
City, State and Zip Code Apollo Beach, Fl. 33572
Phone Number 541-670-8246
Lot Tax Folio Number 054191-2752

For power and water lines being installed (which shall include, without limitation, the reconnection of existing lines) please identify:

Contractor Name and License Number James March SCC131152103

Contractor Phone Number 813-800-3625

(Attach Certificate of Insurance from Contractor)

Expected Start Date: ASAP Expected Completion Date: ASAP

This Utilities Connection Application, as well as the attached *License Agreement (Utilities Connection)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for this property. Owner agrees to abide by the terms of the License Agreement (Utilities Connection).

Owner Signature: Nick Sexton Date: 23/01/2024 23/01/2024
Nick Sexton (Jan 23, 2024 10:35 EST)

Co-Owner Signature: Nick Sexton Date: 23/01/2024
Nick Sexton (Jan 23, 2024 10:35 EST)

Date: _____

Received by: _____

Harbor Bay Community Development District

For Office Use Only

APPROVED _____ DISAPPROVED _____

Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

Exhibit 1
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
4648 Eagle Falls Place, Tampa, Florida 33619
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) Nicholes and Cynthia Sexton
Lot Street Address 1014 Signet Drive
City, State and Zip Code Apollo Beach, Fl. 33572
Phone Number 541-670-8246
Lot Tax Folio Number 054191-2752

For Lifts being installed, please identify:

Contractor Name and License Number James March SCC131152103

Contractor Phone Number 813-800-3625

(Attach Certificate of Insurance from Contractor)

Expected Start Date: ASAP Expected Completion Date: ASAP

This Canal Wall Connection Application, as well as the attached *License Agreement (Personal Watercraft Lift)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

Owner Signature: Nick Sexton Date: 23/01/2024
Nick Sexton [Jan 23, 2024 10:39:51]

Date: _____
Received by: _____
Harbor Bay Community Development District

For Office Use Only

APPROVED ____ DISAPPROVED ____

Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

This instrument was prepared by and
upon recording should be returned to:

District Counsel, Harbor Bay CDD
APPLETON REISS, PLLC
215 N. Howard Ave. Ste. 200
Tampa, FL 33606

(This space reserved for Clerk)

Parcel ID for Property: U-39-31-19-C7Y-000000-00101.0

**LICENSE AGREEMENT
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) ("Agreement") is entered into as of this 22nd day
of January, 2024, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of
special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

Nicholes Sexton and Cynthia Sexton
(together, "**Owner**"), the fee simple owners of the "**Property**" identified as:

Lot 101, Block , as per the plat ("**Plat**") identified as Marisol Pointe, and
recorded in Plat Book 142, Pages 57-68 et seq., of the Public Records of
Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special purpose unit of local government that provides community
infrastructure for the MiraBay community, including the community's master storm water system and, as
part of that, a canal retaining wall, which is also referred to as a seawall ("**Canal Wall**"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other
easements ("**Easements**") on the Property that allow CDD to install and maintain the Canal Wall and its
related components; and

WHEREAS, Owner has requested authorization to install (which shall include, without limitation,
any reconnection work) and maintain power and water utility lines ("**Utility Lines**") through the Canal
Wall and to Owner's dock; and

WHEREAS, in order to accommodate such requests, CDD has installed conduits in the Canal
Wall for certain lots, and/or established a specification for the placement of Utility Lines through the Canal
Wall for other lots (together, "**Utility Pass-Throughs**"); and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to
install and maintain the Utility Lines using the Utility Pass-Throughs;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

10. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

11. **License for Installation & Maintenance of Utility Lines; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license to use the CDD-authorized Utility Pass-Throughs for the sole purpose of installing and maintaining the Utility Lines through the Canal Wall and to the dock at the Property. Owner acknowledges that this Agreement authorizes only the connection and maintenance of power and water utilities through the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

12. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Utility Lines, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall ensure that any connection of Utility Lines through the Canal Wall is done using the CDD-authorized Utility Pass-Throughs.
- c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to the Agreement.
- d. Owner shall ensure that the installation and maintenance of the Utility Lines does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- e. Owner shall be responsible for ensuring that the installation and maintenance of the Utility Lines are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- f. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- g. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Utility Lines. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("Association") and any other necessary legal interests and approvals.
- h. Upon completion of the installation, the Utility Lines will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Utility Lines, and agrees to maintain the Utility Lines in good condition and consistent with any CDD-approved specifications, as amended from time to time.

13. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described

above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Utility Lines at Owner's expense, and that the CDD is not obligated to re-install the Utility Lines as a result of the removal.

14. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnitee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnitee for an Indemnitee's percentage of fault if the Indemnitee is adjudged to be more than 50% at fault for any claims against the Indemnitee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnitee for any and all percentage of fault attributable to Owner for claims against an Indemnitee, regardless whether the Indemnitee is adjudged to be more or less than 50% at fault.

15. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

16. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, 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 the doctrine of sovereign immunity or by operation of law.

17. **Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

18. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Utilities Connection) to be executed the day and date first above written.

Witnesses:

By: [Signature]
Cynthia Sexton
Print Name

1014 Signet Dr.
Witness Address 1

Apollo Beach, FL 33542
Witness Address 2

By: [Signature]
Kayla March
Print Name

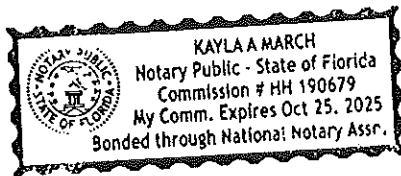
8209 Stoner Woods Dr.
Witness Address 1

Rivernew, FL 33569
Witness Address 2

STATE OF FLORIDA)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 22 day of January, 2024 by Nick Sexton (He) she [] is personally known to me or [he produced Drivers License as identification.



[Signature]
NOTARY PUBLIC

Kayla March
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

By: _____

Print Name

Witness Address 1

Witness Address 2

By: _____

Print Name

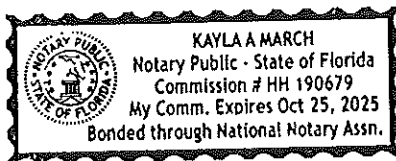
Witness Address 1

Witness Address 2

STATE OF FLORIDA)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 22 day of January, 2024 by Cynthia Sexton. He (she) is personally known to me or [4 produced Daniel Green as identification.



NOTARY PUBLIC

Kayla March
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

**Harbor Bay
Community Development District**

By: _____

By: _____

Print Name

As Chairman / Vice Chairman of the Board of
Supervisors

Witness Address 1

Witness Address 2

By: _____

Print Name

Witness Address 1

Witness Address 2

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as Secretary of the Board of Supervisors of the Harbor Bay Community Development District, on behalf of said District. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

District Counsel, Harbor Bay CDD
APPLETON REISS, PLLC
215 N. Howard Ave. STE 200
Tampa, FL 33606

U-29-31-19-C7Y-000000-00101.0

Parcel ID for Property: _____

**LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)**

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 22nd day of January, 2024, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

Nicholes Sexton

and

Cynthia Sexton

(together,

"Owner"), the fee simple owners of the "Property" identified as:

Lot 101, Block , as per the plat ("Plat") identified as Marisol Pointe, and recorded in Plat Book 142, Pages 57-68 et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Installation & Maintenance of Lift; Limitation.** Subject to the terms of this

Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
- c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("**Association**") and any other necessary legal interests and approvals.
- g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without

recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. ~~*****~~ **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnitee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnitee for an Indemnitee's percentage of fault if the Indemnitee is adjudged to be more than 50% at fault for any claims against the Indemnitee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnitee for any and all percentage of fault attributable to Owner for claims against an Indemnitee, regardless whether the Indemnitee is adjudged to be more or less than 50% at fault.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, 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 the doctrine of sovereign immunity or by operation of law.

8. **Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

By: _____

Print Name

Witness Address 1

Witness Address 2

By: _____

Print Name

Witness Address 1

Witness Address 2

STATE OF FLORIDA)

COUNTY OF Hillsborough)

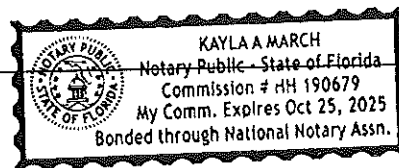
The foregoing instrument was acknowledged before me this 22 day of January, 2024, by Cynthia Sexton. He (she) is personally known to me or [] produced Drivers License as identification.

NOTARY PUBLIC

Owner

By: _____

1014 Stagnet Dr.
Apollo Beach, FL 33542



(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:

By: [Signature]
Cynthia Sexton
Print Name

1014 Signet Dr
Witness Address 1

Apalo Beach, FL. 33572
Witness Address 2

Owner

By: [Signature]
NICK SEXTON

By: [Signature]
Kayla March
Print Name

8209 Stoner Woods Dr.
Witness Address 1

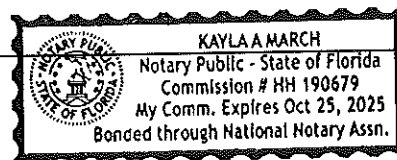
Riverview, FL. 33569
Witness Address 2

STATE OF FLORIDA)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 22 day of January, 2024 by Nick Sexton. He/she [] is personally known to me or [] produced Drivers License as identification.

[Signature]
NOTARY PUBLIC



Kayla March
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

**Harbor Bay
Community Development District**

By: _____

By: _____

Print Name

As Chairman / Vice Chairman of the Board of
Supervisors

Witness Address 1

Witness Address 2

By: _____

Print Name

Witness Address 1

Witness Address 2

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as Secretary of the Board of Supervisors of the Harbor Bay Community Development District, on behalf of said District. He/she [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]

Human Marine Construction

Nicholas and Cynthia Sexton

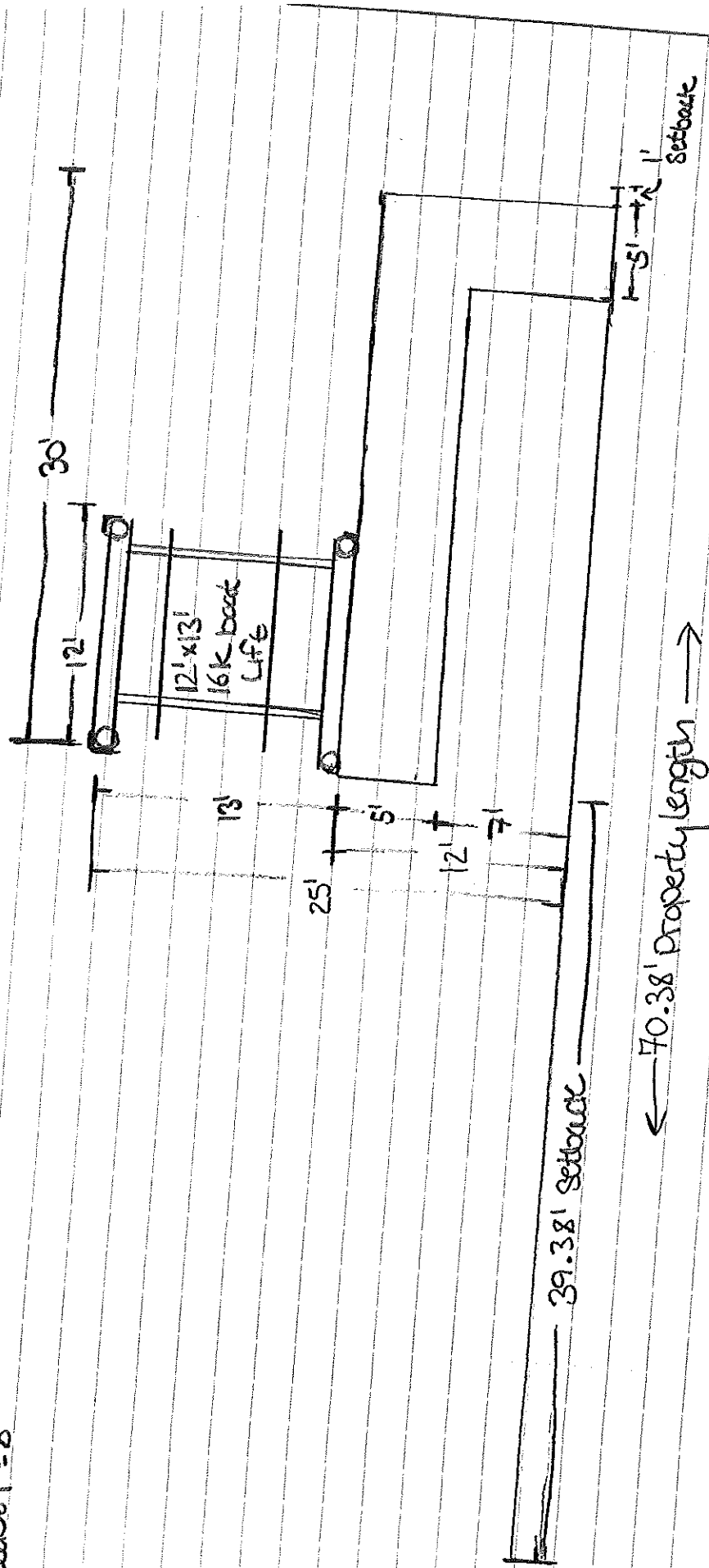
1014 Signet Dr.

Apollonia Beach, FL 33572

Our View

1 of 3

Scale 11 = 81



March Marine Construction

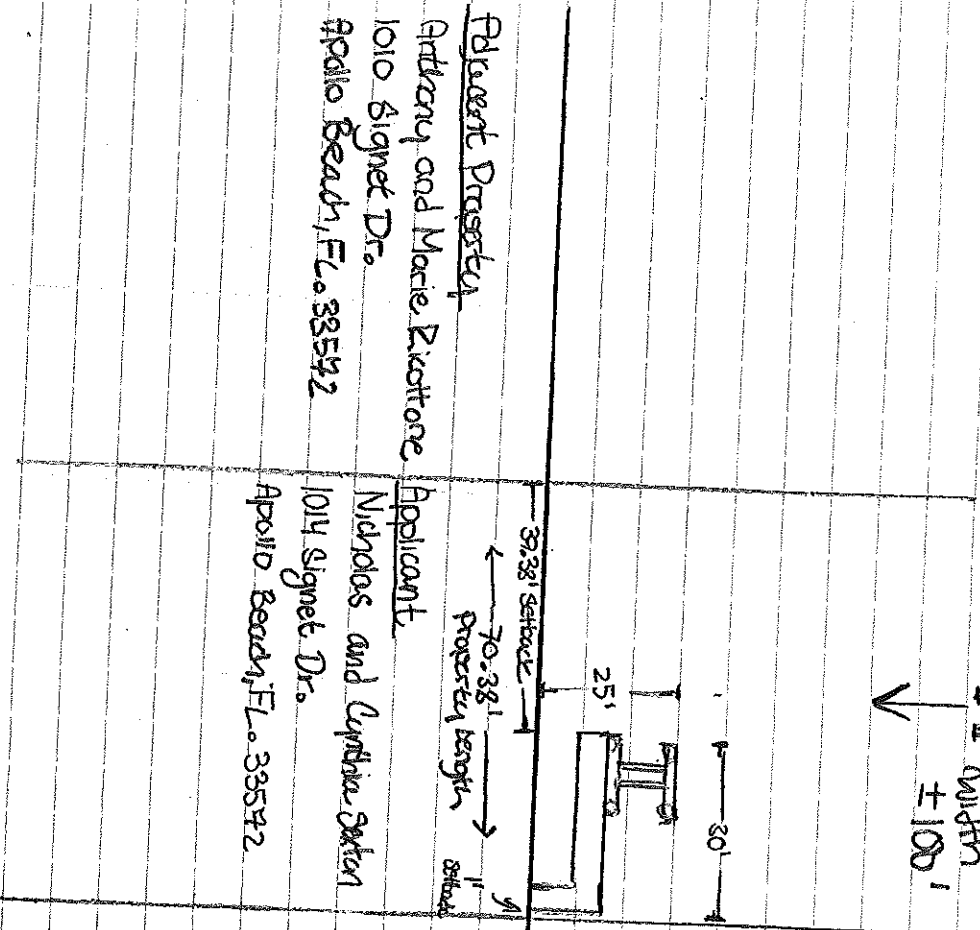
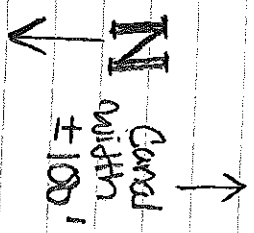
Nicholas and Cynthia Serton
1014 Signet Dr.

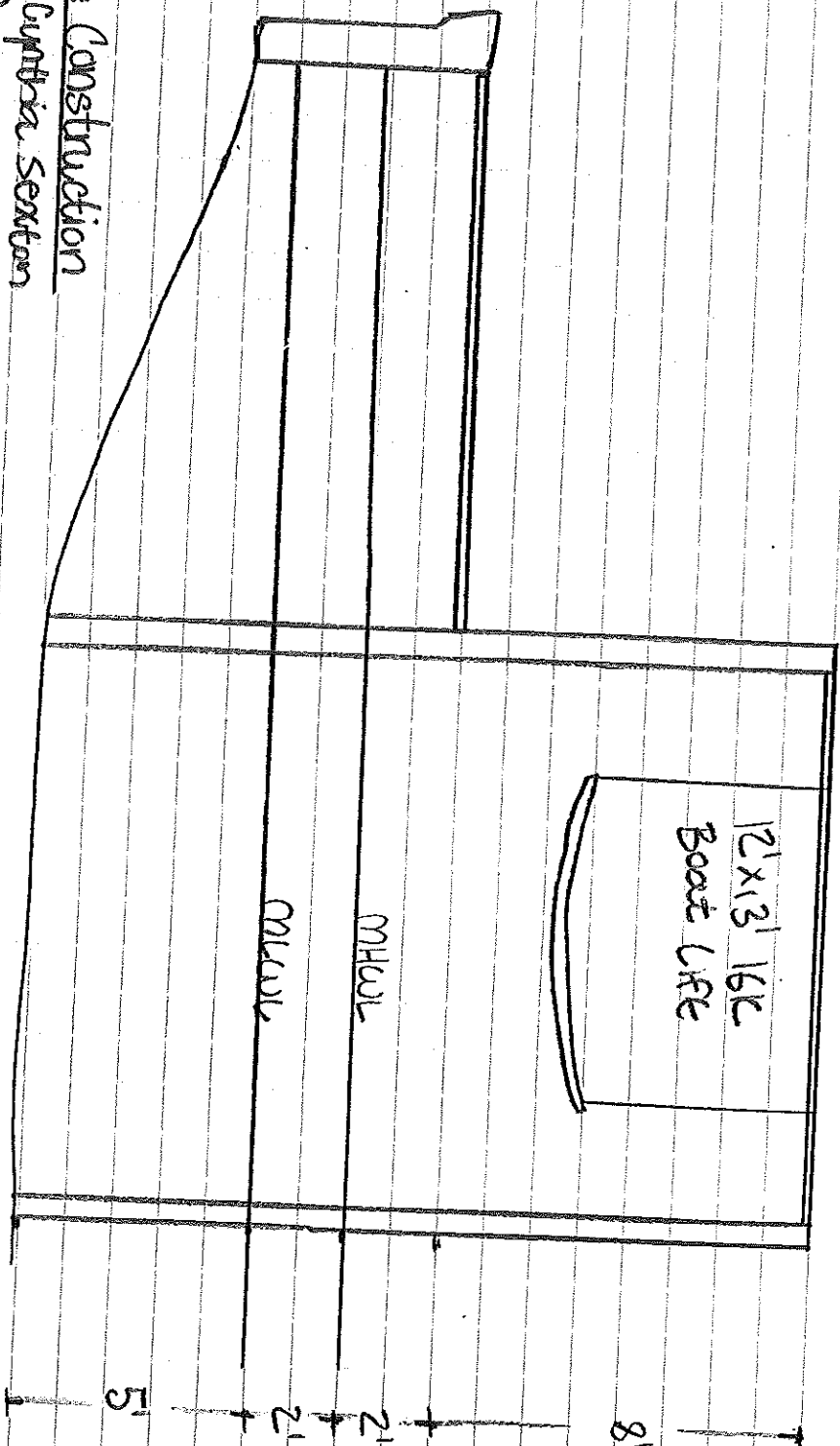
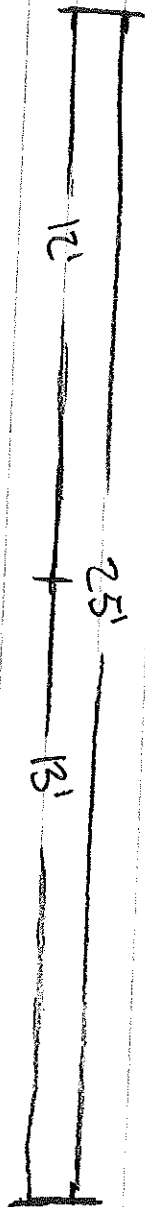
Apollo Beach, FL. 33542

