



Rizzetta & Company

Harbor Bay Community Development District

Board of Supervisors' Regular Meeting October 16, 2025

District Office:
5020 W. Linebaugh Ave Ste 240
Tampa, Florida 33624
813.933.5571

www.harborbaycdd.org

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AGENDA

at the MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive, Apollo
Beach, Florida 33572

District Board of Supervisors	Daniel Leventry	Chairman
	Tim Nargi	Vice Chairman
	Dean Walters	Assistant Secretary
	Micheal Rodriguez	Assistant Secretary
	Steven Finley	Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Attorney	Andy Cohen	Persson, Cohen, Mooney, Fernandez & Jackson, PA
District Engineer	Bradley Foran	Lighthouse Engineering

All cellular phones and pagers must be turned off during the meeting.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.harborbaycdd.org

October 14, 2025

Board of Supervisors
**Harbor Bay Community
Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harbor Bay Community Development District will be held on **Thursday, October 16, 2025 at 6:00 p.m.**, at the MiraBay Clubhouse Lagoon Room located at 107 Manns Harbor Drive Apollo Beach, FL, 33572. The following is the agenda for this meeting:

BOS MEETING:

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. BUSINESS ITEMS**
 - A. Consideration of Kim's Landscape & Lawn Care Proposal.... Tab 1
 - B. Presentation of LT Kim Landscape Reports Tab 2
 - C. Consideration of Roofing RFP Tab 3
 - D. Discussion of Tennis/Pickleball Court Name Landings
Racquet Club at Mira Bay
 - E. Discussion of Resolution 2016-07; Legal Defense Tab 4
 - F. Consideration of Pool Slide Stairs Proposal..... Tab 5
 - G. Consideration of Suspension Letters..... Tab 6
- 5. STAFF REPORTS**
 - A. Aquatic Report
 - i. Blue Water Fountain Report..... Tab 7
 - ii. Blue Water Aquatics Report Tab 8
 - iii. Blue Water Pond 33 Clean Up Report Tab 9
 - iv. Blue Water Pond 33 Addendum for Maintenance Tab 10
 - B. District Counsel

- C. District Engineer
 - i. Presentation of District Engineer Report Tab 11
 - ii. 1064 Easement Encroachment Agreement
 - iii. 5708 Tybee Island Drive Easement Encroachment Agreement
 - iv. Consideration of Dock & Boat Lift Applications Tab 12
 - v. Discussion of 454 Islebay Upland Wall Erosion Tab 13
 - vi. Discussion of US 41 Berm Survey Tab 14
 - vii. Consideration of Proposal to Move Electric to Accommodate New Seawall Cap at 5701 Tybee Tab 15
- D. District Manager
 - i. Presentation of District Manager Report Tab 16
 - ii. Discussion of Seawall Issue
- E. Onsite Manager Reports
 - i. Director of Operations Report Tab 17
 - ii. Field Operations Manager Report Tab 18
- 6. **CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION**
 - A. Consideration of Workshop Board of Supervisors Meeting Minutes of August 21, 2025 Tab 19
 - B. Consideration of Continued Regular Board of Supervisors Meeting Minutes of September 8, 2025 Tab 20
 - C. Ratification of Operation & Maintenance Expenditures for August 2025 Tab 21
 - D. Presentation of August 2025 Financial Statement Tab 22
- 7. **SUPERVISOR REQUESTS**
- 8. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Lynn Hayes
Lynn Hayes
District Manager

Tab 1

KIM'S LANDSCAPE & LAWN CARE

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

PROPOSAL

JULY 15, 2025

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 Entryway

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

- (2) Sylvester Robusta Palms 6' clear trunks, 14' height, B&B
- (6) Reclinata Palms 22-25' o.a. height, multi-stems, B&B
- (14) Royal Palms 25' o.a. height, B&B
- (400) Trinette Arbuticola or Copper plants, 3-gallon
- (50) Cubic yards of Cypress Mulch
- Removal and disposal of (2) declining Medjool Palms
- Removal and disposal of (2) declining Pineapple Palms
- Stump grinding of (4) Medjool Palms that were previously removed
- Removal and disposal of existing for Trinette Arbuticola
- Removal and disposal of (2) declining Pygmy Date Palms

\$93,700.00

Note: Still to be determined if 25-year-old plantings will need to be replaced

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;

Ninety-Three Thousand Seven Hundred Dollars \$93,700.00
with payments to be as follows: 50% Deposit and Balance due Upon Completion

Respectfully Submitted: 7/15/2025

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 _____

Tab 2

MONTHLY STATUS REPORT

LEE TE KIM LANDSCAPE & LAWN CARE, INC.