Site View

2 of 3

Scale: 1" = 32'





Narph Marine Construction
 Nicholas and Cynthia Sexton
 1014 Signet Dr.
 Apollo Beach, FL. 33572



Ron DeSantis, Governor

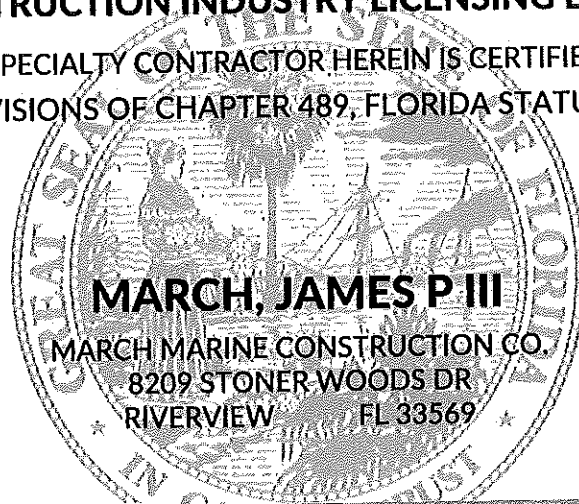
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



MARCH, JAMES P III

MARCH MARINE CONSTRUCTION CO.
8209 STONER WOODS DR
RIVERVIEW FL 33569

LICENSE NUMBER: SCC131152103

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



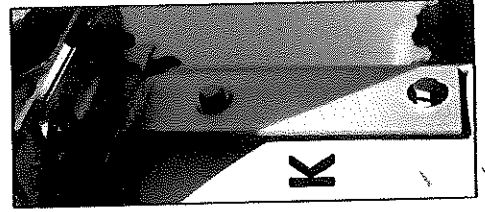
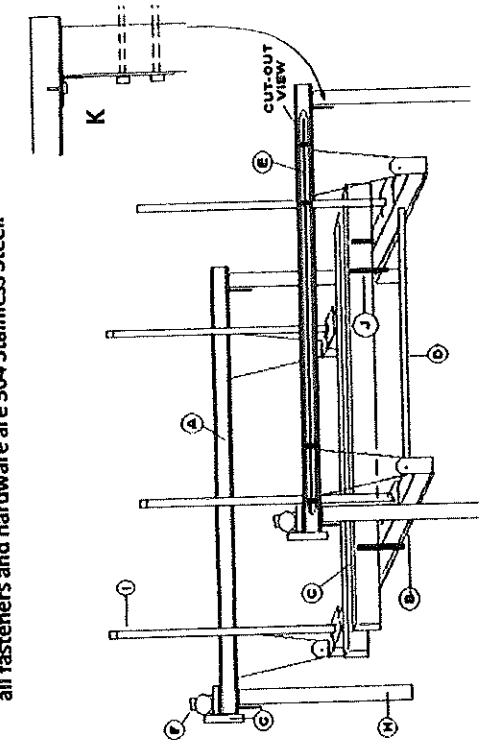
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DAVIT MASTER ENGINEERING SPECIFICATIONS: ALUMINUM CRADLE LIFTS 7K - 25K

LIFT CAPACITY LBS.	A	B	C	D	E	F	F	F	H	I	J	K
	TOP (UPPER) BEAMS	CRADLE BEAMS (LOWER)	BUNK BOARDS	CABLE S.S.	CABLE SPREAD (SPANNER BEAMS)	DRIVE SHAFTS/ WINDER DIA.	CHAIN DRIVE MOTORS HP VOLTS - AMPS (TENV)	DIRECT DRIVE MOTORS HP VOLTS - AMPS (TENV)	BELT DRIVE MOTORS HP VOLTS - AMPS (TENV)	GUIDE POSTS WEIGHT PIPE SIZE	ALUMINUM CHOCK ANGLES	(4) or (6) or (8) ALUMINUM PILE/BEAM ATTACHMENT BRACKETS
7000	150" X 6" X .172.5"W X .28	144" 6H X .194"W X .29	3" X 10" 12' LONG (4) 5/16" X 20' 1 PART or 5" X 10" X 12' AL	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 3/4 HP 110V-26A 220V-13A	(2) 3/4 HP 110V-26A 220V-13A	(2) 3/4 HP 110V-26A 220V-13.4A	2" X 10" PVC 1.5" ID X 7"	15" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
10,000	150" X 6" X .172.5"W X .28	150" 8H X .235"W X .35	3" X 10" 12' LONG (4) 1/4" X 30' 2 PART or 5" X 10" X 12' AL	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 3/4 HP 110V-26A 220V-13A	(2) 3/4 HP 110V-26A 220V-13.4A	(2) 3/4 HP 110V-26A 220V-13.4A	2" X 10" PVC 1.5" ID X 7"	17" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
13,000	150" X 6" X .172.5"W X .28	150" 8H X .255"W X .41	3" X 10" 12' LONG (4) 5/16" X 30' 2 PART or 5" X 10" X 12' AL	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 1 HP 110V-28A 220V-14A	(2) 1 HP 110V-28A 220V-15.2A	(2) 3/4 HP 110V-26A 220V-13.4A	2" X 10" PVC 1.5" ID X 7"	17" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
16,000	150" X 7" X .172.75"W X .29	160" 10H X .196"W X .29	3" X 10" 14' LONG (4) 5/16" X 30' 2 PART or 5" X 10" X 14' AL	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 1.5 HP 110V-30.4A 220V-15.2A	(2) 1.5 HP 110V-30.4A 220V-15.2A	NA	2" X 10" PVC 1.5" ID X 7"	19" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
20,000	196" X 8" X .193"W X .35	204" 10H X .256"W X .41	3" X 10" 16' LONG (4) 3/8" X 35' 2 PART or 5" X 10" X 16' AL	12'	SCHD 80 1.5" 3" DIA.	NA	(2) 1.5 HP 110V-30.4A 220V-15.2A	(2) 1.5 HP 110V-30.4A 220V-15.2A	NA	2.5" X 1.5" PVC 2" ID X 7"	20" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
20,000 4 MOTOR	210" X 8" X .193"W X .35	204" 12H X .297"W X .47	3" X 10" 16' LONG (4) 3/8" X 35' 2 PART or 5" X 10" X 16' AL	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1 HP 220V-28A	(4) 1 HP 220V-28A	NA	2.5" X 1.5" PVC 2" ID X 7"	20" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
25,000	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" 16' LONG (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	(2) 1.5 HP 110V-30.4A 220V-15.2A	NA	NA	NA	2.5" X 1.5" PVC 2" ID X 7"	22" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
25,000 4 MOTOR	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" 16' LONG (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	(4) 1.5 HP 220V-30.4A	NA	2.5" X 1.5" PVC 2" ID X 7"	22" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS

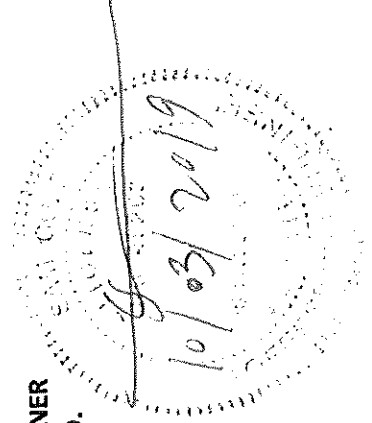
Structure is designed to withstand 145 mph winds Exposure "D" in accordance to ASCE 7-10 as well as 2017 Florida Building Code, 6th edition. Provided boats are not stored on lifts during high wind events and lifts are in full up position.
Bottom penetration to be in conformance with local regulations/code and a minimum of 10' into the subsurface. Structural components of DAVIT MASTER Lifts consist of 6061-T6 Marine Grade Aluminum, all fasteners and hardware are 304 Stainless Steel.



SAM COLE, P.E.
PROFESSIONAL ENGINEER
FL REGISTRATION NO. 49262

STRUCTURAL AND SITE
ENGINEERING
FL C of A NO. 26218

1120 PINELLAS BAYWAY
UNIT #210
TIERRA VERDE, FL 33715
727-363-9595
samcolegp@gmail.com
SSE JOB NO. 18200
OCTOBER 3, 2019



Davit Master
BOAT LIFTS

5560 ULMERTON ROAD
CLEARWATER, FL 33760
727-573-4414
WWW.DAVITMASTER.COM
sales@davitmaster.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Safe Havens Insurance LLC 1250 Kingston Way Mulberry FL 33860		CONTACT Julie Gethers NAME: PHONE (A/C, No, Ext): 813-280-9560 FAX (A/C, No): 813-330-3038 E-MAIL ADDRESS: j.gethers@safehavensinsurance.com	
INSURED March Marine Construction Company 8209 Stoner Woods Drive Riverview, Florida 33569		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance INSURER B: Everest National Insurance Company INSURER C: AmGUARD Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 27154 10120 42390	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	B5JH27870-04	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			MAAU530251	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UIM CSL \$ 300,000
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	Y	9700000385241	01/01/2024	01/01/2025
A	Pollution Liability-embedded in the CGL policy	Y	Y	B5JH27870-04	01/01/2024	01/01/2025	Each Occurrence 1,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Watercraft liability is included under the Protection & Indemnity portion of the marine liability policy in the amount of 1 mil each occurrence, 2 million aggregate.

USH&L Workers Compensation-Valid in Florida

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie M. Gethers

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1014 SIGNET DR.
APOLLO BEACH, FL.
33572

NOT TO SCALE

101 FEET

99 FET

DATE		DESCRIPTION		REVISIONS		DRAWING NO.		SHEET NO.	
						1014 SIGNET DR.			
						HARBOR RAY CDD			
						ROAD NO.			
						COUNTY			
						FINANCIAL PRODUCT ID			
						HILLSBOROUGH			
						N/A			
						N/A			

11.06.14 AN L. Neumannhofer und W. Nitsch-Wandhoffer

SECTION V
Subsection D - 1

Who: Jen Ashley

What: Clubhouse Managers Report

When: 02-15-2024

Budget Impact: N/A

Decision: N/A



Harbor Bay CDD / MiraBay Community
Field Operation Manager's Report

Date of report: 02/15/2024

Submitted by: Mark Isley

Project Updates

- Pools-Replaced Cable Covers in Lap lanes.
- Gym- Repairs on several machines, Installed new weight rack and bench.
- Yoga Room- Repaired door to audio cabinet, Cleaned and repainted cubbies.
- Lagoon Dock- Repaired and repainted all the light pedestals, Replaced hose and bib.
- Main Clubhouse- Replaced carpet on stairs to lagoon room. Continuing upkeep of all Teak handrails.
- Tennis/ Sport courts- Repaired several light columns and timer covers.
- South gate guard house- Installed LED info sign, Added permanent LED roof line lighting.
- Monuments- Continuing rehab of the columns throughout the community, painting and replacement of signs and light post owned by the CDD.

SECTION V
Subsection D - 2

Who: Field Operations Manager

What: Field Operations Manager Monthly Report

When: 02/15/2024

Budget Impact: N/A

Decision: N/A



Harbor Bay CDD / MiraBay Community
Field Operation Manager's Report

Date of report: 02/15/2024

Submitted by: Mark Isley

Power Washing- New Vendor has started!

Admiral Pointe Clubhouse and Entrance off Villamaire

Main Entrance of MiraBay

Boat lift area and walkways

Dock on Lagoon behind Outfitters

All 3 playgrounds

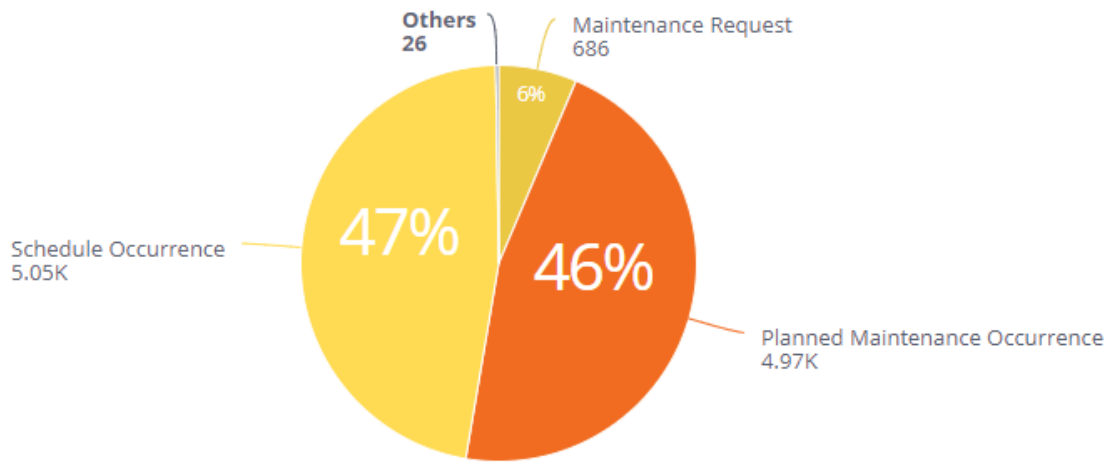


Harbor Bay CDD / MiraBay Community
Field Operation Manager's Report

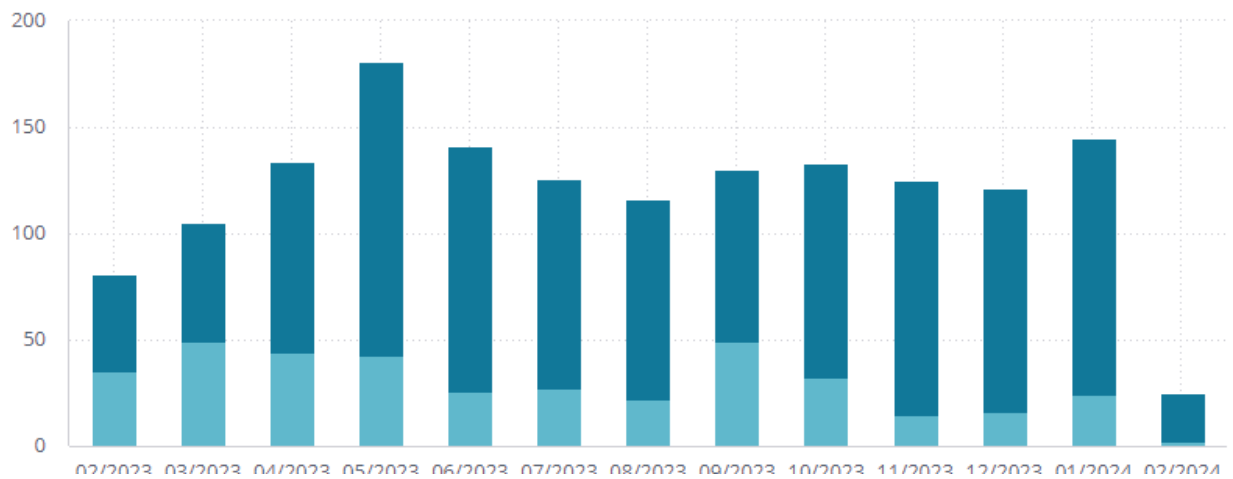
Date of report: 02/15/2024

Submitted by: Mark Isley

FMX Report-



■ Maintenance Request ■ Planned Maintenance Occurrence ■ Schedule Occurrence ■ Others

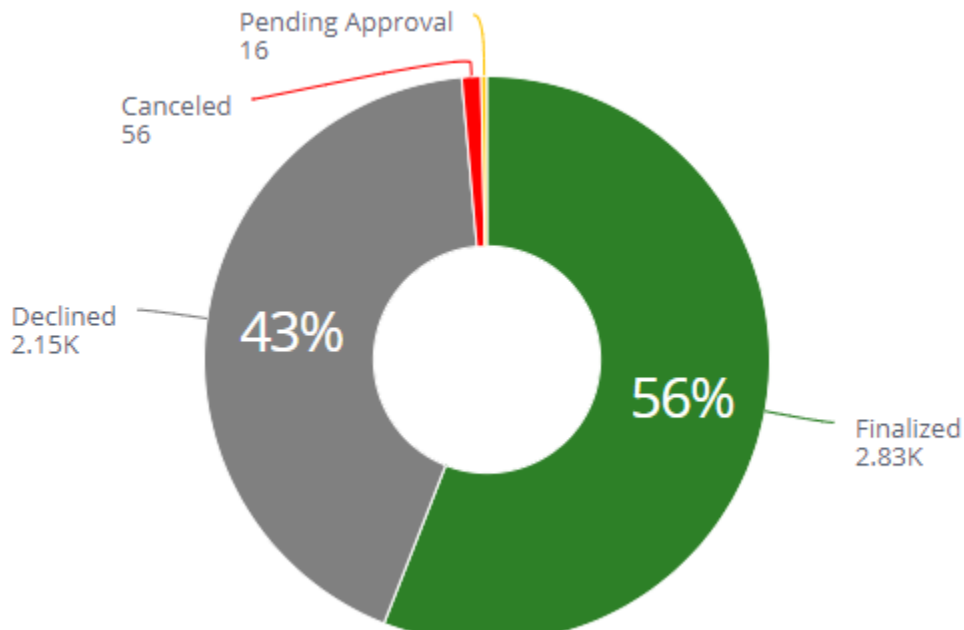
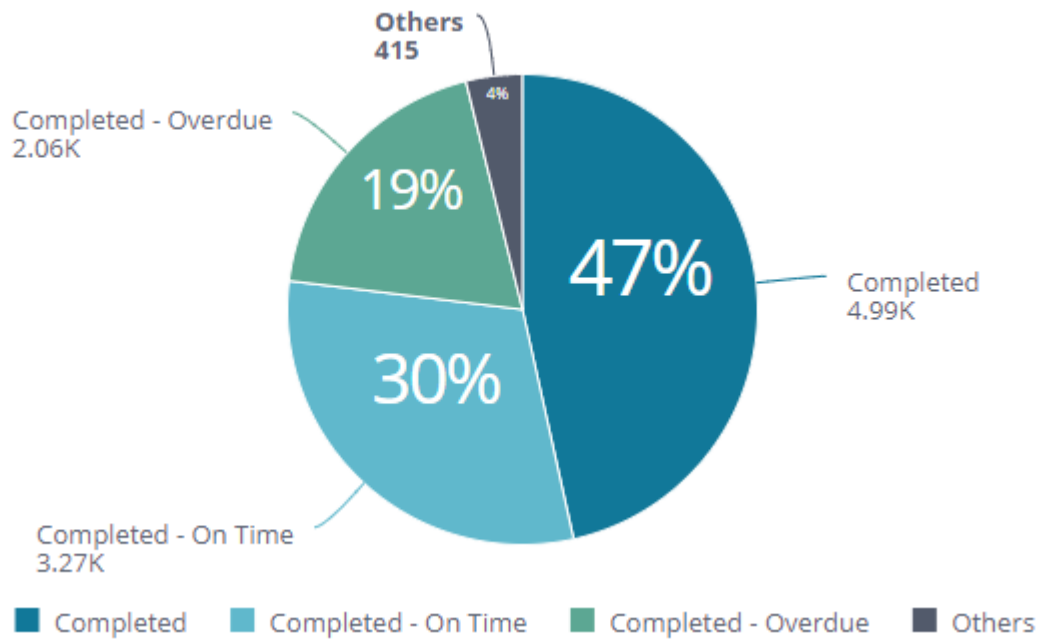




Harbor Bay CDD / MiraBay Community
Field Operation Manager's Report

Date of report: 02/15/2024

Submitted by: Mark Isley





Harbor Bay CDD / MiraBay Community
Clubhouse Manager's Report

Date of report: 02-15-2024

Submitted by: Jen Ashley

General Update / No Board action required:

We are looking forward to celebrating with all our sweethearts at our Valentines Day Dinner Event catered by our very own talented Debra with 70 people signed up. January is over, and we were able to manage the staffing to save just over \$6.5k for the month and \$27k to the fiscal budget through flexing the staff to business needs. We will continue to be proactive in our staffing to ensure we are as efficient as possible.

The maintenance team has added the lighting on the south gate and we are navigating through the app with all the options available to ensure the functionality of the app and lights. We will be adding lights to the north gate after the trial run on the south gate to improve the overall appearance of both gates. With this addition we will be able to change the colors of the lights according to the holiday as well as a natural white or yellow lighting. The slide is inoperable until Feb 26 for much needed slide repairs. The main pool will be closed for 3-5 days at the end of the month for paver cleaning and sealing.

We are preparing for our upcoming events this month and next month to include Mardi Gras, Parents Night Out, Super Bowl Party, Valentines Day, Chili Cook Off and St Patrick's Day. We also have 9 private rentals scheduled within the next month.

Amenity General Update / No Board action required:

EVENTS UPDATE / No Board action required:

First Friday
Wine Down Wednesday
Birthday Happy Hour
Build A Burger
Galley Café Breakfast
Kids Gasparilla
Adult Gasparilla
Total Events: 7

Kids Gasparilla – Revenue- \$545.00 ticket sales \$250 food sales- Expense-\$856.81

Our Field Ops Manager, Mark Isley drove his golf cart to Landings Park to meet families and lead the parade to the back lawn with families following in costumes and wagons. We joined families not participating in the parade on the back lawn for activities. Our Dragon Boat Club as well as our staff volunteer Mark Isley invaded the back lawn and handed out beads to all resident families at the event. The kids enjoyed activities of a pirate bounce house, caricature drawings, a treasure hunt with prizes and our Mirabay Staff DJ Duncan. Our Galley Café Staff grilled burger and hotdogs as well as had a bar with beverages and food available for purchase. We look forward to this fun family event every year.

Adult Gasparilla – Revenue-\$230 plus alcohol sales Expense-\$328.56

We continue to promote this event to acquire more attendees each year but always seems to be a very low attended event. All that attended had a wonderful time showing up in full pirate costume with potluck, a photo booth, MiraBay DJ Duncan and a bar with beverages available for purchase. All attendees enjoyed dancing and fellowship with neighbors. In the future for cost purposes, we may make this a happy hour themed event.

Afterschool and Summer Camp / No Board action required:

Afterschool has 15 kids enrolled on a regular basis. We have our Parents Night Out, Wonka themed, with 12 kids signed up so far. We also started advertising for Spring Break Camp and will need a minimum of 7 kids to run the event. Hannah and I are working together to bring the Fitness Buddies program back Mirabay for the 6 months to 5yr old kids while parents are able to utilize the fitness center, the Group X program, basketball/pickleball courts and tennis courts. We are currently working on the expense and revenue to ensure this is a profitable program. Hannah continues to work hard to recruit new attendees, enrich our current attendees, as well as plan for our inaugural Summer Camp!

Club Revenue – 12/2023

Category	Gross Revenue	Expense	Net Income (Loss)	Fiscal YTD Net Income (Loss)	Prior Months Total
Café	\$13,324.24				
Outfitters	\$0.00	\$7,188	\$6,136.24	\$29,634.74	\$23,498.50
Fitness	\$424.50	\$705.92	(\$281.42)	(\$683.36)	(\$401.94)
Personal Training	\$2,682.00	\$1,215.20	\$1,466.80	\$3,602.60	\$2,135.80
Tennis	\$2,165.00	\$1,771.70	\$393.30	\$2,071.60	\$1,678.30
Rentals	\$1,585.81	0	\$1,585.81	\$5,426.81	\$3,841.00
Programming	\$4,815.00	\$3,911.00	\$904.00	\$9,610.83	\$8,706.83
Decals	\$840.00	\$560.00	\$280.00	\$805.00	\$525.00
Total	\$25,836.55	\$15,351.82	\$10,484.73	\$50,468.22	\$39,983.49

Cost-Plus Performance									
	Total Invoice Amount (1)	Less Non Cost Plus Misc. Contracted Items (2)	Actual Cost Plus Items Incurred (3)	Forecast for New Cost Plus Contract (4)	Monthly Variance (Actual to Fcst)	Year To Date Variance (Actual to Fcst)	Monthly Variance Comments	YTD Spend on Amenities Contract (5)	Contract Start TO Date Variance
October	\$82,611.62	\$6,072.85	\$76,538.77	\$83,961.00	\$7,422.23	\$7,422.23	Staffed to plan with savings reflected in flexed labor.	\$76,538.77	\$82,063.94
November	\$81,910.07	\$4,867.05	\$77,043.02	\$83,961.00	\$6,917.98	\$14,340.21	Staffed to plan with less than 1% variance due to training hours for new employees in after-school and reception.	\$77,043.02	\$88,981.92
December	\$85,660.07	\$3,591.39	\$82,068.68	\$88,961.00	\$6,892.32	\$21,232.53	On plan with several events this month, including Winter Wonderland	\$82,068.68	\$95,874.24
January	\$79,453.82	\$5,209.93	\$74,243.89	\$80,961.00	\$6,717.11	\$27,949.64	adjusted staffing schedules due to weather and café volume	\$74,243.89	\$102,591.35
February	\$0.00	\$0.00	\$0.00						
March	\$0.00	\$0.00	\$0.00						
April	\$0.00	\$0.00	\$0.00						
May	\$0.00	\$0.00	\$0.00						
June	\$0.00	\$0.00	\$0.00						
July	\$0.00	\$0.00	\$0.00						
August	\$0.00	\$0.00	\$0.00						
September	\$0.00	\$0.00	\$0.00						

SECTION V
Subsection D – 2 – a



Aquatic & Fountain Management Agreement

This Agreement, with an agreed upon service start date of **February 1, 2024**, is made between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **Harbor Bay CDD / The Mira Bay Club** (hereinafter the “Customer”) c/o Mark Isley, Vesta Property Services, 107 Manns Harbor Drive, Apollo Beach, FL 33572

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

POND / WATERWAY MAINTENANCE

General Conditions: Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(26) Waterways 18,050 Linear Feet 15.44 Surface Acres @ NWL

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc for the following specific waterway management services:

Pond Maintenance – Twenty-four (24) inspections per year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.

- ⇒ **Twice Monthly Maintenance Program for Aquatic Weeds and Algae**
- ⇒ **Invasive Non-Native Plant Control**
- ⇒ **Shoreline Border Grass and Brush Control**
- ⇒ **Algae and Submersed Aquatic Weed Control**
- ⇒ **Littoral Shelf Maintenance**
- ⇒ **Trash / Debris Removal ****

*** Trash and Debris removal will consist of trash along pond shorelines and within reach of shorelines. Any large items or debris that are not easily removed by one technician during their routine visit will be removed upon Customer’s approval for an additional fee.*

- ⇒ **Inspection of Outflow Structures**
- ⇒ **Pond Dye program (Where Needed)**
- ⇒ **Water Testing (See Addendum)**
- ⇒ **Monthly Service Reporting**
- ⇒ **Aquatics Consulting**



FOUNTAIN INSPECTION, CLEANING & MAINTENANCE

General Conditions: Blue Water Aquatics will perform monthly fountain inspection and cleaning services on **two (2) existing floating fountains** on behalf of the Customer in accordance with the terms and conditions of this agreement as follows:

- * **Submersible Pump** – Inspect and clean the pump intake screens. Inspect motor shaft and impeller.
- * **Electrical Panel** – Inspect and test capacitors, breakers, and GFCI, as needed. Perform voltage and amp readings.
- * **Lights & Lenses** – Inspect and clean the lights and lenses.
- * **Float** – Inspect and clean all surfaces of the float. Remove water from the float, if needed.
- * **Tie-Downs/Mooring Lines** – Inspect all tie-downs / mooring lines.
- * **Timer(s)** – Inspect timer(s) and reset, as necessary.
- * **Display Heads, Jets & Rings** – Inspect and clean each part and disassemble the parts, *if needed* to clean orifice impediments.

No parts or special repairs are included in our cleaning / maintenance agreement. Any parts or repair costs will be invoiced separately. Any service calls for fountain repairs outside of this agreement will be invoiced separately at time and materials, with a one-hour minimum charge. Blue Water Aquatics does not assume responsibility for parts failure.

Snails / Mollusk Treatments: Blue Water Aquatics will treat the two fountains for snails / mollusk every other month, if needed.

Total Monthly Pond & Fountain Maintenance Contract Amount:	\$ 2,955.00/monthly
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Total Yearly Pond & Fountain Maintenance Contract Amount:	\$ 35,940.00/yearly
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Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time. Blue Water Aquatics shall not be liable for any delay in performing the services, nor liable for any failure to provide the services, due to any cause beyond its reasonable control.

Contract Term: The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

Third Party Fees: Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals. Customer agrees to reimburse Blue Water Aquatics for any Waiver of Subordination fees.



Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Disclaimer: While Blue Water Aquatics makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work. Such conditions may result in additional time or material costs that exceed this contract pricing. Should this occur, the Customer will be notified of these unforeseen circumstances or conditions and what the anticipated costs may be.

Customer understands that there are irrigation restrictions associated with some of the products used to treat their ponds and waterways. The Customer is responsible for notifying Blue Water Aquatics in advance of signing this contract if they utilize any of the water in their ponds or waterways for irrigation purposes. Blue Water Aquatics will note any irrigation restrictions on their service reports. Customer accepts full responsibility for any issues arising from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of using treated water for irrigation without prior notification to Blue Water Aquatics..

By signing this Agreement, the Customer acknowledges that they have informed Blue Water Aquatics of all known and relevant current site conditions that would be reasonable to successfully complete the contracted work. (Possible conditions may include site access, site parking, staging areas, fencing, obstructions, irrigation being drawn from pond(s) or gate codes.)

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

Early Termination: In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so



notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice. Upon termination of this Agreement, Blue Water Aquatics shall be entitled to payment for all work and/or services rendered up until the effective termination date of the Agreement.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

E-Verify: Blue Water Aquatics utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Written Notice: All written notices under the terms of this Agreement may be sent via overnight mail, Certified U.S. Mail with return receipt requested, hand delivered or electronic mail with delivery confirmation to the principal place of business of the party being noticed (as indicated herein above).

Addenda: See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

*Virgil Stoltz, VP/General Manager
Blue Water Aquatics, Inc.*

Customer Signature

Printed Name & Title

01/15/2024

Date

Date



**Survey Sheet - Site & GEP Surveyed
HARBOR BAY CDD / THE MIRA BAY CLUB**

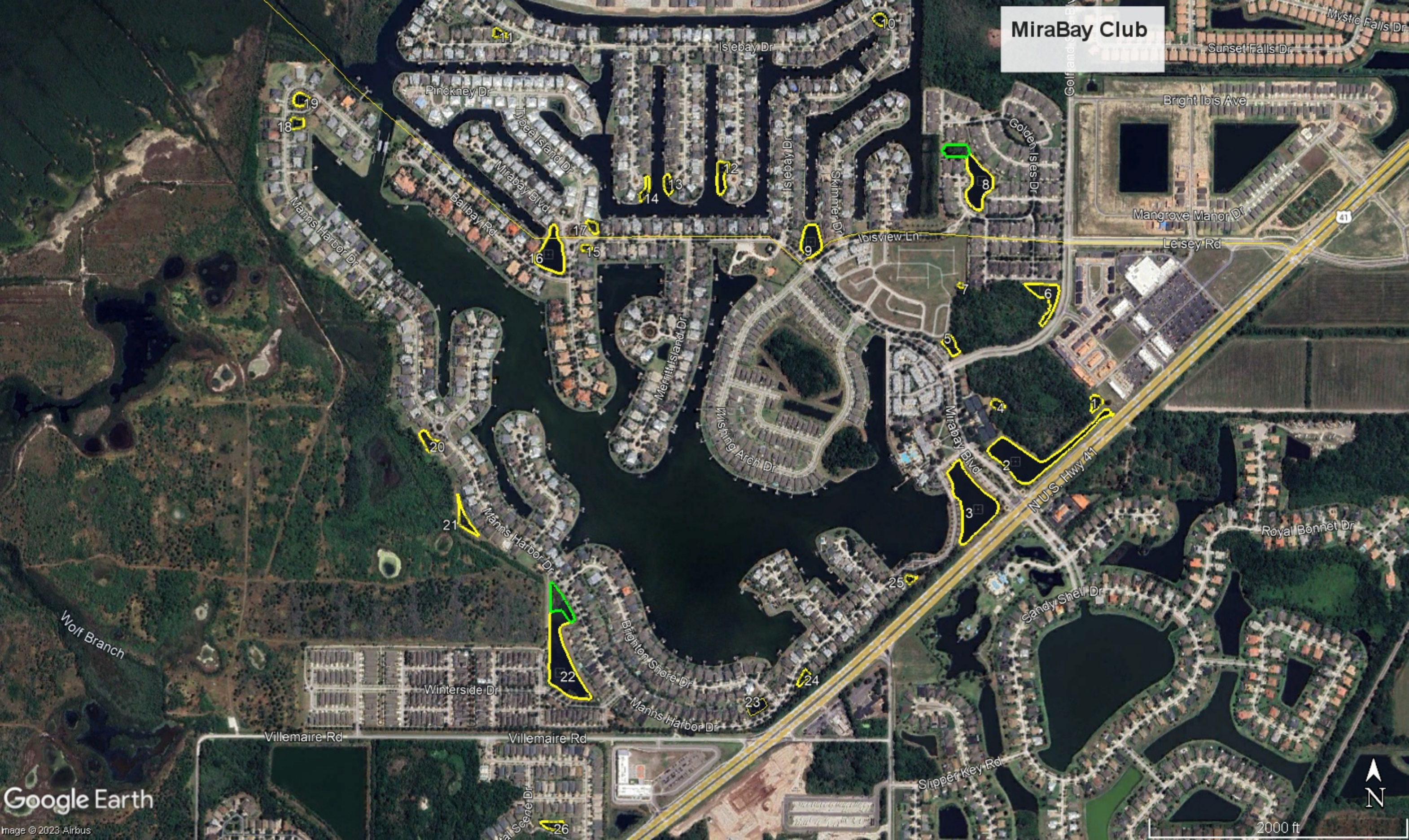
<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>	<u>Sump Acres</u>	<u>Littoral Shelf</u>
1	375	0.18	0.18	N/A
2	2,535	2.39	2.39	N/A
3	1,675	2.62	2.62	N/A
4	285	0.13	0.13	N/A
5	450	0.26	0.26	N/A
6	1,130	0.70	0.70	N/A
7	155	0.04	0.04	N/A
8	1,560	1.59	1.20	0.39
9	665	0.70	0.70	N/A
10	315	0.16	0.16	N/A
11	335	0.12	0.12	N/A
12	650	0.37	0.37	N/A
13	385	0.17	0.17	N/A
14	460	0.15	0.15	N/A
15	235	1.14	1.14	N/A
16	985	0.08	0.08	N/A
17	310	0.13	0.13	N/A
18	330	0.16	0.16	N/A
19	345	0.20	0.20	N/A
20	345	0.20	0.20	N/A
21	780	0.31	0.31	N/A
22	2,230	2.91	2.33	0.58
23	435	0.26	0.26	N/A
24	345	0.14	0.14	N/A
25	275	0.10	0.10	N/A
26	460	0.23	0.23	N/A
Total	15,745	21.36	19.20	2.16

HARBOR BAY CDD / THE MIRA BAY CLUB

Site Map



MiraBay Club



SECTION V
Subsection D – 2 - b

Who: Field Operations Manager

What: South Fountain Rebuild

When: 02/15/2024

Budget Impact: \$8,954.00

Decision: Yes/No



Property Name Ridgemoor Master Created Date 2/2/2024
Description Frame and Float repair for North Fountain due to Quote Number 00005965
 extensive Barnacle Damage.

Prepared By Peter Simoes
Phone (813) 351-0040
Email peter.simoes@solitudelake.com

Product	Quantity	Sales Price	Total Price
Freight	1.00	\$185.00	\$185.00
General Cost	1.00	\$7,485.60	\$7,485.60
Labor	12.00	\$107.00	\$1,284.00

General Cost Frame, Float, Light Bracket Replacement, Motor Housing, and Motor Lead Cable for 7.5 hp fountain.
Description

Taxes may be applicable Total Price \$8,954.60

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

MiraBay Club Field Operations

From: Peter Simoes <peter.simoes@solitudelake.com>
Sent: Wednesday, February 7, 2024 9:59 AM
To: MiraBay Club Field Operations
Subject: Re: Harbor Bay CDD South Fountain Repair

Please let me know if the following will suffice for your report.

Breakdown of General Cost for South Fountain Repair, Harbor Bay CDD:

- 1) Housing Assembly, 7-15HP 1HP, 1 X 60" Hose, with SS Braid, 316 SS = **\$1,503**
- 2) Maintenance Kit, 7-15HP Seal Assembly = **\$1,187.65**
- 3) Kit, Motor Lead Connection, 7-15HP = **\$268**
- 4) Cart Assembly, 7.5-10HP Masters Series, SS = **\$2,400**
- 5) Kit, Wheel, 7.5-10HP Masters Frame = **\$253**
- 6) WASHER, SPLIT LOCK 3/8 SS = **\$4.4**
- 7) WASHER, FENDER, 3/8 X 1-1/2, 18-8 SS = **\$6.4**
- 8) SCREW, HEX 3/8-16 X 3 1/2 SS = **\$23.8**
- 9) Bar, Nut, 304 SS = **\$275**
- 10) Bar, Nut, Anchor, SS = **\$313.4**
- 11) Float, 7.5-10HP Masters, 1/2-5HP Ultimex, 10-25HP Celestial = **\$1,038**
- 12) Bracket, L, Light, 304 SS = **\$43.7**
- 13) Bracket, Light, Pivot, 304 SS = **\$154.75**
- 14) NUT, NYLOCK 5/16-18 SS = **\$5**
- 15) SCREW, HEX 5/16-18 X 3/4 SS = **\$9.5**

Total = \$7,485.60

Best,

Peter Simoes

Field Operations Manager
Fountains & Aeration
Environmental Scientist

 SOLITUDE

LAKE MANAGEMENT
P: 888.480.5253 | M: 813.351.0040



solitudelakemanagement.com

On Wed, 7 Feb 2024 at 09:22, MiraBay Club Field Operations <fieldops@mirabayclub.com> wrote:

I need to have a thorough breakdown of prices.

SECTION V
Subsection D – 2 - c

Who: Field Operations Manager

What: Community Mulch Proposal

When: 02/15/2024

Budget Impact: \$85,000.00

Decision: Yes/No

KIM'S LANDSCAPE & LAWN CARE

127 16th Avenue S.W.
Ruskin, Fla. 33570
(813) 645-1769

PROPOSAL

FEBRUARY 7, 2024

PROPOSAL SUBMITTED TO:

Harbor Bay CDD
107 Manns Harbor Drive
Apollo Beach, Florida 33572
(813) 649-1500 ext. 131 or 133

WORK TO BE PERFORMED AT:

Mirabay

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF: **LANDSCAPING FOR MIRABAY**

➤ 1,000 yards of Mulch @ \$85.00 a yard

\$85,000.00

All trees and shrubs shall be Fla. grade # 1. Trees are guaranteed for six months and shrubs for three months (annuals, perennials, and transplants excluded). "Acts of nature," such as flood, freeze, drought, excessive winds, and or improper care or vandalism voids guarantee.