127 16TH AVENUE SW
RUSKIN, FL 33570
(813) 645-1769 OFFICE

DATE: OCTOBER 9, 2025

REPORT SUBMITTED TO:

HARBOR BAY CDD
107 MANNS HARBOR DRIVE
APOLLO BEACH, FL 33572

WORK PERFORMED FROM 9/12/2025-10/09/2025:

IRRIGATION: The Mirabay Blvd. had one large zone split into two separate zones, the water pressure was too low when it was one large zone. Also, on Mirabay Blvd., along the Shell Cove fence line, (3) spray bodies and nozzles were replaced. Clock A, zone 13 had ½" sprinkler line, (2) couplings and 8" of flex hose replaced. Behind 426 Manns Harbor there was a broken main line, that required removal of (4) 90's fittings and 5' of 4-inch pipe.

Though the irrigation maintenance and inspection is an ongoing process, there is the more formal annual irrigation audit that is currently taking place. During this audit the following items have been identified and resolved: Clock F – Replaced (18) heads and (2) 1800's, zones 1 and 9 weren't working, zone 2 had a broken pipe. T7 – Replaced (5) rotors and (1) head, Tortoise node – replaced (2) batteries, B5 – fixed fault in wiring. Balibay Boat lift – Replaced (2) heads on zones 1 and 5, Merritt Island Roundabout – Replaced (2) batteries. Lee Te Kim Park – Repaired node, replaced (1) node, (6) heads and (1) node controller. Clock D – Replaced (22) heads, (2) rotors and (2) spray bodies, fixed zone 15 and drip lines. Mirabay Blvd., Clock A – Replaced (2) fuses and (14) spray bodies. Replaced ACC Controller Interface on Manns Harbor.

TURFGRASS MANAGEMENT: Mowing, weeding, trimming, applying fertilizers and spraying for bugs, are all taking place.

The Mirabay Entryway proposal has yet to be approved or even voted on. At the last board meeting it was decided to be tabled until the next board meeting, which would've been held on September 18th, however this meeting ended up being cancelled.

The following factors have contributed to the development and growth of algae in the Sea Crest Pond: the weather was very warm followed by a lot of rain in a short period of time, leading to a high-water table next add in the lack of circulation of the pond water. These factors all contributed to the Algae problem you are seeing in the Sea Crest Pond. Under these conditions, when it is dry any algae will stick to the bottom of the pond, then when it rains it brings the algae to the surface of the pond.

The company responsible for taking care of the ponds should spray chemicals in this pond, this is not from the grass clippings or weed eating being done in this area that is causing the algae. In nearly 20 years of taking care of Mirabay we've never experienced the problem that we are now witnessing in only the Sea Crest Pond.

To solve the algae problem, the company taking care of the ponds can spray chemicals or a fountain can be installed which will create the circulation in the pond that is needed to help alleviate the growth of algae.



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: SEPTEMBER 8, 2025

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 9/01/2025

- o Admiral Point Drive
 - o Balibay Road
 - o Golden Isle Drive
 - o Ibis View Lane
 - o Islebay Drive
 - o Manns Harbor Drive
 - o Merritt Island Drive
 - o Mirabay Blvd.
 - o Pinckney Drive
 - o Point Harbor Lane
 - o Sea Trout Place
 - o Sea Turtle Place
 - o Shore Crab Way
 - o Skimmer Drive
 - o Tortoise Place
 - o Tybee Island Drive
 - o Wishing Arch Drive
 - o Berm along SR 41
 - o Club
 - o Lee Te Kim Park
 - o Playground
 - o Tennis Courts
-
- 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: SEPTEMBER 15, 2025