This proposal is good for 30 days and plants based on availability at time of installation.

- There is no guarantee without a fully functioning automatic irrigation system.
- Sunshine locate will locate all public utility lines at no charge.
- Kim's is not responsible for private line or private wiring being broken.
- Additional costs for labor and materials may be necessary due to unforeseen underground obstacles such as buried tree stumps, clay and hardpan, concrete or other buried objects.
- Plan and design is the property of Kim's Landscaping

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Eighty-Five Thousand Dollars \$85,000.00
with payments to be as follows: **50% down and balance due upon completion**

Respectfully Submitted: 02/7/2024

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

DATE _____

SIGNATURE _____

SECTION VI

Subsection A

**MINUTES OF MEETING
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harbor Bay Community Development District was held on Thursday, **January 18, 2024** at 6:00 p.m. via Zoom Communication Media Technology and in the Lagoon Room of the MiraBay Clubhouse, 107 Manns Harbor Drive, Apollo Beach, Florida.

Present and constituting a quorum:

Dan Leventry	Chairman
Tim Nargi (<i>via Zoom</i>)	Vice Chairman
Trisha Neese-Wyssbrod	Assistant Secretary
Dean Walters	Assistant Secretary
Michael Rodriguez	Assistant Secretary

Also present were:

Jordan Lansford	District Manager – GMS
Michelle Reiss	District Counsel
Amy Palmer (<i>via Zoom</i>)	Lighthouse Engineering
Mark Isley	Field Manager, Vesta Property Services
Jennifer Ashley	Amenity Manager, Vesta Property Services
Matt Davis (<i>via Zoom</i>)	Mills, Paskert, Divers, PA
Lee Kim	LT Kim
Sang Lee	LT Kim
Residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Lansford called the meeting to order at 6:00 p.m. and called the roll. All Supervisors were 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 no comments, the next item followed.

FOURTH ORDER OF BUSINESS**Business Items****A. Report from Matt Davis**

Ms. Lansford stated that Mr. Davis emailed a report to the Board earlier this week, indicating that he contacted the District's insurance carrier regarding Mr. Garcia's lawsuit against the District, a copy of which was provided to the Board. A request was made, for the insurance carrier to defend, hire, pay for a lawyer and indemnify the District from Mr. Garcia's claims. The District's deadline to respond to the lawsuit was January 24, 2024. No response was received. Mr. Davis reported hearing from the insurance agent today that the carrier appointed an adjuster but had not made a coverage decision. An extension of time to February 14th to respond to Mr. Garcia's complaint was granted, which should give the carrier enough time to make a decision. Mr. Davis would update the Board next month.

B. LT Kim Weekly Reports

Ms. Lansford presented weekly reports from LT Kim for December and January, which were included in the agenda package. Proposals were included under separate cover for Palm tree injections and fertilizer. There were different prices in the proposal for Palm tree injections; one for an annual treatment and the other for quarters one and three and two and four. The proposal for fertilizer was for additional fertilizer, above and beyond regular maintenance, to help catch up from the turnover. Mr. Leventry requested that Mr. Kim explain the Palm tree injections. Mr. Kim indicated that he charged \$20 per tree, which was a good deal. Mr. Leventry questioned the difference between purchasing per quarter versus annually as the injections for quarters one and three cost \$6,200, quarters two and four cost \$4,400, but the annual injection cost \$21,200. Mr. Kim confirmed that the cost was \$20 per tree. Mr. Walters asked if paying quarterly was more expensive. Mr. Leventry did not think so, as they received two quarters for that price. Mr. Kim pointed out that the guy he purchased the injections from was not dishonest. Mr. Leventry questioned when the injections would start. Mr. Kim stated they would start right away.

Mr. Leventry MOVED to approve the quote from LT Kim for Palm tree injections in the amount of \$21,200 annually and Mr. Rodriguez seconded the motion.
--

Ms. Neese-Wyssbrod asked if staff reviewed the proposals and if it was timely. Mr. Isley pointed out that he spoke to Red Tree and Russell prior to Mr. Kim regarding the options of drenching and/or injecting the Palms and was informed that the injector Mr. Kim used was less expensive and the best t. Regarding the timeliness, Mr. Isley noted browning fronds around the community. Mr. Walters questioned what line item this expenditure would be paid out of. Ms. Lansford confirmed that there was \$18,000 in the line item that OLM used. Mr. Leventry agreed that there were sufficient funds.

On VOICE VOTE with all in favor the quote from LT Kim for Palm tree injections in the amount of \$21,200 annually was approved.

Regarding the fertilizer, Mr. Kim reported that weed killer was sprayed in many places, but they needed additional fertilizer. Mr. Leventry pointed out that everyone was pleased with the improvement that they were seeing in the turf and landscaping and were aware that Mr. Kim was using extra fertilizer to bring the health back, but questioned whether they would need the same amount next year, once everything was healthy. Mr. Kim estimated that next year, they would need two years of additional fertilizer before they hit a plateau, because they did not fertilize for four years and everything was dead. Ms. Neese-Wyssbrod pointed out that she could see the results of the additional fertilizer and asked if this was the only additional amount of fertilizer that they would need or expect to see more. Mr. Kim confirmed that it was the amount of fertilizer needed for the rest of the year. Mr. Walters questioned what line item it would be paid from, since they used the OLM line item for the Palm injections. Mr. Leventry felt that Mr. Walters questioning was counterproductive as there were sufficient reserve and landscape replacement funds. Ms. Lansford indicated that \$167,000 was transferred into the General Fund last week from the completion of the bonds. Mr. Nargi felt that this was something they needed to do and if they did t, they would be paying triple the amount in the future to make landscape repairs.

On MOTION by Mr. Leventry seconded by Ms. Neese-Wyssbrod with all in favor the quote from LT Kim for additional fertilizer in the amount of \$45,000 was approved.

C. MiraBay Visual Inspection Report

Ms. Lansford presented the MiraBay Visual Inspection Report, which was included in the agenda package. There were no questions.

D. Update from Sang Lee, Lighthouse and Counsel on Park Square Turnover

This item would be discussed later in the meeting.

E. Ratification of Fourth Addendum to the Vesta Agreement *(to be provided under separate cover)*

Ms. Lansford reported that staff had not received the final executed copy of the Fourth Addendum to the Vesta Agreement.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

This item would be discussed later in the meeting.

B District Engineer

1. Presentation of Lighthouse Engineering Schedules

2. Consideration of Administrative Change to Dock Memorandum

Ms. Palmer made a minor change to the Dock and Lift Application, to include addresses for the witnesses, as the Clerk of the Court was now requiring witnesses address to be provided. This change did not need to be approved by the Board.

3. Consideration of Proposal from Florida Structural Group to Repair Seawall on Ibisview

Ms. Palmer presented a proposal from Florida Structural Group, which was included in the agenda package, for a seawall that was starting to fail on Ibisview. The quote was high, but it was the original seawall. Ms. Neese-Wyssbrod asked if it was scoped as a part of the seawall mediation. Ms. Palmer confirmed that it was not scoped according to the plans that she received. They had a great relationship with Florida Structural Group and they were coming out to make repairs, even if it was past the warranty. In her opinion, this work needed to be done sooner than later, as the seawall was starting to fail. Mr. Leventry asked if the repair would be exactly the same as the previous seawall replacement, with the extended sheet piles and larger cap. Ms. Palmer confirmed that they would leave the original structure, reinforce it, add a new cap and

filler fabric, which would be consistent with repairs made on the rest of the seawall. Ms. Neese-Wyssbrod asked if the seawall was in back of someones yard. Mr. Walters explained that it on Ibisview, on the way to Seacrest. Mr. Nargi recalled that the Skimmer side was the original Langan Engineering wall repair and they should have the sheet piles, as they were stored by Mr. Isley behind the tennis courts. Ms. Palmer would inform Florida Structural Group.

Mr. Leventry requested that Florida Structural Group revise the quote to include the 80 sheet piles and to find out if the work was scoped out of the original seawall replacement. Mr. Nargi recalled that the original work was at the very beginning of the seawall and this portion was at the end. In addition, the cap that was on the east side of Skimmer was larger than it should be and Cardno changed the design. Mr. Walters asked if it was part of the original emergency repairs. Mr. Nargi indicated that it was the first one because the soils were softer on that side of MiraBay. They put riprap on the bottom of the piles, which he was upset about. Mr. Leventry understood that there was a warranty issue on emergency repairs, but did not think that this was a warranty repair. Hecker did some of the emergency repairs and requested that there be some research on the history of this section of the seawall, as it had the original cap and there the rotation, according to the picture. Mr. Nargi pointed out that the rotation was due to the tiebacks, which were doing their job and the major component was what was behind the wall and the failure of the drainage, contributing to 90% of their issues. *There was Board consensus for Ms. Palmer to pull the history, design details and Hecker warranty and have Florida Structural Group revise their proposal to exclude the 80 sheet piles.*

Ms. Reiss joined the meeting.

- **Update from Sang Lee, Lighthouse and Counsel on Park Square Turnover**
(Item 4D)

Mr. Lee reported that he participated in a conference call with Ms. Reiss and Park Square's attorney on Tuesday, to set in motion the Conveyance Agreement and the amount that was approved by the CDD Board previously, which was \$461,968. Park Square was completing the title work at the same time that they were working on the Conveyance Agreement, which would be presented to the Board at the February meeting. Once the agreement was executed, Park Square would convey the 11 folios and pay the District \$461,968 for the maintenance work. In response to Mr. Leventry's question, Ms. Palmer confirmed that she reviewed the proposals and improvements for each folio and was satisfied. Mr. Lee reported that there were two

additional items, that would be provided by Mr. Kim, as part of the original budget, which was a drainage issue between 5213 Wishing Arch Drive and loose retaining wall rocks, which was part of the Shell Cove proposal. Mr. Leventry asked if Ms. Reiss was comfortable with the discussion that she had with the Park Square attorney on Tuesday. Ms. Reiss confirmed as part of the existing conveyance plan, Park Square was performing title searches on all of the parcels to confirm whether there were any title issues, easements, burdens, liens, etc. and preparing the conveyance documents, deeds and assignments, which she would review. The plan was for Park Square to convey the parcels, pay the District and the District would in turn release Park Square from any issues that occur in the future, although the risk was fairly low as most of the parcels were dirt lots.

Ms. Reiss planned to provide conveyance documents to the Board at the March meeting, with the District taking over the operation and maintenance (O&M) expense for the parcels until the end of the fiscal year; however, the District did not budget for it and Park Square was asked to provide documentation on the maintenance costs that they incurred over the past six months to a year. Mr. Lee was negotiating with Park Square to get them to pay a percentage of the O&M costs through the end of the year; however, Park Square was reluctant to do so, because they felt that it was new landscaping and there should not be any maintenance. They were currently maintaining seven out of the eleven folios and would provide the invoices to substantiate it. Mr. Walters pointed out if Park Square did not agree, it was in the CDD's best interest to delay the conveyance until the end of the year. Mr. Leventry indicated this was the first movement that they have seen out of Park Square on anything and was reluctant to quibble over \$30,000, when they were receiving \$500,000. Mr. Lee recalled that the Board approved \$300,000 for the mangrove trimming and Park Square indicated that they spent \$100,000, which they would provide receipts for and would provide the difference to the District. Mr. Walters did not want the sidewalks and the streets to be included. Mr. Nargi asked if Ms. Palmer looked at the property in Shell Cove, as 11 folios were in Shell Cove. Ms. Palmer informed Mr. Lee that some minor repairs needed to be made to the wall. Mr. Lee indicated that the fourth proposal was updated to include the repairs to the retaining wall. Mr. Nargi voiced concern about the omissions. Mr. Leventry pointed out that Ms. Palmer went through every proposal last Friday.

Mr. Rodriguez questioned how long it would take Mr. Kim to perform the maintenance, once the initial agreement was executed. Mr. Leventry pointed out that they must have a contract

with Mr. Lee to perform the work. Mr. Lee was informed by Mr. Kim that it would take three months to make the repairs. Mr. Walters recalled that there was a piece of property in someone's backyard that was part of the turnover, which the resident expressed interest in, as it was part of their side yard. Mr. Leventry preferred to have the deal executed with Park Square, before working any side deals. Ms. Reiss understood that most of the folios did not streets and improvements. Mr. Lee recalled in the initial conveyance, none of the streets were included, as they were still owned and maintained by Park Square. Ms. Reiss explained that streets would have their own Parcel ID number and the conveyance included roundabouts, dirt lots and retention ponds. If there were any improvements, they would be separated, so when the title to the property was transferred, there would not be a Bill of Sale. Mr. Leventry pointed out as long as Ms. Palmer was comfortable and the additional improvements were added to the proposals, he was in agreement. Ms. Palmer confirmed that she was doing her due diligence. Ms. Neese-Wyssbrod any claims or complaints by any government body, would be identified when they did a title search. Ms. Reiss explained that the title search would identify if there were any liens or easements on the property. Mr. Leventry pointed out that there was nothing for the Board to approve at this meeting and thanked Mr. Lee for the work that he completed over the past two months.

Mr. Rodriguez stated that he received emails from residents in Marisol Pointe and requested that Mr. Lee speak to Park Square about installing a gate. Mr. Lee indicated that having security in Marisol Pointe was discussed many times and it was on Park Square's radar. Mr. Walters recalled that one resident suggested an arch because it was a public road and since it was the newest section of MiraBay, it would be the easiest transition into the community. Mr. Lee explained that it was still a construction site and if it was conveyed to the District, the District would be responsible for any liability from the construction. Therefore, it would be in the CDD's best interest, to have Park Square complete construction and install a gate. Ms. Neese-Wyssbrod questioned the delay with the mangrove trimming. Mr. Lee pointed out that Park Square was working with their corporate office to find all of the payments, as there were some credits. Park Square's current focus was on the conveyance of the 11 folios, having the conveyance documents signed and the District receiving payment. Ms. Neese-Wyssbrod voiced frustration as it had been a year and many promises were made by Park Square and questioned where the estimate of \$461,968 for the maintenance work came from. Mr. Sang explained that

the biggest issue in the overall conveyance was maintaining to the MiraBay standard and it was counterproductive to look at other vendors, as Mr. Kim understood what it takes to maintain to the MiraBay standard. Mr. Leventry voiced concern that the District was accepting these properties as well as the maintenance and must spend \$461,968 to get the property up to the MiraBay standard.

Ms. Neese-Wyssbrod asked if Mr. Lee was receiving compensation from Park Square for this work. Mr. Lee confirmed that he was not receiving any compensation from Park Square and was working on behalf of the Harbor Bay CDD. Mr. Nargi requested that Ms. Palmer look at the Ibisview seawall during low tide, as in 2017, the Board ignored the end of the canals because they thought that the existing riprap was sufficient. At one point, Marisol Pointe was supposed to be a private road, but because of Pockets 106 and 107, the Board considered a toll road, but along the way, the property changed hands and requested that Mr. Lee research if Park Square petitioned the county to change it. Park Square maintaining to the MiraBay standard, was a big deal, as Newland Homes felt that the MiraBay standard had no definition in 2017. Mr. Lee indicated that he was working with the county on the public/private issue in Marisol Pointe, to understand what was on the original plat, which would impact not just the parcels that were being conveyed, but also the roads and sidewalks in the rest of MiraBay.

- **District Manager – Discussion of Sang Lee Invoice (*Item 5C1*)**

Ms. Lansford recalled Mr. Lee submitted an invoice in the amount of \$7,000, of which \$3,500 was paid, leaving an outstanding amount of \$3,500 and asked if the Board wanted to revise the contract, since the not-to-exceed amount that the Board approved in his contract, was in a not-to-exceed amount of \$3,500. Mr. Rodriguez was in favor of approving the additional \$3,500, since Mr. Lee worked more than the initial 10 hours that was approved by the Board. Ms. Neese-Wyssbrod requested that Mr. Lee provide a plan. Mr. Walters felt that 20 hours for this type of negotiation, was more than reasonable and questioned whether it was for the total number of hours actually spent. Mr. Lee explained that it was for conference calls, reviewing proposals and negotiating back and forth. Regarding Ms. Neese-Wyssbrod's request, planning the number of hours that he was going to spend with Park Square was difficult and the \$7,000 was for the first six months that he worked on this project, which he spent more than 20 hours on. Mr. Nargi felt that they needed to honor their contract and to do a modification.

On MOTION by Mr. Leventry seconded by Mr. Walters with all in favor Mr. Sang Lee's invoice for an additional \$3,500 was approved.

Mr. Leventry appreciated all of Mr. Lee's hard work and suggested dealing with Park Square corporate directly. Mr. Lee pointed out that Park Square was going through a transition, due to their COO retiring. Ms. Reiss recalled that the contract was drafted to include the not-to-exceed of \$3,500, subject to prior written approval of the Board and there was flexibility in the contract to go above that amount without having to do a modification. However, she suggested that Mr. Lee provide a roadmap of his plan for the next 30 days and the number of hours that he may incur, in order for the Board to plan and budget accordingly. Mr. Nargi agreed. Mr. Leventry pointed out that the \$3,500 was within the spending limit of the District Manager and the suggestion of Ms. Neese-Wyssbrod, was to have a plan approved at the manager level versus coming back to the Board. Ms. Reiss suggested that Mr. Lee prepare a plan for the next 30 days and email it to the Board for discussion at the February meeting.

- **Ratification of Fourth Addendum to the Vesta Agreement** *(to be provided under separate cover) (Item 4E)*

Ms. Reiss presented the Fourth Addendum to the Vesta contract. It was already reviewed by the Board and they were finalizing the exhibits for the staffing. The final exhibit was provided by Vesta today, which had the accurate staffing. The final document was ready for signature. Vesta would reduce the staffing to cut the cost and the percentage changed from 1.21% to 1.23%, which was the purpose of the addendum. Mr. Leventry pointed out that it included everything that the Board discussed previously. Ms. Neese-Wyssbrod questioned why the multiplier was increased, if it was applied to all hours worked and if the salary was paid to that person. Ms. Reiss understood that Vesta slightly increased the multiplier to adjust how much they're going to earn off of the contract, so they did not have much of a loss, as reducing the staffing, reduced the overall amount of the contract. The initial plan had a certain number of staffing and there was an anticipated cost per year. For example, a salary of \$200,000 per year, had a multiplier of 1.21%, which was how they factored in how much Vesta was going to earn off the contract. The way it was proposed, the District would still get a savings on the contract

and Vesta would not lose in terms of the amount that they earned off the contract. Mr. Isley confirmed that there was a huge savings. Mr. Walters recalled that there were savings of \$135,000. Mr. Leventry clarified the total savings was \$135,000, in addition to the \$93,000 reduction at the budget meeting. Ms. Neese-Wyssbrod questioned the difference between the 1.27% and 1.39%. Ms. Lansford indicated that the invoices were a guesstimate over the past year and once GMS received the actual invoices, they would see the difference. The current Cost-Plus contract was \$1,028,744 and the proposed contract with the reduction in staffing, was \$893,572, providing a savings of \$135,172. Mr. Walters requested invoices each month for tracking purposes. Ms. Reiss pointed out that the addendum did not change the dates of the contract and it expired at the end of the fiscal year. If the Board did not see the savings that they were anticipating, they could renegotiate. Mr. Leventry recommended waiting and if they received the cost savings, they could either negotiate to extend it or have further discussion.

On MOTION by Mr. Leventry seconded by Ms. Neese-Wyssbrod with all in favor the Fourth Addendum to the Vesta Agreement was approved.

- **District Counsel** (*Item 5A*)

Ms. Reiss reported that two proposals were received yesterday in response to the Request for Proposals (RFP) for security services; one from Envera and one from Secura Team. Electronic copies were provided to the Board and she had the hard copies. Mr. Leventry requested time to review the proposals as one was 60 pages long and for the proposers to come before the Board. Ms. Reiss pointed out they were not apples-to-apples proposals, as one was for gate access and amenity surveillance and the other was only for the gate access. Both had an initial cost to do some upgrades and maintenance expenses. Ms. Reiss would provide further detail at the Closed Session at the end of the meeting.

Ms. Reiss emailed Mr. Isley and Ms. Ashley about pending contracts for the pressure washing, pavers, and pool slide. Mr. Isley recalled that Mr. Leventry requested further research on the fiberglass warranty for the pool side resurfacing and discovered that a \$20,000 repair of the slide was completed on October 18, 2021, which included a one-year warranty. The exact same work would cost \$45,000 today. Florida Pools provided a proposal for one-fourth of the price. They have been using them for two years and were a local business. The resurfacing was

approved by the Board, but Mr. Isley was waiting until he had the warranty information. Mr. Walters questioned the warranty for the last resurfacing. Mr. Isley stated there was a two-year warranty on the slide and would work with Ms. Ashley to push the lifeguards to monitor when the slide was busy, because a button on a swimsuit could leave a mark, which caused the slide to peel. Ms. Reiss asked if the Florida Pools contract was ready to be signed. Mr. Isley confirmed that it was ready to be signed as well as the one for the paver sealers. Mr. Leventry recalled receiving a contract from GMS for the pressure washing. Mr. Isley pointed out that one contract was for the paver sealing and the other was for the pressure washing. Ms. Reiss indicated that the pressure washing contract had some minor edits.

Mr. Walters asked if they could purchase an extended warranty. Mr. Isley did not think they offered one but would ask. Ms. Reiss recalled that the one-year warranty was based on the proposal. Mr. Isley pointed out that they verbally offered a two-year warranty because they wanted the job. Mr. Leventry pointed out that every piece of property that MiraBay owned, had a barcode on it, with a receipt, purchase date and warranty date and felt that the software that they had for scanning the barcode, was not being used properly. Mr. Leventry offered to assist staff with it. Mr. Isley explained that the software was used for scheduling tasks. Mr. Walters thanked Ms. Reiss for controlling attorney's fees, which decreased in the past two months. Mr. Leventry appreciated Ms. Reiss keeping attorney's fees down, as that was the purpose of hiring her.

C. District Manager

Ms. Lansford reported that the Proposed Budget would be distributed at the May meeting. The Board would approve the high watermark, which could not be increased after the May meeting. Assuming that any areas would be conveyed by Park Square, between the May meeting and the end of Fiscal Year 2025, Ms. Lansford requested that Mr. Isley and Mr. Lee provide proposals for the O&M of those areas, no later than April 15th. A budget workshop was planned for the first week of May.

1. Discussion of Sang Lee Invoice

This item was discussed.

2. Cost of Amended and Restated Waterway Rules

Ms. Lansford emailed the cost of the amended and restated Waterway Rules, which was requested by the Board. There was an indirect cost with the public hearing and for the District Engineer to review the dock applications, which was estimated at \$72,090. Mr. Leventry was not happy about it. Ms. Neese-Wyssbrod voiced frustration because it was a huge expense that was allowed to happen, as there should have been some stopgap on the amount spent thus far. Going forward, she felt that one Supervisor should not be allowed to accrue that kind of expense. Mr. Leventry agreed and felt that there needed to be a billing code that it was based upon an agenda item, so if there was a question on the cost, Ms. Lansford could provide the items associated with the cost. In addition, Mr. Leventry requested that staff not take direction from individual Board Members as they worked for the entire Board and the MiraBay community. If Board Members had issues, they should inform Ms. Lansford, who would notify him. They should not call staff.

D. Field Operations Manager & Amenity Manager

1. Amenity Manager Report

Mr. Markunas presented the General Manager Report and Ms. Ashley presented the Amenity Manager Report, which were included in the agenda package. Ms. Ashley reported that last month ended with the Winter Wonderland, which 500 people attended. This past weekend, over 60 kids attended the Kids Gasparilla and the Adult Gasparilla was this weekend. The after-school program had 15 kids enrolled on a regular basis and 16 kids attended the Winter Camp. Childcare would be available for those that wanted to attend the Valentine's Day Dinner. In December, they saved just over \$6,000 and ended the third month of the fiscal year, with just over \$21,000. Ms. Ashley received a request to keep the Christmas lights up at the guardhouses year-round and was waiting for a quote from the contractor. To do it themselves, would cost \$1,100. Mr. Leventry indicated that he received compliments that the perimeter lights around the guardhouses looked nice and residents wanted to keep them up year-round and felt that \$1,100 was a small amount to pay. Mr. Rodriguez agreed, as they could change the lighting for holidays, such as red, white and blue for July 4th and orange for Halloween. Mr. Leventry requested if it was done in-house, that they not leave the cord hanging down like it currently was. Ms. Neese-Wyssbrod felt that it was a great idea as everyone sees it and it was a community aesthetic. Mr. Walters pointed that the lights look great and wanted them on the bridge. Mr. Leventry voiced concern that if they had them year-round on the bridges, people would break them off and they

would end up with problems. *There was Board consensus for in-house staff to install lighting at the guardhouses year-round.*

Mr. Leventry was pleased to see that they were \$95,000 under budget on the Vesta contract but did not like that the Winter Wonderland was advertised to people outside of MiraBay, as it was crowded and they CDD spent \$10,000 on it. Ms. Ashley pointed out that it was not advertised outside of the community, but it was mentioned on Facebook, Instagram and an e-blast was sent out. Ms. Neese-Wyssbrod assumed that residents shared it to their friends outside of MiraBay. Mr. Leventry understood that the caterer shared it to the Apollo Beach site and reminded staff to inform vendors that MiraBay was paying for it and it was for MiraBay residents only. Mr. Rodriguez recalled that the food trucks advertise their location, if they had a following. Mr. Leventry indicated that one food truck ran out of food and they paid a premium for the food trucks. Ms. Ashley would look into that for next year. Mr. Leventry thanked staff for doing a great job. Mr. Rodriguez questioned how many residents signed up for the Adult Gasparilla. Ms. Ashley confirmed that at the end of last week, a little over 20 people signed up. Mr. Walters pointed out that communication was excellent. The coffee invoices were \$2,300 per month and they were on pace to spend \$28,000 per year. Mr. Nargi questioned the hours that coffee was offered. Ms. Ashley indicated that staff comes in at 5:30 a.m. and it was available until Noon.

2. Field Operations Manager Report

Mr. Isley presented the Field Operations Manager Report, which was included in the agenda package. A new sump pump was installed in the main pool overflow mixing tank, some LED lights were replaced and a couple of damaged pickleball nets and frames were repaired. New pieces and parts were not ordered yet, but he was planning to order them. The saunas were finally under control, due to installing some new thermos hygrometers. A new weight bench and rack were installed in the corner of the Gym, which made everyone happy. All of the new signage, including the new MiraBay banners were hung back up and repaired. Another LED sign for the south gate was ordered. The one at the north gate was down due to a software issue. They were still working on abandoned up lighting. Mr. Leventry noted issues with the landscape lighting. Mr. Isley pointed out that their new maintenance guy used to be painter and was doing nothing but painting gaps on the monuments. Since many were different colors, they chose only

one color. To assist Mr. Kim, they were removing dead shrubs on Islebay where there was no irrigation. All sidewalk repairs were completed as well as all structural repairs in The Landings. Ms. Neese-Wyssbrod recalled that Mr. Markunas had an estimate for decorative rocks and a fence. Mr. Isley indicated that there were several proposals, such as one from Tampa Bay Fence Company, which he was going to bring before the Board. Ms. Neese-Wyssbrod noted great progress with the Gym, such as the 24-hour access, but there was feedback regarding loose weights and Gym etiquette, as people were sitting on the lap machine and checking texts and asked if there could be signage, asking people to put the weights back. Mr. Isley installed a sign saying not to throw the balls on the wall.

Mr. Isley reported that the north fountain was back in operation and south fountain was finally dug out. They stopped paying Solitude for fountain maintenance and were going to post pictures on Facebook showing the work that they did and before and after pictures. The south fountain must be rebuilt because of all the damage. According to the contract, they were supposed to pull it to clean once a month, which they were doing in the past, but there was so much salt water and the barnacles were growing fast. Solitude was trying to sell them two solar cleaners as well as a treatment for the two retention ponds out front, but Mr. Isley preferred to use a shore mount system, which were popular in the Florida Panhandle. Mr. Leventry suggested cleaning the bottom of the fountains once a month in the Wintertime and twice a month in the Summer, to prevent barnacle growth. Ms. Neese-Wyssbrod asked about the digital sign at the entrance. Ms. Ashley reported a problem with the software, which they were trying to resolve. One solution was to remove the entire program and reload the new software that came with the new sign. Mr. Isley explained that they had the exact same sign for the south gate and planned to get it running first. It would be placed at the concrete wall at Manns Harbor, because there was still power there. He did not want it close to the sidewalk as kids could ride by and hit it.

a. Consideration of Aquatic Maintenance Bids *(to be provided under separate cover)*

Mr. Isley was obtaining aquatic maintenance proposals from companies that provided pond maintenance services.

b. Consideration of Proposal for Palm Tree Injections from LT Kim *(to be provided under separate cover)*

This item was discussed.

c. Consideration of Proposal for Landings Park Parking Lot from LT Kim *(to be provided under separate cover)*

d. Consideration of Proposal for Landscaping of Wolf Creek from LT Kim *(to be provided under separate cover)*

Ms. Lansford reported that Mr. Isley approved the proposals from Mr. Kim for crushed shells in Landings Park in the amount of \$2,050 and for the cleaning and trimming of Brazilian Peppers and removal and disposal of three Bald Cypress trees in Wolf Creek in the amount of \$2,000, as it was under his spending authority.

e. Consideration of Proposal for Landscaping Berm Plantings from LT Kim *(to be provided under separate cover)*

Ms. Lansford presented a proposal for landscaping berm plantings in the amount of \$164,990. Mr. Kim explained that the plantings were for the Highway 41 street side berm, Villemarie street side berm and the inside berm on the subdivision side. Mr. Leventry pointed out that one was the Admiral Point berm that had not been maintained. Mr. Kim reported that there was almost 24 years of plant damage. Mr. Leventry asked if it was just for Highway 41 or if it goes down Villemarie Drive. Mr. Lee stated that it did not go all the way down Villemarie Drive, as a portion was owned by Park Square. Mr. Leventry pointed out that towards Bay Breeze beyond the manned gate, was owned by Park Square. Mr. Kim indicated that there were many issues with Washingtonians that were more than 40 feet tall that needed to be removed. Mr. Leventry questioned what they planned to spend in the reserve for Fiscal Year 2024. Ms. Lansford confirmed that \$749,000 was budgeted and \$288,000 was in the reserve. \$730,000 was transferred into the reserve, \$96,000 was earmarked for landscaping, \$634,000 was budgeted to be spent and the ending fund balance was \$1.85 million. Mr. Leventry questioned how much was spent thus far. Ms. Lansford recalled that \$54,830 was spent tonight.

Mr. Leventry was in favor of this expenditure as the berms needed to be redone and it was a one-time cost. Mr. Rodriguez agreed, due to them being neglected for four years. He lived on Highway 41 and Manns Harbor and the concern was the people driving by it. When he first moved into the community, the berm was a big attraction and it has been for 24 years. Mr.

Walters was in favor of doing it, but not until the second half of the fiscal year when they were in a better fiscal position, as last year they spent significant money in the first half of the fiscal year, which created problems in the second half of the fiscal year. Ms. Neese-Wyssbrod agreed as there were other projects that were a higher priority, such as removing big stumps at the pool and requested a prioritized list of activities. Mr. Nargi was in favor of it, as it was not going to change anything. Ms. Lansford noted that in addition to the \$730,000 that was transferred, a wire transfer of \$167,097.83 was made yesterday afternoon. Mr. Nargi voiced concern about the price increasing in three to six months. Mr. Leventry agreed with having the landscape berm plantings as the front entrance of the community, the berm, the ponds and the front entrance of MiraBay Boulevard were the showcase of their community.

Mr. Leventry MOVED to approve the proposal with LT Kim for landscaping berm plantings in the amount of \$164,990 and Mr. Rodriguez seconded the motion.

Mr. Rodriguez requested that staff work with Mr. Kim and follow his suggestions and recommendations and that the Board follow the same. Mr. Walters was not opposed to the project but did not feel that it should be completed at this time. Mr. Nargi disagreed as inflation was going to get worse.

On VOICE VOTE with Mr. Walters, Mr. Leventry, Mr. Nargi and Mr. Rodriguez in favor and Ms. Neese-Wyssbrod dissenting, the proposal with LT Kim for landscaping berm plantings in the amount of \$164,990 was approved.

SIXTH ORDER OF BUSINESS

Consent Administration

Agenda

Items/Business

- A. Minutes of the December 21, 2023 Meeting**
- B. December 2023 Check Register**
- C. December 2023 Financial Statements**
- D. Dock & Lift Application Review**
 - 1. 5701 Tybee Island**
 - 2. 5702 Tybee Island**
 - 3. 5705 Tybee Island**
 - 4. 978 Signet**

Ms. Lansford presented the minutes of the December 21, 2023 meeting, December 2023 Check Registers and Financial Statements and dock and lift applications, which were included in the agenda package. Ms. Palmer clarified that the dock and lift application for 5702 Tybee Island was already approved and signed off by the Board, but after comments from the Tampa Port Authority (TPA), the drawing was revised. The dock and lift application for 5705 Tybee Island was not approved, based on the attorney's recommendations for a 5-foot dock and as a result, the drawings were revised for a 4-foot dock. The dock and lift at 5701 Tybee Island were being approved retroactively, as it was installed without a permit by the prior owner, which the TPA cited them for. Mr. Leventry asked if Ms. Lansford could sign the dock and lift applications instead of him, because the vendors wanted him to sign them when he was at work. Mr. Nargi offered to sign them if Mr. Leventry was not available. Ms. Lansford had no problem signing them, but only after the Board approved them; however, someone needed to notarize her signature. Ms. Ashley confirmed that she was a notary.

On MOTION by Mr. Leventry seconded by Mr. Rodriguez with all in favor the consent agenda items as stated above were approved.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Walters requested that bushes on the side of Bay Breeze and Manns Harbor be trimmed, as they were obstructing views and that a four-way stop sign on MiraBay Boulevard be installed as there was speeding. Ms. Neese-Wyssbrod was not in favor of a four-way stop sign and suggested having staff bring back some options. Mr. Walters received an email from Mr. Leventry's wife, suggesting flashing lights with the speed limit. Mr. Leventry recalled that there were two or three traffic studies and there was 97% compliance with speed. The bottom line was there was going to be speeding and proposed purchasing speed bumps for \$300 that bolt down to the road. Mr. Nargi pointed out that no one wanted a speed bump in front of their house, but speed signs cost \$25,000 and \$30,000. The only speeding was from one of two people that ruined it for everyone else. Mr. Walters noted that he almost was hit crossing the road in Landings Park, that he received a request for a community garden and asked if the path was installed in Admiral Point. Mr. Isley stated that he and Mr. Kim measured the area during the inspection last week and were going to install another 22 tons of shell in Landings Park, which

was getting bad again. Mr. Kim offered a good price, which was better than when they rented a tractor last year.

Mr. Walters pointed out that residents were expecting the Christmas decorations to be removed by January 15th; however, they were not obligated by the HOA to remove them, but in the spirit of cooperation, requested that they be removed and recalled that they spent \$36,000 for a hog trap and asked if any hogs were caught. Mr. Leventry confirmed that hogs were caught and preferred to spend \$3,600 for their own traps. Ms. Reiss advised that there was liability and did not want any Supervisor catching hogs. Mr. Walters preferred to spend the \$36,000 on something more useful and questioned whether the Board should give Ms. Reiss the authority to ask Lyvwell if they would be willing to sell the property that they were purchasing. Ms. Neese-Wyssbrod thanked Mr. Isley and Ms. Ashley for a smooth transition, appreciated their continued focus on utilizing what they had and for patrolling after hours. Mr. Leventry was adamantly against the CDD buying the Lyvwell property as it would cost them between \$3 million and \$5 million, they would lose all assessments in perpetuity for that property and they must pay for the maintenance. However, if it was available in 2033, when two of the bonds go away and they had excess funds, he may be in favor of it. The Christmas lights were supposed to be down, but the vendor did not do so; however, they did not need to turn them on any more. Ms. Ashley pointed out that the guardhouse was on, but the other ones would be unplugged. Mr. Leventry received multiple positive comments about Mr. Isley's Facebook posts and requested that he keep it up. He was proud of what the Board was doing and where the District was headed; however, he voiced concern that residents believed that there would not be an assessment increase this year, as that was not the case. They were not overspending, but by the end of this year, there would be 25 new folios that would require maintenance. Regarding Marisol Pointe, if Park Square turned it over without a gate, the District did not have \$250,000 to build a gate and preferred that Park Square install it and figure out the legal side.

EIGHTH ORDER OF BUSINESS

General Audience Comments

Residents were asked to state their name and limit their comments to three minutes.

- Mr. John Walbrick voiced concern about Envera and some of the cameras, as it did not catch kids lighting fireworks in Landings Park.

- Mr. Bill Wicker thanked the Board for supporting the gate issue in Marisol Pointe. He was a retired Police Chief and was familiar with gates, fences, cameras and LPRs. Park Square promised that the community would be gated and it should be gated like other parts of MiraBay. With the help of this Board, Park Square could be pushed to do it. There were no parks in Marisol Pointe, but it should be like all of the other communities.
- A Resident thanked the Board for supporting the gate issue as it was impacting the entire community, not just Marisol Pointe. When Hillsborough County reported crime, it included all of MiraBay and were affecting property values. This week, there was an incident where people were fishing off of the seawall, but the Hillsborough County Sheriff's Department could not trespass anyone because there was no signage indicating that it was private property or CDD property. *Mr. Leventry recalled that there were signs stating that it was private property, but the CDD did not own it. Ms. Neese-Wyssbrod indicated that there were blue and white signs with the State Statute at the entrances, which she showed to the Sheriff's Office when they were called out for an abandoned car on her street and suggested posting them in Marisol Pointe.*

NINTH ORDER OF BUSINESS**Closed Security Session**

Mr. Leventry announced the start of the Closed Security Session at 8:15 p.m., which ended at 8:58 p.m.

TENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Leventry seconded by Ms. Neese-Wyssbrod with all in favor the meeting was adjourned at 8:59 p.m.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VI

Subsection B

Harbor Bay
Community Development District
Check Register Summary & ACH Debit Summary
January 1, 2024 through January 31, 2024

Fund	Date	Check #'s/Vendor	Amount
<u>Check Register</u>			
<i>General Fund- BankUnited</i>			
	01/05/24	5907-5920	\$ 88,240.57
	01/10/24	5921-5933	\$ 164,203.35
	01/19/24	5934-5945	\$ 195,142.05
	01/22/24	5946-5947	\$ 1,213.44
		Subtotal General Fund	<u>\$ 448,799.41</u>
<i>Mira Bay Fund- BankUnited</i>			
	01/05/24	5285-5289	\$ 4,729.19
	01/10/24	5290-5292	\$ 68,042.56
	01/19/24	5293-5299	\$ 6,157.27
		Subtotal Mira Bay Fund	<u>\$ 78,929.02</u>
<i>Evergreen Fund- BankUnited</i>			
	01/05/24	5099	\$ 280.00
	01/10/24	5100-5105	\$ 2,405.00
		Subtotal Evergreen Fund	<u>\$ 2,685.00</u>
Total Check Register			\$ 530,413.43

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
1/05/24	00185	12/22/23 12222023	202312 320-53900-46000	REIMBURSEMENT EXPENSE	*	3,828.26	
				ANCHOR COVE TOWNHOMES ASSOCIATION			3,828.26 005907
1/05/24	00186	12/21/23 4605	202312 330-57200-46100	TROUBLESHOOT & REPAIR	*	3,448.00	
		12/21/23 4605	202312 330-57200-46100	TROUBLESHOOT & REPAIR	V	3,448.00-	
				CHARTER ELECTRIC			.00 005908
1/05/24	00005	10/26/23 733750	202310 320-53800-34500	SECURITY	*	162.00	
		12/27/23 735954	202312 320-53800-34500	SECURITY	*	90.00	
				ENVERA			252.00 005909
1/05/24	00009	12/25/23 031720-5	202312 330-57200-41000	TELEPHONE & INTERNET	*	1,937.29	
				FRONTIER			1,937.29 005910
1/05/24	00006	12/18/23 6649461	202312 330-57200-45310	1 LB BLK	*	448.50	
		12/22/23 0000000	202312 330-57200-45310	1 LB BLK	*	246.57	
		12/22/23 6653079	202312 330-57200-45310	1 LB BLK	*	276.47	
				HAWKINS, INC.			971.54 005911
1/05/24	00137	12/25/23 12252023	202312 320-53900-47100	9/7-12/25	*	550.00	
				JENNIFER ASHLEY			550.00 005912
1/05/24	00187	9/30/23 09302023	202309 310-51300-31600	ONSITE MEETING	*	3,500.00	
				KORMEX CONSTRUCTION, LLC			3,500.00 005913
1/05/24	00033	12/28/23 23-4742	202312 310-51300-48000	NOTICE OF PROPOSAL	*	165.00	
				LA GACETA PUBLISHING, INC.			165.00 005914
1/05/24	00139	12/15/23 DEC06461	202312 320-53900-46208	MIRABAY BLVD	*	350.00	
		12/16/23 DEC06462	202312 320-53900-46205	IRRIGATION REPAIRS	*	2,634.15	
		12/22/23 DEC06464	202312 320-53900-46202	DISPOSAL OF VIBURNUM	*	300.00	

HBCD HARBOR BAY CDD SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
		12/22/23	DEC06465 202312 320-53900-46205	IRRIGATION REPAIRS	*	350.00	
		12/22/23	DEC06466 202312 320-53900-46205	IRRIGATION REPAIR	*	280.00	
		12/27/23	DEC06471 202312 320-53900-46202	LOADS OF VIBURNUM	*	300.00	
		12/29/23	DEC06472 202312 320-53900-46200	LANDSCAPE MAINT DEC23	*	41,166.66	
		12/29/23	DEC06473 202312 320-53900-46211	WATER USE REPORTING	*	500.00	
		12/29/23	DEC06474 202312 320-53900-46201	TURFGRASS MGMT DEC23	*	19,520.00	
		12/29/23	DEC06475 202312 320-53900-46205	IRRIGATION MANAGEMENT	*	4,833.33	
		12/29/23	DEC06478 202312 320-53900-46202	REMOVAL OF DEAD PALM	*	1,200.00	
		12/29/23	DEC06479 202312 320-53900-46202	REMOVAL OF DEAD PALMS	*	2,759.00	
				LEE TE KIM LAWN CARE & NURSERY			74,193.14 005915
1/05/24	00090	12/21/23	34519 202312 320-53900-47100	GATE MAINTENANCE	*	224.07	
				MAIN GATE ENTERPRISE			224.07 005916
1/05/24	00136	12/23/23	12232023 202312 320-53900-47100	9/6-12/23	*	550.00	
				MARK ISLEY			550.00 005917
1/05/24	00017	12/17/23	0696-001 202401 320-53100-43005	WASTE CONTAINER	*	892.40	
				REPUBLIC SERVICES #696			892.40 005918
1/05/24	00048	12/17/23	USA11230 202312 320-53900-47000	STREET SWEEPING	*	976.87	
				USA SERVICES OF FLORIDA, INC			976.87 005919
1/05/24	00104	1/01/24	46706 202401 310-51300-35100	COMMUNITYXS EMAIL	*	200.00	
				VENTURESIN.COM, INC.			200.00 005920
1/10/24	00074	1/05/24	24-00017 202401 310-51300-48000	NOTICE OF BOS MEETING	*	63.44	
				BUSINESS OBSERVER			63.44 005921
1/10/24	00005	1/02/24	736204 202401 300-15500-10000	SECURITY FEB24	*	18,194.72	
				ENVERA			18,194.72 005922
				HBCD HARBOR BAY CDD SHENNING			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
1/10/24	00040	1/08/24 27	202401 310-51300-34000		*	9,583.33	
			MANAGEMENT FEES JAN24				
		1/08/24 27	202401 310-51300-34010		*	4,312.50	
			MANAGEMENT FEES JAN24				
		1/08/24 27	202401 310-51300-35100		*	541.67	
			WEBSITE MAINT JAN24				
		1/08/24 27	202401 310-51300-31300		*	416.67	
			DISSEMINATION SVC JAN24				
		1/08/24 27	202401 310-51300-49000		*	48.33	
			VRC STORAGE				
				GMS-TAMPA, LLC			14,902.50 005923
1/10/24	00006	1/08/24 6660835	202401 330-57200-45310		*	433.34	
			1 LB BLK				
				HAWKINS, INC.			433.34 005924
1/10/24	00139	1/04/24 JAN06480	202401 320-53900-46208		*	3,000.00	
			REMOVAL OF DEAD PINEAPPLE				
				LEE TE KIM LAWN CARE & NURSERY			3,000.00 005925
1/10/24	00014	1/09/24 83175	202312 310-51300-31505		*	50.00	
			ATTORNEY FEES				
				PASKERT DIVERS THOMPSON			50.00 005926
1/10/24	00004	12/28/23 7890723	202312 330-57200-51300		*	609.27	
			PEST WASTE REMOVAL				
				POOP 911			609.27 005927
1/10/24	00151	9/01/23 2036710A	202309 320-53900-46200		*	21,307.10	
			MONTHLY MAINT SEPT23				
				RUSSELL LANDCAPE FLORIDA, LLC			21,307.10 005928
1/10/24	00020	1/01/24 PSI03851	202401 320-53900-45400		*	1,284.00	
			FOUNTAIN MAINT JAN24				
				SOLITUDE LAKE MANAGEMENT			1,284.00 005929
1/10/24	00021	1/10/24 00003248	202401 310-51300-48000		*	284.00	
			RULE DEVELOPMENT				
				TIMES PUBLISHING COMPANY			284.00 005930
1/10/24	00048	12/29/23 USA11234	202312 320-53900-47000		*	976.87	
			STREET SWEEPING				
				USA SERVICES OF FLORIDA, INC			976.87 005931
1/10/24	00034	11/30/23 415712	202311 320-57200-12000		*	40,076.63	
			GF ONSITE STAFFING				

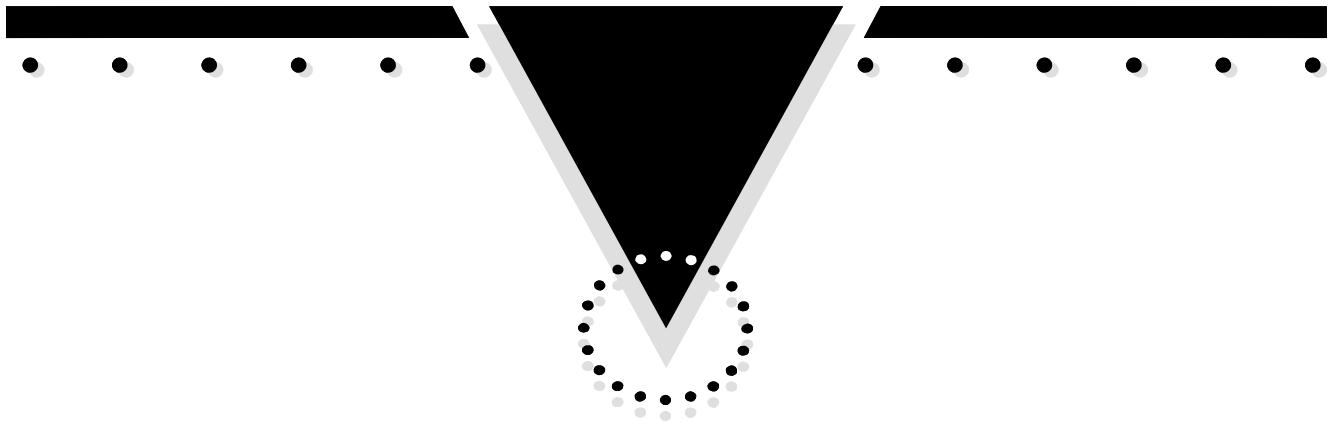
HBCD HARBOR BAY CDD SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
		11/30/23	415712 202311 330-57200-51200 GF JANITORIAL		*	6,189.46	
		11/30/23	415712 202311 330-57200-12100 GF POOL AMENITY LIFEGUARD		*	3,824.71	
		12/31/23	416357 202312 320-57200-12000 GF ONSITE STAFFING		*	40,076.63	
		12/31/23	416357 202312 330-57200-51200 GF JANITORIAL		*	6,189.46	
		12/31/23	416357 202312 330-57200-12100 GF POOL AMENITY		*	3,824.71	
				VESTA PROPERTY SERVICES, INC.			100,181.60 005932
1/10/24	00002	11/14/23	1616 202311 320-53900-46208 REMOVAL OF SMALL PALMS		*	2,916.51	
				YARD MASTER LLC			2,916.51 005933
1/19/24	00184	12/31/23	25061 202312 310-51300-31500 ATTORNEY FEES		*	17,154.81	
				APPLETON REISS, PLLC			17,154.81 005934
1/19/24	00077	1/05/24	01194046 202401 330-57200-45310 FOUR WHITE LED PENTAIR PO		*	993.00	
				FLA POOLS, INC			993.00 005935
1/19/24	00053	1/19/24	01192024 202401 300-20700-11000 FY24 ASSESSMENTS		*	156,843.47	
				HARBOR BAY CDD			156,843.47 005936
1/19/24	00006	12/07/23	44185036 202312 330-57200-45310 PEST CONTROL		*	675.24	
		1/15/24	6667248 202401 330-57200-45310 1 LB BLK		*	418.60	
		1/15/24	6667249 202401 330-57200-45310 1 LB BLK		*	119.60	
				HAWKINS, INC.			1,213.44 005937
1/22/24	00006	12/07/23	44185036 202401 330-57200-45310 PEST CONTROL		V	675.24-	
		1/15/24	6667248 202401 330-57200-45310 1 LB BLK		V	418.60-	
		1/15/24	6667249 202401 330-57200-45310 1 LB BLK		V	119.60-	
				HAWKINS, INC.			1,213.44-005937
1/19/24	00187	1/19/24	A002 202401 310-51300-31600 LANDSCAPE PROPOSALS		*	3,500.00	
				KORMEX CONSTRUCTION, LLC			3,500.00 005938
				HBCD HARBOR BAY CDD SHENNING			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
1/19/24	00139	1/11/24	JAN06481 202401 320-53900-46205	FRONT ENTRANCE	*	1,012.00	
		1/12/24	JAN06482 202401 320-53900-46208	REPLACED 15 GAL	*	300.00	
		1/17/24	JAN06484 202401 320-53900-46205	IRRIGATION REPAIR	*	1,300.00	
				LEE TE KIM LAWN CARE & NURSERY			2,612.00 005939
1/19/24	00130	1/17/24	12 202312 310-51300-31100	ENGINEERING FEES	*	11,465.00	
				LIGHTHOUSE ENGINEERING INC			11,465.00 005940
1/19/24	00090	1/12/24	34598 202401 320-53900-47100	GATE MAINT	*	475.89	
				MAIN GATE ENTERPRISE			475.89 005941
1/19/24	00122	1/17/24	129357 202401 330-57200-46003	MAINTENANCE	*	1,322.30	
				PELICAN AIRE			1,322.30 005942
1/19/24	00021	1/14/24	00003248 202401 310-51300-48000	RULE MAKING	*	664.00	
				TIMES PUBLISHING COMPANY			664.00 005943
1/19/24	00104	1/14/24	46735 202401 310-51300-35100	DOMAIN NAME REGISTRATION	*	29.99	
				VENTURESIN.COM, INC.			29.99 005944
1/19/24	00123	12/29/23	50280907 202312 330-57200-51000	PRINTER LEASE	*	81.59	
				WELLS FARGO VENDOR FINANCIAL SVC			81.59 005945
1/22/24	00006	1/15/24	6667248 202401 330-57200-45310	1 LB BLK	*	418.60	
		1/15/24	6667249 202401 330-57200-45310	1 LB BLK	*	119.60	
				HAWKINS, INC.			538.20 005946
1/22/24	00007	12/07/23	1744290 202312 330-57200-43510	PEST CONTROL	*	675.24	
				TERMINIX PROCESSING CENTER			675.24 005947
				TOTAL FOR BANK A		448,799.41	
				TOTAL FOR REGISTER		448,799.41	
				HBCD HARBOR BAY CDD SHENNING			

SECTION VI

Subsection C



Harbor Bay

Community Development District

Unaudited Financial Reporting
January 31, 2024



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Harbor Bay Community Development District

Balance Sheet
January 31, 2024

	<i>Governmental Fund Types</i>					<i>Total</i>
	<i>General Fund</i>	<i>Mira Bay Fund</i>	<i>Evergreen Fund</i>	<i>Capital Reserve</i>	<i>Debt Service</i>	<i>Governmental Funds</i>
<u><i>Assets</i></u>						
Cash	\$427,898	\$50,261	\$51,148	\$93,466	---	\$622,775
Due from Other Funds	\$9,556	\$16	---	\$167,098	---	\$176,670
Due from Other	---	\$240	---	---	---	\$240
Inventory:						
Outfitters	---	\$4,265	---	---	---	\$4,265
Café	---	\$5,078	---	---	---	\$5,078
Beverage	---	\$17,832	---	---	---	\$17,832
Supplies	---	\$3,195	---	---	---	\$3,195
Investments:						
FL FIT	\$3,247,504	---	\$190,036	\$1,769,672	---	\$5,207,212
<u><i>Series 2019A:</i></u>						
Reserve	---	---	---	---	\$934,015	\$934,015
Revenue	---	---	---	---	\$1,735,849	\$1,735,849
Prepayment A-1	---	---	---	---	\$40	\$40
Prepayment A-2 Area 1	---	---	---	---	\$482	\$482
Prepayment A-2 Area 2	---	---	---	---	\$1,701	\$1,701
Prepaid Expenses	\$139,213	\$5,721	---	---	---	\$144,934
Total Assets	\$3,824,171	\$86,609	\$241,184	\$2,030,237	\$2,672,088	\$8,854,289
<u><i>Liabilities</i></u>						
Accounts Payable	\$96,410	\$4,080	\$2,453	\$22,428	---	\$125,372
Accrued Expenses	\$72,784	\$34,149	---	---	---	\$106,932
Due to Other Funds	\$167,098	---	\$9,573	---	---	\$176,670
Sales Tax Payable	---	\$2,280	---	---	---	\$2,280
Deposits	---	\$100	---	---	---	\$100
<u><i>Fund Equity</i></u>						
Fund Balances						
Nonspendable- Prepaid	\$139,213	\$5,721	---	---	---	\$144,934
Nonspendable- Reserved	\$460,787	---	---	---	---	\$460,787
Restricted for Debt Service	---	---	---	---	\$2,672,088	\$2,672,088
Restricted for Capital Reserve	---	---	---	\$2,007,809	---	\$2,007,809
Unassigned	\$2,887,880	\$40,279	\$229,158	---	---	\$3,157,317
Total Liabilities, Fund Equity, Other	\$3,824,171	\$86,609	\$241,184	\$2,030,237	\$2,672,088	\$8,854,289

Harbor Bay
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 01/31/24	Actuals 01/31/24	Variance
Special Assessments- Tax Roll	\$ 4,309,483	\$ 3,935,342	\$ 3,935,342	\$ -
Interest Income	\$ 20,000	\$ 6,667	\$ 25,297	\$ 18,630
Miscellaneous Income	\$ 9,600	\$ 3,200	\$ 5,904	\$ 2,704
Total Revenue	\$ 4,339,083	\$ 3,945,209	\$ 3,966,543	\$ 21,334
Expenditures				
<u>Administrative</u>				
Supervisor Fees	\$ 13,000	\$ 4,333	\$ 4,600	\$ (267)
District Management	\$ 115,000	\$ 38,333	\$ 38,333	\$ 0
District Management-Billed at Hourly Rate	\$ -	\$ -	\$ 2,428	\$ (2,428)
District Engineer	\$ 115,000	\$ 38,333	\$ 29,655	\$ 8,678
Disclosure Report	\$ 5,000	\$ 1,667	\$ 1,767	\$ (100)
Trustee Fees	\$ 7,100	\$ 2,367	\$ 2,335	\$ 32
Financial & Revenue Collection	\$ 8,625	\$ 2,875	\$ 2,875	\$ -
Accounting Services	\$ 51,750	\$ 17,250	\$ 17,250	\$ -
Auditing Services	\$ 4,600	\$ 1,533	\$ -	\$ 1,533
Arbitrage Rebate Calculation	\$ 650	\$ 217	\$ -	\$ 217
Miscellaneous Mailings	\$ 2,000	\$ 667	\$ 203	\$ 464
Public Officials Liability Insurance	\$ 6,096	\$ 2,032	\$ 4,149	\$ (2,117)
Legal Advertising	\$ 12,000	\$ 4,000	\$ 3,588	\$ 412
Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -
Miscellaneous Fees	\$ 3,500	\$ 1,167	\$ 48	\$ 1,118
Property Taxes	\$ 4,500	\$ 1,500	\$ -	\$ 1,500
Website Hosting, Maintenance, & Backup	\$ 9,000	\$ 3,000	\$ 2,997	\$ 3
District Counsel	\$ 163,000	\$ 54,333	\$ 99,915	\$ (45,581)
District Counsel-Special Counsel	\$ 25,000	\$ 8,333	\$ 5,803	\$ 2,530
Administration Subtotal	\$ 545,996	\$ 182,115	\$ 216,120	\$ (34,005)
<u>Field Operations</u>				
Security Services				
Security Operations (Remote Security)	\$ 215,000	\$ 71,667	\$ 72,918	\$ (1,251)
Utility Services				
Street Lights	\$ 143,066	\$ 47,689	\$ 49,314	\$ (1,625)
Utility- Recreation Facilities	\$ 77,500	\$ 25,833	\$ 37,848	\$ (12,014)
Utility- Guardhouse & Gate Electric	\$ 3,000	\$ 1,000	\$ 1,321	\$ (321)
Utility- Irrigation	\$ 20,000	\$ 6,667	\$ 6,098	\$ 569
Utility- Gas Services	\$ 4,000	\$ 1,333	\$ 1,106	\$ 227
Garbage- Recreation Facility	\$ 10,200	\$ 3,400	\$ 3,575	\$ (175)
Water/Sewer- Amenities	\$ 35,000	\$ 11,667	\$ 11,144	\$ 523
Water/Sewer- Irrigation	\$ 14,000	\$ 4,667	\$ 5,363	\$ (697)
Stormwater Control				
Aquatic Maintenance	\$ 15,500	\$ 5,167	\$ 3,787	\$ 1,380
Fountain Maintenance	\$ 8,000	\$ 2,667	\$ 2,628	\$ 39
Mitigation Area Monitoring & Maintenance	\$ 10,000	\$ 3,333	\$ -	\$ 3,333