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 9/08/2025

- o Admiral Point Drive
 - o Balibay Road
 - o Golden Isle Drive
 - o Ibis View Lane
 - o Islebay Drive
 - o Manns Harbor Drive
 - o Merritt Island Drive
 - o Mirabay Blvd.
 - o Pinckney Drive
 - o Sea Trout Place
 - o Sea Turtle Place
 - o Shore Crab Way
 - o Skimmer Drive
 - o Tortoise Place
 - o Tybee Island Drive
 - o Wishing Arch Drive
 - o Berm along SR 41
 - o Club
 - o Lee Te Kim Park
 - o Playground
 - o Tennis Courts
-
- 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: SEPTEMBER 22, 2025

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 9/15/2025

- o Admiral Point Drive
 - o Balibay Road
 - o Beacon Sound
 - o Golden Isle Drive
 - o Ibis View Lane
 - o Islebay Drive
 - o Manns Harbor Drive
 - o Merritt Island Drive
 - o Mirabay Blvd.
 - o Pinckney Drive
 - o Sea Trout Place
 - o Sea Turtle Place
 - o Shore Crab Way
 - o Skimmer Drive
 - o Tortoise Place
 - o Wishing Arch Drive
 - o Berm along SR 41
 - o Club
 - o Lee Te Kim Park
 - o Playground
 - o Tennis Courts
-
- 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: OCTOBER 06, 2025

PROPOSAL SUBMITTED TO:

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

WORK PERFORMED – WEEK OF 9/29/2025

- o Balibay Road
 - o Covesound Way
 - o Fishersound
 - o Golden Isle Drive
 - o Ibis View Lane
 - o Islebay Drive
 - o Loon Nest Court
 - o Manns Harbor Drive
 - o Mirabay Blvd.
 - o Pinckney Drive
 - o Point Harbor Lane
 - o Sea Trout Place
 - o Sea Turtle Place
 - o Shore Crab Way
 - o Skimmer Drive
 - o Tortoise Place
 - o Wishing Arch Drive
 - o Berm along SR 41
 - o Club
 - o Lee Te Kim Park
 - o Playground
 - o Tennis Courts
-
- 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.

Tab 3

HARBOR BAY

RFP – ROADS

DRAFT TIMELINE – November meeting decision

Proposal Deadlines	Date	Time
Proposal approval By CDD Board at regularly scheduled CDD Board Meeting	October 16, 2025 (Thurs)	6:00 p.m.
RFP advertised	October 24, 2025 (Fri)	
RFP released	October 24, 2025 (Fri)	9:00 a.m.
RFP posted on website	October 24, 2025 (Fri)	9:00 a.m.
Pre-proposal conference (via Zoom or other) if applicable	?	
Last day for written inquiries/questions to be submitted	November 5, 2025 (Wed)	12:00 p.m.
Response to written inquiries/questions provided to registered bidders	November 5, 2025 (Wed)	5:00 p.m.
Last day for proposal submission	November 12, 2025 (Wed)	2:00 p.m.
Proposals opened and reviewed	November 12, 2025 (Wed)	2:01 p.m.
Committee review if applicable	n/a	
Board review/selection By CDD Board at regularly scheduled CDD Board Meeting	November 20, 2025 (Thur)	6:00 p.m.
Award	November 21, 2025 (Fri)	12:00 p.m.
Notice of Protest Due	November 24, 2025 (Mon)	12:00 p.m.
Expected Contract	TBD	

REQUEST FOR PROPOSAL
FOR
REROOFING PROJECT
for
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

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**REQUEST FOR PROPOSAL
REROOFING PROJECT
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
Apollo Beach, Florida**

Notice is hereby given that the **Harbor Bay Community Development District** (the “District”) will accept proposals from qualified firms interested in providing a Reroofing Project for the District as described below and in the project scope.

The Request for Proposal Package which includes the Project scope of work will be available beginning on **October 24, 2025, at 9:00 a.m.** In order to obtain the documents please submit a request via email to lhayes@rizzetta.com.

The District is a community development district established under Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the project scope and meet the following qualifications: (i) fully licensed and insured, (ii) five (5) plus years minimum continuous operation (iii) experience with at least three (3) other communities of a similar nature, size and amenity level to the Harbor Bay community, with verifiable references, and (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, In addition, Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for their own evaluation of the roof.

Entities desiring to submit proposals for this project must submit one (1) original hard copy and one (1) electronic copy via CD or flash drive of the required proposal no later than **Wednesday, November 12, 2025, at 2:00 p.m.** at the offices of Lynn Hayes, District Manager, Harbor Bay Community Development District, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals may be delivered using FedEx, UPS or other similar carrier or hand-delivered. An electronic copy should be submitted as well to lhayes@rizzetta.com. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District’s sole and absolute discretion. Proposals will be opened publicly on November 12, 2025, at 2:00 p.m. and later will be reviewed and then a final decision made by the District Board of Supervisors at a duly noticed public meeting on **November 20, 2025, at 6:00 p.m.**

The District has the right to reject any and all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest to do so. The District may further postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Lynn Hayes at lhayes@rizzetta.com. Questions received after **12:00 p.m. on October 5, 2025**, will not be answered.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REROOFING PROJECT

Instructions to Proposers

SECTION 1. DUE DATE: Sealed proposals will be received no later than **Wednesday, November 12, 2025, at 2:00 p.m.** at the offices of District Manager, Harbor Bay Community Development District, c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, Attention: Lynn Hayes. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

Proposals shall be submitted as one (1) original hard copy and one (1) electronic copy via CD or flash drive. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title, and the name and address of the Proposer, and accompanied by the required documents. If the proposal is sent through a carrier or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Harbor Bay Community Development District REROOFING PROJECT ENCLOSED)" on the face of it). All costs to prepare and submit a response shall be borne by the Proposer.

Proposals will be considered at the **November 20, 2025, 6:00 p.m.**, meeting of the Harbor Bay Community Development District Board of Supervisors, as referenced herein, and a decision made as to the acceptance of a specific proposal or rejection of all proposals. The District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with an award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion, whether or not reasonable, it is in the District's best interest to do so.

SECTION 2. SIGNATURE ON PROPOSAL. The Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so.

SECTION 3. PRE-PROPOSAL VISIT & FAMILIARITY WITH THE PROJECT: The Proposer is encouraged to visit the Harbor Bay community prior to submitting a proposal. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site or conditions.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. The Proposer is also assumed to be familiar with the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all applicable laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL AND DEFAULT HISTORY. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper license and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Scope or this Request for Proposals are to be directed in writing, via e-mail only, to Lynn Hayes, District Manager, at lhayes@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda to all parties recorded as having received the Request for Proposal. Answers to all questions will be provided to all known potential proposers by e-mail. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all addenda. In making its proposal, each Proposer represents that it has read and understands the project scope and that the proposal is made in accordance therewith, including verification of the contents of the Request for Proposal against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of services to be provided and accompanying rates.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to another Proposer, perform the work by day/temporary labor, or through in-house operations. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 11. INSURANCE. By submittal of a Proposal, the Proposer confirms the Proposer's ability to meet the insurance coverage requirements set forth below and provided herein.

General Liability Insurance: Limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

Automobile Liability Insurance: Limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.

Workers Compensation Insurance: Limits of not less than \$1,000,000 per employee per accident.

Umbrella Insurance – Limits of not less than \$ 5,000,000.00.

In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds on a primary and non-contributory basis within five (5) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 12. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence, reckless and/or willful misconduct as well as breach of contract.

SECTION 13. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 14. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Request for Proposals:

- A. List position or title, corporate responsibilities and years' experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. At least three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person.
- C. A copy of its insurance certificate indicating the types of coverage and limits for general, umbrella, and automobile liability insurance, and worker's compensation insurance.
- D. Completed copies of all other forms included within the Request for Proposals.