Harbor Bay
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 01/31/24	Actuals 01/31/24	Variance
Other Physical Environment				
General Liability & Property Insurance	\$ 149,912	\$ 49,971	\$ 50,633	\$ (663)
Flood Insurance	\$ 6,024	\$ 2,008	\$ 690	\$ 1,318
Miscellaneous Maintenance	\$ 5,000	\$ 1,667	\$ 6,813	\$ (5,146)
Landscape Maintenance-Russell (Turf Grass)	\$ 234,240	\$ 78,080	\$ 78,080	\$ -
Landscape Maintenance-LT Kim	\$ 469,000	\$ 156,333	\$ 156,333	\$ 0
Landscape Annuals-LT Kim	\$ 25,000	\$ 8,333	\$ 14,333	\$ (6,000)
Landscape Plant Installation-LT Kim	\$ 24,000	\$ 8,000	\$ 18,576	\$ (10,576)
Landscape Mulch-LT Kim	\$ 82,500	\$ 27,500	\$ -	\$ 27,500
Landscape Irrigation-LT Kim	\$ 60,000	\$ 20,000	\$ 27,757	\$ (7,757)
Irrigation Repairs & Maintenance	\$ 35,000	\$ 11,667	\$ -	\$ 11,667
Landscape Inspection-OLM	\$ 18,000	\$ 6,000	\$ -	\$ 6,000
Water Management Monitoring & Reporting	\$ 6,000	\$ 2,000	\$ 2,000	\$ -
Landscape Replacement- Plants, Shrubs, Trees	\$ 50,000	\$ 16,667	\$ -	\$ 16,667
Road & Street Facilities				
Street/Parking Lot Sweeping	\$ 15,000	\$ 5,000	\$ 5,835	\$ (835)
Maintenance (Asphalt & Gate)	\$ 15,000	\$ 5,000	\$ 3,354	\$ 1,646
Field Operations Subtotal	\$ 1,749,942	\$ 583,314	\$ 559,505	\$ 23,809
<u>Parks & Recreation</u>				
Onsite Staffing/Employment (Vesta Task 1A & B)	\$ 524,372	\$ 174,791	\$ 160,251	\$ 14,540
Maintenance Supplies	\$ 20,000	\$ 6,667	\$ 1,334	\$ 5,332
Repairs and Maintenance	\$ 50,000	\$ 16,667	\$ 11,265	\$ 5,402
Janitorial Services (Vesta Task 5)	\$ 68,506	\$ 22,835	\$ 28,493	\$ (5,658)
Service Truck Repairs & Maintenance (GEM)	\$ 2,500	\$ 833	\$ -	\$ 833
Pest Control	\$ 14,000	\$ 4,667	\$ 5,021	\$ (355)
Cleaning Supplies	\$ 10,000	\$ 3,333	\$ 337	\$ 2,996
Pool Operations & Maintenance	\$ 30,000	\$ 10,000	\$ 15,049	\$ (5,049)
Pool Amenity Lifeguards (Vesta Task 3)	\$ 88,307	\$ 29,436	\$ 14,116	\$ 15,319
Facility A/C & Heating Maintenance & Repair	\$ 7,000	\$ 2,333	\$ 2,677	\$ (344)
Sign Maintenance & Repair	\$ 3,000	\$ 1,000	\$ 1,883	\$ (883)
Printing Supplies	\$ 4,000	\$ 1,333	\$ -	\$ 1,333
Office Supplies	\$ 5,000	\$ 1,667	\$ 100	\$ 1,567
Playground Repairs	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Telephone/Internet- Gate, Boat Lift & Club	\$ 37,800	\$ 12,600	\$ 12,373	\$ 227
Boat Lift Sling Repairs & Maintenance	\$ 5,000	\$ 1,667	\$ 4,177	\$ (2,511)
Holiday Decorations	\$ 20,000	\$ 9,000	\$ 9,000	\$ -
Tennis Court Maintenance & Supplies	\$ 5,000	\$ 1,667	\$ 2,099	\$ (432)
Tennis Court Maintenance Personnel	\$ 44,961	\$ 14,987	\$ -	\$ 14,987
Basketball Court Maintenance & Supplies	\$ 4,000	\$ 1,333	\$ -	\$ 1,333
Elevator Maintenance	\$ 6,000	\$ 2,000	\$ 250	\$ 1,750
Dog Waste Station Supplies	\$ 9,800	\$ 3,267	\$ 2,144	\$ 1,123
Parks & Recreation Subtotal	\$ 974,246	\$ 327,082	\$ 270,570	\$ 56,512

Harbor Bay
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 01/31/24	Actuals 01/31/24	Variance
<u><i>Admiral Point Operations</i></u>				
Pool Operation & Maintenance	\$ 9,000	\$ 3,000	\$ 3,000	\$ -
Electric- Amenity Facilities	\$ 15,000	\$ 5,000	\$ 5,130	\$ (130)
Water/Sewer- Amenity Facility	\$ 5,000	\$ 1,667	\$ 1,068	\$ 599
Clubhouse Pest Control	\$ 840	\$ 280	\$ -	\$ 280
Travel	\$ 500	\$ 167	\$ -	\$ 167
Member & Guest Supplies	\$ 7,500	\$ 2,500	\$ -	\$ 2,500
Employee Recognition	\$ 500	\$ 167	\$ -	\$ 167
Computers Repair & Maintenance	\$ 2,000	\$ 667	\$ -	\$ 667
Dues, License, & Subscriptions	\$ 4,000	\$ 1,333	\$ 756	\$ 578
Furniture, Fixtures, & Equipment	\$ 5,000	\$ 1,667	\$ 459	\$ 1,208
Total Amenity Center	\$ 49,340	\$ 16,447	\$ 10,413	\$ 6,034
<u><i>Contingency & Capital Projects</i></u>				
Miscellaneous Contingency	\$ 100,000	\$ 33,333	\$ -	\$ 33,333
Contingency & Capital Projects Subtotal	\$ 100,000	\$ 33,333	\$ -	\$ 33,333
Total Expenditures	\$ 3,419,524	\$ 1,142,291	\$ 1,056,608	\$ 85,683
Operating Income (Loss)	\$ 919,559	\$ 2,802,917	\$ 2,909,935	\$ 107,018
<u><i>Other Sources/(Uses)</i></u>				
Interfund Transfer Out - Capital Reserve	\$ (730,000)	\$ -	\$ -	\$ -
Interfund Transfer Out - Capital Reserve ⁽¹⁾	\$ -	\$ -	\$ (167,098)	\$ (167,098)
Interfund Transfer In - Debt Service Fund ⁽¹⁾	\$ -	\$ -	\$ 167,098	\$ 167,098
Interfund Transfer Out - Mira Bay Fund	\$ (189,559)	\$ (63,186)	\$ (100,926)	\$ (37,739)
Total Other Sources/(Uses)	\$ (919,559)	\$ (63,186)	\$ (100,926)	\$ (37,739)
Excess Revenues/ (Expenditures)	\$ 0	\$ 2,809,009		
Beginning Fund Balance	\$ -	\$ 678,871		
Ending Fund Balance	\$ 0	\$ 3,487,880		

⁽¹⁾ Per Section 4.07(f) of the Fifth Supplemental Trust Indenture dated August 1, 2019, "...on or after each November 2, the trustee shall transfer to the District at the written direction of the District the balance on deposit in the Series 2019 Revenue Account on such November 2 to be used for any lawful District purpose..."

Harbor Bay
Community Development District
Month by Month- General Fund
For the Period Ending January 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues													
Special Assessments- Tax Roll	\$ -	\$ 568,920	\$ 3,005,313	\$ 361,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,935,342
Interest Income	\$ 2,454	\$ 1,075	\$ 6,315	\$ 15,452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,297
Miscellaneous Income	\$ 200	\$ 4,004	\$ 1,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,904
Total Revenue	\$ 2,654	\$ 573,999	\$ 3,013,328	\$ 376,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,966,543
Expenditures													
<u>Administrative</u>													
Supervisor Fees	\$ 1,800	\$ 1,000	\$ 800	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600
District Management	\$ 9,583	\$ 9,583	\$ 9,583	\$ 9,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,333
District Management-Billed at Hourly Rate	\$ 2,428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,428
District Engineer	\$ 18,190	\$ -	\$ 11,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,655
Disclosure Report	\$ 517	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,767
Trustee Fees	\$ 584	\$ 584	\$ 584	\$ 584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,335
Financial & Revenue Collection	\$ 719	\$ 719	\$ 719	\$ 719	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,875
Accounting Services	\$ 4,313	\$ 4,313	\$ 4,313	\$ 4,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,250
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Mailings	\$ 110	\$ 93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 203
Public Officials Liability Insurance	\$ 1,037	\$ 1,037	\$ 1,037	\$ 1,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,149
Legal Advertising	\$ 1,672	\$ 79	\$ 228	\$ 1,609	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,588
Dues, Licenses & Fees	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Miscellaneous Fees	\$ -	\$ -	\$ -	\$ 48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website Hosting, Maintenance, & Backup	\$ 742	\$ 742	\$ 742	\$ 772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,997
District Counsel	\$ 50,090	\$ 19,398	\$ 17,155	\$ 13,272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,915
District Counsel	\$ 1,498	\$ 755	\$ 50	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,803
Administration Subtotal	\$ 93,455	\$ 38,719	\$ 47,092	\$ 36,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,120

Harbor Bay
Community Development District
Month by Month- General Fund
For the Period Ending January 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Field Operations</u>													
Security Services													
Security Operations (Remote Security)	\$ 18,069	\$ 18,250	\$ 18,378	\$ 18,222	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,918
Utility Services													
Street Lights	\$ 11,953	\$ 11,953	\$ 12,657	\$ 12,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,314
Utility- Recreation Facilities	\$ 9,626	\$ 9,614	\$ 8,733	\$ 9,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,848
Utility- Guardhouse & Gate Electric	\$ 344	\$ 326	\$ 303	\$ 348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,321
Utility- Irrigation	\$ 1,818	\$ 1,363	\$ 1,296	\$ 1,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,098
Utility- Gas Services	\$ 248	\$ 217	\$ 328	\$ 314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,106
Garbage- Recreation Facility	\$ 785	\$ 904	\$ 994	\$ 892	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,575
Water/Sewer- Amenities	\$ 2,606	\$ 1,845	\$ 1,934	\$ 4,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,144
Water/Sewer- Irrigation	\$ 2,364	\$ 1,244	\$ 1,357	\$ 398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,363
Stormwater Control													
Aquatic Maintenance	\$ 1,255	\$ 1,277	\$ 1,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,787
Fountain Maintenance	\$ -	\$ 1,284	\$ 60	\$ 1,284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,628
Mitigation Area Monitoring & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Physical Environment													
General Liability & Property Insurance	\$ 12,658	\$ 12,658	\$ 12,658	\$ 12,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,633
Flood Insurance	\$ 172	\$ 172	\$ 172	\$ 172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 690
Miscellaneous Maintenance	\$ -	\$ -	\$ 6,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,813
Landscape Maintenance-Russell (Turf Grass)	\$ 19,520	\$ 19,520	\$ 19,520	\$ 19,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,080
Landscape Maintenance-LT Kim	\$ 39,083	\$ 39,083	\$ 39,083	\$ 39,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,333
Landscape Annuals-LT Kim	\$ 2,083	\$ 8,083	\$ 2,083	\$ 2,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,333
Landscape Plant Installation-LT Kim	\$ -	\$ 2,400	\$ 7,826	\$ 8,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,576
Landscape Mulch-LT Kim	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Irrigation-LT Kim	\$ 4,833	\$ 5,083	\$ 10,695	\$ 7,145	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,757
Irrigation Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Inspection-OLM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Management Monitoring & Reporting	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Landscape Replacement- Plants, Shrubs, Trees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road & Street Facilities													
Street/Parking Lot Sweeping	\$ 965	\$ 1,962	\$ 1,954	\$ 954	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,835
Maintenance (Asphalt & Gate)	\$ 1,427	\$ 127	\$ 1,324	\$ 476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,354
Field Operations Subtotal	\$ 130,310	\$ 137,867	\$ 149,924	\$ 141,405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 559,505

Harbor Bay
Community Development District
Month by Month - General Fund
For the Period Ending January 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Parks & Recreation</u>													
Onsite Staffing/Employment (Vesta Task 1A & B)	\$ 40,021	\$ 40,077	\$ 40,077	\$ 40,077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,251
Maintenance Supplies	\$ 438	\$ -	\$ -	\$ 897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,334
Repairs and Maintenance	\$ 393	\$ 6,123	\$ 3,668	\$ 1,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,265
Janitorial Services (Vesta Task 5)	\$ 8,725	\$ 7,250	\$ 6,189	\$ 6,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,493
Service Truck Repairs & Maintenance (GEM)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ 671	\$ 3,675	\$ -	\$ 675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,021
Cleaning Supplies	\$ 337	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 337
Pool Operations & Maintenance	\$ 6,173	\$ 4,498	\$ 2,091	\$ 2,287	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,049
Pool Amenity Lifeguards (Vesta Task 3)	\$ 2,642	\$ 3,825	\$ 3,825	\$ 3,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,116
Facility A/C & Heating Maintenance & Repair	\$ -	\$ -	\$ -	\$ 2,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,677
Sign Maintenance & Repair	\$ 1,167	\$ 24	\$ 43	\$ 649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,883
Printing Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ 18	\$ 82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
Playground Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone/Internet- Gate, Boat Lift & Club	\$ 3,121	\$ 3,135	\$ 3,173	\$ 2,945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,373
Boat Lift Sling Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 4,177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,177
Holiday Decorations	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
Tennis Court Maintenance & Supplies	\$ 1,144	\$ 955	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,099
Tennis Court Maintenance Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basketball Court Maintenance & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elevator Maintenance	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Dog Waste Station Supplies	\$ 609	\$ 609	\$ 609	\$ 316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,144
Parks & Recreation Subtotal	\$ 65,441	\$ 79,170	\$ 59,943	\$ 66,016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,570

Harbor Bay
Community Development District
Month by Month - General Fund
For the Period Ending January 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Admiral Point Operations</u>													
Pool Operation & Maintenance	\$ 750	\$ 750	\$ 750	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Electric- Amenity Facilities	\$ 1,220	\$ 1,175	\$ 1,263	\$ 1,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,130
Water/Sewer- Amenity Facility	\$ 219	\$ 159	\$ 452	\$ 237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,068
Clubhouse Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Member & Guest Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Recognition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computers Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, License, & Subscriptions	\$ -	\$ 138	\$ -	\$ 618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 756
Furniture, Fixtures, & Equipment	\$ -	\$ -	\$ 405	\$ 54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 459
Admiral Point Subtotal	\$ 2,189	\$ 2,223	\$ 2,870	\$ 3,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,413
<u>Contingency & Capital Projects</u>													
Miscellaneous Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency & Capital Projects Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 291,395	\$ 257,979	\$ 259,829	\$ 247,405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,056,608
Operating Income (Loss)	\$ (288,741)	\$ 316,021	\$ 2,753,499	\$ 129,157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,909,935
<u>Other Sources/(Uses)</u>													
Interfund Transfer Out- Capital Reserve	\$ -	\$ -	\$ -	\$ (167,098)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (167,098)
Interfund Transfer In- Debt Service Fund	\$ -	\$ -	\$ -	\$ 167,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,098
Interfund Transfer Out- Mira Bay Fund	\$ (15,797)	\$ (15,797)	\$ (15,797)	\$ (53,536)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,926)
Total Other Sources/(Uses)	\$ (15,797)	\$ (15,797)	\$ (15,797)	\$ (53,536)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,926)
Excess Revenues/ (Expenditures)	\$ (304,538)	\$ 300,224	\$ 2,737,702	\$ 75,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,809,009

Harbor Bay
Community Development District
Mira Bay Fund
Statement of Revenues & Expenditures
For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 1/31/24	Actuals 1/31/24	Variance
Revenue				
Personal Training	\$ 35,000	\$ 11,667	\$ 8,952	\$ (2,715)
Group Exercise	\$ 30,000	\$ 10,000	\$ 2,658	\$ (7,342)
Tennis Lessons	\$ 62,500	\$ 20,833	\$ 9,404	\$ (11,429)
Swim Lessons	\$ 1,500	\$ 500	\$ -	\$ (500)
Facility Rental	\$ 35,000	\$ 11,667	\$ 11,188	\$ (479)
Merchandise Sales	\$ 2,000	\$ 667	\$ 129	\$ (538)
Programs	\$ 15,000	\$ 5,000	\$ 27,685	\$ 22,685
Youth Programming	\$ 108,000	\$ 36,000	\$ -	\$ (36,000)
Food Sales	\$ 124,000	\$ 41,333	\$ 21,087	\$ (20,246)
Beverage Sales	\$ 15,000	\$ 5,000	\$ 2,428	\$ (2,572)
Beer Sales	\$ 45,000	\$ 15,000	\$ 8,334	\$ (6,666)
Liquor Sales	\$ 55,000	\$ 18,333	\$ 11,957	\$ (6,376)
Wine Sales	\$ 21,000	\$ 7,000	\$ 4,930	\$ (2,070)
Miscellaneous Income	\$ -	\$ -	\$ 82	\$ 82
Total Revenue	\$ 549,000	\$ 183,000	\$ 108,835	\$ (74,165)
Expenditures				
<u><i>Payroll & Related Expenses (Non-Commission)</i></u>				
Amenities Management (Vesta Task 1B)	\$ 94,604	\$ 31,535	\$ 47,687	\$ (16,152)
Youth Programs Staff	\$ 108,804	\$ 36,268	\$ 36,268	\$ -
Food & Beverage Operations (Vesta Task 4)	\$ 99,190	\$ 33,063	\$ 32,455	\$ 608
Payroll & Related Exp (Non-Commission) Subtotal	\$ 302,597	\$ 100,866	\$ 116,410	\$ (15,544)
<u><i>Payroll & Related Expenses (Commission)</i></u>				
Personal Training Commissions (Cost Share)	\$ 26,000	\$ 8,667	\$ 6,309	\$ 2,358
Tennis Commissions (Cost Share)	\$ 43,750	\$ 14,583	\$ 7,148	\$ 7,436
Aquatic Commissions (Cost Share)	\$ 2,000	\$ 667	\$ -	\$ 667
Payroll & Related Exp (Commission) Subtotal	\$ 71,750	\$ 23,917	\$ 13,457	\$ 10,460
<u><i>Program & Amenity Center Café</i></u>				
Credit Card Processing Fee	\$ 19,000	\$ 6,333	\$ 4,604	\$ 1,730
Cleaning Supplies	\$ 13,000	\$ 4,333	\$ 5,393	\$ (1,059)
Daily Operating Software	\$ 3,000	\$ 1,000	\$ 380	\$ 620
General Liability Insurance	\$ 18,985	\$ 6,328	\$ 2,861	\$ 3,468
Laundry, Towels, Linens	\$ 6,900	\$ 2,300	\$ 2,231	\$ 69
Marketing & Promotions	\$ 2,000	\$ 667	\$ 43	\$ 624
Postage & Shipping	\$ 300	\$ 100	\$ 107	\$ (7)
Miscellaneous	\$ 3,500	\$ 1,167	\$ 856	\$ 310
Operating Supplies	\$ 38,000	\$ 12,667	\$ 20,612	\$ (7,945)
Amenities Office Supplies	\$ 1,500	\$ 500	\$ 922	\$ (422)
Program Supplies	\$ 90,000	\$ 30,000	\$ 21,746	\$ 8,254
Youth Programs	\$ 20,000	\$ 6,667	\$ 827	\$ 5,840
Furniture, Fixtures, & Equipment	\$ 13,000	\$ 4,333	\$ 2,868	\$ 1,465
Equipment Maintenance & Repair	\$ 5,000	\$ 1,667	\$ 5,110	\$ (3,444)
Fitness Repairs & Maintenance	\$ 4,000	\$ 1,333	\$ 8,745	\$ (7,411)
Program & Amenity Center Café Subtotal	\$ 238,185	\$ 79,395	\$ 77,305	\$ 2,090