SECTION 15. PROTESTS. A Notice of Protest regarding the Proposal Documents/Project Manual (including the Evaluation Criteria, specifications or other requirements contained in the Request for Proposals), a Proposal rejection, or an award under the Request for Proposals, must be filed in writing, within seventy-two (72) hours after the receipt of the Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at the offices of Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, Attention: Lynn Hayes. The formal protest, setting forth with particularity the facts and law upon which the protest is based, shall be filed within seven (7) calendar days after the initial Notice of Protest was filed. Failure to timely file a Notice of Protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any document included in the Project Manual, including the Evaluation Criteria, plans, specifications, and Project Documents. Any entity who files a Notice of Protest protesting the Project Manual, a Proposal rejection, or an award under the RFP shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for any protest shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than five thousand dollars (\$5,000.00). Bonds shall be by a U.S. postal service money order, certified cashier's check, or such other

form of surety as the District's counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District with prejudice with the Proposer afforded no relief. If the entity protesting the award prevails, the bond shall be returned to the protester; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

SECTION 16. EVALUATION OF PROPOSALS. The proposals shall be ranked based on Criteria presented in the Evaluation Criteria sheet set forth herein. **The Proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the reroofing project. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.** Proposals may be held by the District for a period not to exceed one hundred twenty (120) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract. During this time, all provisions of the submitted proposal must be in effect, including pricing. District representatives may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits, oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the disqualification of the proposal response.

EVALUATION CRITERIA

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the District by the due date and time and in the manner set forth in this RFP. Once proposals are received, the members of the District's Board of Supervisors will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the District. The Proposals will be evaluated on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat and professional in appearance.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	20
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff.	10

4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.	20
5.	References Assessment of proposer's work by client references and references with demonstrated success in providing similar product and installation. References must also indicate proposer's ability to form positive and collaborative relationships with clients and clients' staff.	15
6.	Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) X 30 = Total Cost Points	30
Total		100

SECTION 17. CHANGES/MODIFICATIONS. The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Proposer. Price adjustments will be based on the unit prices proposed by the Proposer in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 18. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to contract negotiations or communications with staff not concerning this solicitation.

SECTION 19. PRICING. Proposers shall submit their price information on the supplied proposal form with all blank spaces completed. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions during the proposal process.

SECTION 20. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 21. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional

terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully, through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this proposal.

SECTION 21. PUBLIC RECORDS. All proposals submitted are public records subject to production unless specifically exempt by Florida Statutes or additional applicable law.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1. Proposer: _____

[Company Name]

/ _ / A Partnership
 / _ / A Corporation
 / _ / A Subsidiary Corporation
 2. Parent Company Name: _____
 3. Parent Company Address:
 Street Address _____
 P.O. Box (if any) _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax no. _____
 1st Contact Name _____ Title _____
 2nd Contact Name _____ Title _____
 4. Proposer Company Address (if different):
 Street Address _____
 P. O. Box (if any) _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax no. _____
 1st Contact Name _____ Title _____
 2nd Contact Name _____ Title _____
 5. List the location of the office from which the proposer would provide services to Harbor Bay CDD.
 Street Address _____
 City _____ State _____ Zip Code _____
 Telephone _____ Fax No. _____
 1st Contract Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida?
Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing security and patrol services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes () No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. What are the Proposer's current insurance limits?

General Liability	\$ _____
Automobile Liability	\$ _____
Umbrella Coverage	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

By submittal of a Proposal, Proposer confirms that Insurance Limits stated under Section 11 of Instructions to Proposers is the minimum coverage carried by the Proposer.

9. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company (ies)_____

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

10. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No () If so, where and why? _____

11. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No () If so, state name of individual, other organization and reason therefore.

12. List any and all (including both criminal and civil) litigation to which the Proposer has been a party in the last ten (10) years. _____

13. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

14. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

15. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

16. Key Personnel: Describe experience of the principal individuals (Supervisors, etc.) who would be responsible for and/or who will be assigned to this contract if awarded to the Proposer.

_____ Name	_____ Position
---------------	-------------------

_____ Type of Work	_____ Yrs. Exp.	_____ Yrs. With Firm
-----------------------	--------------------	-------------------------

_____ Name	_____ Position
---------------	-------------------

_____ Type of Work	_____ Yrs. Exp.	_____ Yrs. With Firm.
-----------------------	--------------------	--------------------------

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Harbor Bay CDD or their authorized agents, deemed necessary to verify the statements made in Proposer's submittal, or necessary to determine whether the Harbor Bay CDD should consider the Proposer for award of the contract for the Reroofing Project including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 20__.

(Seal)

Notary Public/Expiration Date

END

CORPORATE OFFICERS

Company Name: _____

Date: _____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 2025.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 2025.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of
the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 2025.

Notary Public/Expiration Date:

(SEAL)

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Harbor Bay Community Development District.
2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the

entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The rest of this page has intentionally remained blank.

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Date: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

_____ who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this _____ day of _____ 2025.

NOTARY PUBLIC

My commission expires:

DRAFT

ROOF REPAIR AGREEMENT

This Agreement (“Agreement” or “Contract”), is made between HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, and _____, LLC, with a mailing address of _____ (hereinafter referred to as the “Contractor”) on this ____ day of _____, 2025.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor for the reroofing of the Mira Bay Clubhouse roof and related facilities; and

WHEREAS, the Contractor has offered to provide such work pursuant to the proposal attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary for the reroofing of the Mira Bay Clubhouse roof and related facilities (hereinafter referred to as the “Contract Work”) as more specifically detailed in proposal attached hereto as **Exhibit “B”** to the Contract. in accordance with the Proposal Form attached hereto as **Exhibit “A”** and the Technical Specifications attached hereto as **Exhibit “C.”** To the extent of any conflict between the Contract and the Exhibits, the terms of this Contract shall govern.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work. All work shall be performed in a professional manner and warrantied as referenced herein.

III. CONTRACT SUM

The District agrees to pay Contractor for the Contract Work a total amount of _____ (\$_____) (hereinafter referred to as the “Contract Sum”). The District shall pay the Contractor for the Contract Work upon Contract completion to the District’s sole and absolute discretion and final inspection approval by applicable local government authorities. The Contract Sum is the final price and there shall be no cost overruns absent a written Change Order executed by all parties before any of the excess materials and/or work is incurred.

The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, at the District’s discretion prior to remittal of any payment due. Contractor agrees simultaneously with and to the extent it receives payment in full from the District to defend and resolve all claims made by subcontractors, laborers, and material suppliers, indemnifying the District and its agents for all claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

IV. TIME OF COMMENCEMENT AND COMPLETION

After full execution of this Contract, receipt of all insurance and required documentation, the Contract Work shall commence on or about _____, 2025 and be completed and ready for final inspection by the District and/or its representatives no later than _____, 2025 (hereinafter referred to as the “Contract Time”). Contractor and the District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

Contractor shall not be liable for any delays caused by acts of God, changes in scope of work, indecisions by the District and/or its agents, strikes or shortage of materials.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations upon which the District has actually and justifiably relied:

1. That the Contractor has examined and carefully studied the project site and that the Contractor has the experience, expertise, and resources to perform all the Contract Work within the Contract Time.
2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
3. That Contractor is familiar with and can and shall ensure that Contractor and its subcontractors comply with all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the Contract Work.

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Contract Work: The Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means and coordination for all work. The Contractor shall supervise and direct the work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. Furnishing of Labor, Materials/Liens, and Claims: The Contractor shall provide and pay for all labor, materials, and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits (unless stated otherwise herein) necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe and perform all requirements of applicable local, State and Federal laws, rules, regulations or ordinances.

5. Responsibility for Negligence of Employees and Subcontractors: The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.
7. Warranty of Fitness of Equipment and Materials: Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
8. Clean-Up: Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, and machinery. Contractor agrees on terminating its work at the site, to conduct general clean-up operations.

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VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, and employees, from liabilities, damages, losses, and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence.

In any and all claims against the District or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefit payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.
2. Workers' Compensation: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.
3. Commercial General Liability: The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. Automobile Liability: The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract.
5. Umbrella Liability: With limits of not less than \$5,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all

deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of 10 calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers on a primary and non-contributory basis as additional insured as their interest may appear under this Contract.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. PERFORMANCE AND PAYMENT BONDS

Prior to commencement of the Contract Work, Contractor shall obtain performance and payment bonds each in the amount of the Contract Sum and provide the bonds to the District. The performance and payment bonds shall be in a form suitable for a public project and acceptable to the District, and also from a surety acceptable to the District. The premiums for the performance and payment bonds shall be paid by the Contractor and are to be referenced in the bid form. Owner shall provide at least ten (10) days' written notice to the surety prior to any request to perform or otherwise pay damages or liabilities arising under such bonds, provided that Owner's delay in providing such notice shall not in any way relieve the surety of its obligation, damages or liabilities under such bonds.