Harbor Bay
Community Development District
Mira Bay Fund
Statement of Revenues & Expenditures
For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 1/31/24	Actuals 1/31/24	Variance
<u><i>Cost of Goods Sold</i></u>				
COGS- Merchandise Sales	\$ 2,000	\$ 667	\$ -	\$ 667
COGS- Food	\$ 74,326	\$ 24,775	\$ 19,895	\$ 4,881
COGS- Beverage	\$ 6,249	\$ 2,083	\$ 1,824	\$ 259
COGS- Beer	\$ 18,000	\$ 6,000	\$ 3,944	\$ 2,056
COGS- Liquor	\$ 14,850	\$ 4,950	\$ 1,447	\$ 3,503
COGS- Wine	\$ 14,952	\$ 4,984	\$ -	\$ 4,984
Cost of Goods Sold Subtotal	\$ 130,377	\$ 43,459	\$ 27,109	\$ 16,350
Total Expenditures	\$ 742,909	\$ 247,636	\$ 234,281	\$ 13,356
Operating Income (Loss)	\$ (193,909)	\$ (64,636)	\$ (125,446)	\$ (60,809)
<u><i>Other Sources/(Uses)</i></u>				
Proximity Card Replacements	\$ 4,000	\$ 1,333	\$ 3,151	\$ (1,818)
Interest Income	\$ 350	\$ 117	\$ 22	\$ 94
Interfund Transfer In- General Fund	\$ 189,559	\$ 63,186	\$ 100,926	\$ 37,739
Total Other Sources/(Uses)	\$ 193,909	\$ 64,636	\$ 104,099	\$ 36,016
Excess Revenues/ (Expenditures)	\$ -	\$ -	\$ (21,347)	
Beginning Fund Balance	\$ -	\$ -	\$ 67,347	
Ending Fund Balance	\$ -	\$ -	\$ 46,000	

Harbor Bay
Community Development District
Month by Month- Mira Bay Fund
For the Period Ending January 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenue													
Personal Training	\$ 3,127	\$ 1,165	\$ 2,682	\$ 1,978	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,952
Group Exercise	\$ 540	\$ 688	\$ 425	\$ 1,006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,658
Tennis Lessons	\$ 2,688	\$ 2,531	\$ 2,165	\$ 2,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,404
Swim Lessons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Rental	\$ 3,148	\$ 2,486	\$ 1,586	\$ 3,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,188
Merchandise Sales	\$ 37	\$ 92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129
Programs	\$ 10,290	\$ 5,585	\$ 4,815	\$ 6,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,685
Youth Programming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Sales	\$ 4,815	\$ 5,753	\$ 5,235	\$ 5,284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,087
Beverage Sales	\$ 662	\$ 750	\$ 451	\$ 566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,428
Beer Sales	\$ 2,560	\$ 1,520	\$ 2,494	\$ 1,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,334
Liquor Sales	\$ 2,111	\$ 1,475	\$ 3,572	\$ 4,799	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,957
Wine Sales	\$ 1,545	\$ 1,030	\$ 1,564	\$ 791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,930
Miscellaneous Income	\$ 30	\$ 26	\$ 26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82
Total Revenue	\$ 31,553	\$ 23,101	\$ 25,014	\$ 29,166	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,835
Expenditures													
<u><i>Payroll & Related Expenses (Non-Commission)</i></u>													
Amenities Management (Vesta Task 1B)	\$ 9,441	\$ 10,249	\$ 13,999	\$ 13,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,687
Youth Programs Staff	\$ 9,067	\$ 9,067	\$ 9,067	\$ 9,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,268
Food & Beverage Operations (Vesta Task 4)	\$ 8,689	\$ 9,205	\$ 8,006	\$ 6,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,455
Payroll & Related Exp (Non-Commission) Subtotal	\$ 27,197	\$ 28,520	\$ 31,072	\$ 29,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,410
<u><i>Payroll & Related Expenses (Commission)</i></u>													
Personal Training Commissions	\$ 2,226	\$ 1,361	\$ 1,361	\$ 1,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,309
Tennis Commissions	\$ 1,833	\$ 1,772	\$ 1,772	\$ 1,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,148
Aquatic Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll & Related Exp (Commission) Subtotal	\$ 4,058	\$ 3,133	\$ 3,133	\$ 3,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,457

Harbor Bay
Community Development District
Month by Month- Mira Bay Fund
For the Period Ending January 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Program & Amenity Center Café</u>													
Credit Card Processing Fee	\$ 1,305	\$ 1,003	\$ 1,065	\$ 1,231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,604
Cleaning Supplies	\$ 710	\$ 585	\$ 691	\$ 3,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,393
Daily Operating Software	\$ 40	\$ 260	\$ 40	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380
General Liability Insurance	\$ 715	\$ 715	\$ 715	\$ 715	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,861
Laundry, Towels, Linens	\$ 486	\$ 611	\$ 486	\$ 647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,231
Marketing & Promotions	\$ 43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43
Postage & Shipping	\$ -	\$ -	\$ 107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107
Miscellaneous	\$ 702	\$ 101	\$ 26	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 856
Operating Supplies	\$ 6,399	\$ 2,816	\$ 6,517	\$ 4,881	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,612
Amenities Office Supplies	\$ 372	\$ 118	\$ 35	\$ 397	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 922
Program Supplies	\$ 12,673	\$ 2,161	\$ 3,582	\$ 3,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,746
Youth Programs	\$ 293	\$ 70	\$ 329	\$ 135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 827
Furniture, Fixtures, & Equipment	\$ -	\$ 160	\$ 2,479	\$ 229	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,868
Equipment Maintenance & Repair	\$ 44	\$ 1,937	\$ 645	\$ 2,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,110
Fitness Repairs & Maintenance	\$ 251	\$ 5,270	\$ 2,654	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,745
Program & Amenity Center Café Subtotal	\$ 24,035	\$ 15,808	\$ 19,370	\$ 18,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,305
<u>Cost of Goods Sold</u>													
COGS- Merchandise Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COGS- Food	\$ 5,660	\$ 2,685	\$ 6,488	\$ 5,062	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,895
COGS- Beverage	\$ 329	\$ 580	\$ 169	\$ 746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,824
COGS- Beer	\$ 862	\$ 2,249	\$ 832	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,944
COGS- Liquor	\$ 500	\$ 1,828	\$ (484)	\$ (397)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,447
COGS- Wine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of Goods Sold	\$ 7,351	\$ 7,342	\$ 7,005	\$ 5,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,109
Total Expenditures	\$ 62,640	\$ 54,802	\$ 60,580	\$ 56,258	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234,281
Operating Income (Loss)	\$ (31,087)	\$ (31,701)	\$ (35,566)	\$ (27,092)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (125,446)
<u>Other Sources/(Uses)</u>													
Proximity Card Replacements	\$ 615	\$ 840	\$ 856	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,151
Interest Income	\$ 6	\$ 6	\$ 5	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22
Interfund Transfer In- General Fund	\$ 15,797	\$ 15,797	\$ 15,797	\$ 53,536	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,926
Total Other Sources/(Uses)	\$ 16,418	\$ 16,643	\$ 16,658	\$ 54,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,099
Excess Revenues/ (Expenditures)	\$ (14,669)	\$ (15,059)	\$ (18,908)	\$ 27,289	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (21,347)

Harbor Bay

Community Development District

Evergreen Fund
Statement of Revenues & Expenditures
For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 1/31/24	Actual 1/31/24	Variance
Revenues				
Interest Income	\$ 300	\$ 100	\$ 3,528	\$ 3,428
Boat Registrations	\$ 9,000	\$ 3,000	\$ 75	\$ (2,925)
Boat Renewals	\$ 14,000	\$ 4,667	\$ -	\$ (4,667)
Resident Fines	\$ 250	\$ 83	\$ -	\$ (83)
Total Revenues	\$ 23,550	\$ 7,850	\$ 3,603	\$ (4,247)
Expenditures				
<u>Field Operations</u>				
Capital Outlay-Boat	\$ -	\$ -	\$ -	\$ -
Harbor Patrol	\$ 30,000	\$ 10,000	\$ 9,188	\$ 812
Canal Inspections	\$ 1,200	\$ 400	\$ -	\$ 400
Navigational Post & Sign Repairs	\$ 5,000	\$ 1,667	\$ 10,478	\$ (8,811)
Total Expenditures	\$ 36,200	\$ 12,067	\$ 19,666	\$ (7,599)
Excess Revenues/(Expenditures)	\$ (12,650)		\$ (16,063)	
Beginning Fund Balance	\$ 250,246		\$ 245,221	
Ending Fund Balance	\$ 237,596		\$ 229,158	

Harbor Bay
Community Development District
Month by Month- Evergreen Fund
For the Period Ending January 31, 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues													
Interest Income	\$ 879	\$ 863	\$ 895	\$ 891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,528
Boat Registrations	\$ -	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75
Boat Renewals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Resident Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 879	\$ 863	\$ 970	\$ 891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,603
Field Operations													
Boat	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Harbor Patrol	\$ 2,135	\$ 2,440	\$ 2,173	\$ 2,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,188
Canal Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Navigational Post & Sign Repairs	\$ -	\$ 8,887	\$ 1,291	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,478
Total Expenditures	\$ 2,135	\$ 11,327	\$ 3,464	\$ 2,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,666
Excess Revenues/ (Expenditures)	\$ (1,256)	\$ (10,464)	\$ (2,494)	\$ (1,849)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16,063)

Harbor Bay

Community Development District

Capital Reserve Fund Statement of Revenues & Expenditures For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 1/31/24	Actual 1/31/24	Variance
<u>Revenues</u>				
Interfund Transfer In- General Fund	\$ 730,000	\$ 243,333	\$ -	\$ (243,333)
Interfund Transfer In ⁽¹⁾	\$ -	\$ -	\$ 167,098	\$ 167,098
Interest Income	\$ 30,115	\$ 10,038	\$ 33,914	\$ 23,875
Total Revenues	\$ 760,115	\$ 253,372	\$ 201,012	\$ (52,360)
<u>Expenditures</u>				
Boat Lift Repair	\$ 40,000	\$ 13,333	\$ -	\$ 13,333
Computer Equipment	\$ 10,350	\$ 3,450	\$ -	\$ 3,450
Asphalt Paving	\$ 288,822	\$ 96,274	\$ -	\$ 96,274
Curbs and Gutters	\$ 29,144	\$ 9,715	\$ 23,408	\$ (13,693)
Pavers Cleaned and Sealed	\$ 31,202	\$ 7,371	\$ 7,371	\$ -
Signage Monuments	\$ 40,000	\$ 13,333	\$ -	\$ 13,333
Doors, Clubhouse Maintenance	\$ 30,000	\$ 10,000	\$ -	\$ 10,000
Split Systems, Main Clubhouse, Phased	\$ 20,000	\$ 6,667	\$ -	\$ 6,667
Waterslide	\$ 25,000	\$ 8,333	\$ -	\$ 8,333
Pond Erosion Control	\$ 120,000	\$ 40,000	\$ 16,360	\$ 23,640
Landscape	\$ -	\$ -	\$ 30,120	\$ (30,120)
Total Expenditures	\$ 634,518	\$ 208,476	\$ 77,258	\$ 131,218
Excess Revenues/(Expenditures)	\$ 125,597		\$ 123,754	
Beginning Fund Balance	\$ 1,597,917		\$ 1,884,055	
Ending Fund Balance	\$ 1,723,514		\$ 2,007,809	

⁽¹⁾ Per Section 4.07(f) of the Fifth Supplemental Trust Indenture dated August 1, 2019, "...on or after each November 2, the trustee shall transfer to the District at the written direction of the District the balance on deposit in the Series 2019 Revenue Account on such November 2 to be used for any lawful District purpose..."

Harbor Bay Community Development District

Capital Reserve Fund

Capital Outlay Check Register Detail

For the Period Ending January 31, 2024

Date	Vendor	Detail	Amount
10/16/23	Accurate Drilling Solutions	Pump and Motor Maintenance	\$ 9,660.00
10/31/23	Steve Simmons Concrete	Remove/Replace Sidewalk	\$ 2,300.00
10/31/23	Steve Simmons Concrete	Remove/Replace Sidewalk	\$ 2,500.00
11/10/23	Steve Simmons Concrete	Remove/Replace Sidewalk	\$ 550.00
11/10/23	Accurate Drilling Solutions	Mira Bay Well 2	\$ 3,350.00
11/10/23	Accurate Drilling Solutions	Mira Bay Well 3	\$ 3,350.00
12/08/23	Lee Te Kim Lawn Care	Landscape Replacement	\$ 15,120.00
12/19/23	Steve Simmons Concrete	Remove/Replace Sidewalk	\$ 18,000.00
2/2/24	Steve Simmons Concrete	Remove/Replace Sidewalk	\$ 5,750.00
2/2/24	Lee Te Kim Lawn Care	Turf Repair	\$ 15,000.00
2/2/24	Paver Seal Tampa	Clean/Seal Pavers	\$ 7,370.50
Total			\$ 82,950.50

Harbor Bay

Community Development District

Debt Service Fund Series 2019A
Statement of Revenues & Expenditures
For the Period Ending January 31, 2024

	Adopted Budget	Prorated Budget 1/31/24	Actual 1/31/24	Variance
Revenues				
Special Assessments- Series 2019A-1	\$ 1,028,590	\$ 935,651	\$ 935,651	\$ -
Special Assessments- Series 2019A-2 (Area 1)	\$ 199,177	\$ 181,885	\$ 181,885	\$ -
Special Assessments- Series 2019A-2 (Area 2)	\$ 648,741	\$ 591,731	\$ 591,731	\$ -
Interest Income	\$ -	\$ -	\$ 17,885	\$ 17,885
Total Revenues	\$ 1,876,508	\$ 1,709,267	\$ 1,727,152	\$ 17,885
Expenditures				
Interfund Transfer Out ⁽¹⁾	\$ -	\$ -	\$ 167,098	\$ (167,098)
Series 2019A-1				
Interest Expense 11/1	\$ 312,691	\$ 312,691	\$ 312,691	\$ -
Principal Expense 5/1	\$ 385,000	\$ -	\$ -	\$ -
Interest Expense 5/1	\$ 312,691	\$ -	\$ -	\$ -
Special Call 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Series 2019A-2 (Area 1)				
Interest Expense 11/1	\$ 28,798	\$ 28,798	\$ 28,798	\$ -
Principal Expense 5/1	\$ 145,000	\$ -	\$ -	\$ -
Interest Expense 5/1	\$ 28,798	\$ -	\$ -	\$ -
Special Call 11/1	\$ -	\$ -	\$ -	\$ -
Series 2019A-2 (Area 2)				
Interest Expense 11/1	\$ 102,320	\$ 102,320	\$ 102,320	\$ -
Principal Expense 5/1	\$ 445,000	\$ -	\$ -	\$ -
Interest Expense 5/1	\$ 102,320	\$ -	\$ -	\$ -
Special Call 11/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,862,618	\$ 443,809	\$ 615,907	\$ (172,098)
Excess Revenues/(Expenditures)	\$ 13,891		\$ 1,111,245	
Beginning Fund Balance	\$ 598,219		\$ 1,560,842	
Ending Fund Balance	\$ 612,110		\$ 2,672,088	

⁽¹⁾ Per Section 4.07(f) of the Fifth Supplemental Trust Indenture dated August 1, 2019, "...on or after each November 2, the trustee shall transfer to the District at the written direction of the District the balance on deposit in the Series 2019 Revenue Account on such November 2 to be used for any lawful District purpose..."

Harbor Bay
Community Development District
Long Term Debt Report
FY 2024

Series 2019A-1 Capital Improvement Revenue Bond	
Interest Rate:	3.1-4.1%
Maturity Date:	5/1/48
Optional Redemption Date:	5/1/29
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$514,639
Reserve Fund Balance:	\$516,212
Revenue Account - Excess Funds - Section 4.07(f) ⁽¹⁾	\$160,625
Bonds Outstanding- 9/30/23	\$16,100,000
Less: November 1, 2023 (Special Call)	(\$5,000)
Less: May 1, 2024 (Mandatory)	\$0
Current Bonds Outstanding	\$16,095,000

Series 2019A-2 (Area 1) Capital Improvement Revenue Bond	
Interest Rate:	3.1-3.7%
Maturity Date:	5/1/33
Optional Redemption Date:	5/1/29
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$100,365
Reserve Fund Balance:	\$100,365
Bonds Outstanding- 9/30/23	\$1,665,000
Less: May 1, 2024 (Mandatory)	\$0
Current Bonds Outstanding	\$1,665,000

Series 2019A-2 (Area 2) Capital Improvement Revenue Bond	
Interest Rate:	3.1-3.75%
Maturity Date:	5/1/34
Optional Redemption Date:	5/1/29
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$323,693
Reserve Fund Balance:	\$323,693
Bonds Outstanding- 9/30/23	\$5,830,000
Less: May 1, 2024 (Mandatory)	\$0
Current Bonds Outstanding	\$5,830,000

Total Current Bonds Outstanding	\$23,590,000
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⁽¹⁾ Per Section 4.07(f) of the Fifth Supplemental Trust Indenture dated August 1, 2019, "...on or after each November 2, the trustee shall transfer to the District at the written direction of the District the balance on deposit in the Series 2019 Revenue Account on such November 2 to be used for any lawful District purpose..."

HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
FY 2024

Gross Assessments	\$ 4,584,559.77	\$ 1,090,006.97	\$ 211,890.78	\$ 689,349.31	\$ 6,575,806.83
Net Assessments	\$ 4,309,486.18	\$ 1,024,606.55	\$ 199,177.33	\$ 647,988.35	\$ 6,181,258.42

	69.72%	16.58%	3.22%	10.48%	100.00%
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<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019A-1 Debit Service</i>	<i>2019A-2 (A1) Debt Service</i>	<i>2019A-2 (A2) Debt Service</i>	<i>Total</i>
11/07/23	10/01/23-10/31/23	\$ 75,253.62	\$ 1,431.45	\$ 3,681.25	\$ 70,140.92	\$ 48,901.26	\$ 11,626.57	\$ 2,260.14	\$ 7,352.95	\$ 70,140.92
11/16/23	11/01/23-11/10/23	\$ 395,255.66	\$ 7,588.91	\$ 15,810.22	\$ 371,856.53	\$ 259,253.13	\$ 61,639.01	\$ 11,982.25	\$ 38,982.14	\$ 371,856.53
11/21/23	11/11/23-11/18/23	\$ 397,561.13	\$ 7,633.17	\$ 15,902.43	\$ 374,025.53	\$ 260,765.32	\$ 61,998.54	\$ 12,052.14	\$ 39,209.52	\$ 374,025.52
12/04/23	11/19/23-11/26/23	\$ 613,486.24	\$ 11,778.94	\$ 24,539.43	\$ 577,167.87	\$ 402,393.30	\$ 95,671.45	\$ 18,597.95	\$ 60,505.16	\$ 577,167.86
12/06/23	11/24/23-11/30/23	\$ 3,697,761.71	\$ 70,997.02	\$ 147,910.38	\$ 3,478,854.31	\$ 2,425,408.16	\$ 576,655.54	\$ 112,098.36	\$ 364,692.25	\$ 3,478,854.31
12/14/23	12/01/23-12/10/23	\$ 270,172.14	\$ 5,196.14	\$ 10,365.09	\$ 254,610.91	\$ 177,511.14	\$ 42,204.35	\$ 8,204.27	\$ 26,691.15	\$ 254,610.91
01/04/24	12/11/23-12/31/23	\$ 544,989.79	\$ 10,570.47	\$ 16,466.34	\$ 517,952.98	\$ 361,109.51	\$ 85,855.98	\$ 16,689.89	\$ 54,297.60	\$ 517,952.98
TOTAL		\$ 5,994,481.29	\$ 115,196.10	\$ 234,675.14	\$ 5,644,610.05	\$ 3,935,342.52	\$ 935,651.61	\$ 181,885.03	\$ 591,730.87	\$ 5,644,610.03

91%	Gross Percent Collected
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