X. CORRECTING WORK; WARRANTY

When it appears to the District during the course of the Contract Work that any work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty workmanship in work supervised by it or by a subcontractor.

XI. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on seven (7) calendar days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. On such termination, the District may take possession of the work site and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.
2. On a default by Contractor, the District may terminate the Contract immediately or elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor.
3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

XII. WORK CHANGES

Each party reserves the right to request Contract Work changes in the nature of additions, or modifications. However, all changes to the Contract Work, the Contract Sum and Contract Time shall only be authorized once in writing executed by the parties. No work involved in the change or materials contemplated shall be started or secured until authorized.

XIII. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XIV. MISCELLANEOUS

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.
2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. Contractor shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.

4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District 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 statute, and nothing in this Contract 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.
5. The laws of the State of Florida shall govern all provisions of this Contract including, but not limited to, the applicable Florida construction lien law. In the event the parties to this Contract cannot resolve a difference regarding any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Hillsborough County, Florida.
6. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
7. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
8. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
9. The execution of this Contract has been duly authorized by the appropriate body or official of each party, both the District and the Contractor have complied with all the requirements of law and both the District, and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by e-mail and by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt by mail or e-mail, whichever is first:

To District: Harbor Bay Development District
Attn: Lynn Hayes, District Manager
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
e-mail: lhayes@rizzetta.com

With a copy to: Andrew H. Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240

e-mail: acohen@flgovlaw.com

To Contractor:

11. E-Verify: Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Owner has a good faith belief that Contractor knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the District. Upon completion of the Contract, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, RIZZETTA & COMPANY, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614, TEL. 813-994-1001, INFO@RIZZETTA.COM.

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

**Harbor Bay
Community Development District**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Exhibit “A”
Proposal Form



BID FORM

PART 1: General

- 1.01 Project Name: **Mira Bay Club Re-Roofing Project**
Project Owner: **Harbor Bay CDD**
- 1.02 Submission of Bids: Submit bids in compliance with Instructions to Bidders. Fill in blanks. The Owner reserves the right to reject incomplete bid forms or those with amended contract terms or qualifications. All qualifications should be clarified prior to submission of bid.
- 1.03 Acknowledgements:
- A. The bidding contractor, having submitted a bid for this project, acknowledges the following:
1. The bidding contractor is qualified to meet the requirements of the Project Manual for the above referenced project.
 2. The bidding contractor has visited and has become familiar with the project site and conditions.
 3. The bidding contractor understands the requirements of the Project Manual for the above referenced project.
 4. This Bidding document is not part of the Contract Documents, unless specifically referenced in the Owner/Contractor Agreement.
- 1.04 **BASE BID:** The Bidder proposes to perform all of the Work required by the Contract Documents for the fixed price listed. A full description of the scope of each bid item is included in the project manual, specifications, details, drawings and applicable manufacturer instructions.
- A. General Conditions – To be billed in equal intervals over the term of the contract
- | | | |
|-----------------|----------|----|
| Mira Bay Club | \$ _____ | LS |
| Youth Clubhouse | \$ _____ | LS |
- B. Mobilization/Demobilization – To be billed 50% upon start of construction and 50% after substantial completion
- | | | |
|-----------------|----------|----|
| Mira Bay Club | \$ _____ | LS |
| Youth Clubhouse | \$ _____ | LS |



- C. Remove and legally dispose of existing roofing material and flashings, to the surface of the plywood roof deck.

Mira Bay Club \$ _____ LS

Youth Clubhouse \$ _____ LS

- D. Inspect decking and fascia, and re-nail with galvanized or ss nails as outlined.

Mira Bay Club \$ _____ LS

Youth Clubhouse \$ _____ LS

- E. Install new peel and stick roofing underlayment, as specified

Mira Bay Club \$ _____ LS

Youth Clubhouse \$ _____ LS

- F. Install new standing seam roof system, to include all flashings, valleys, ridges, caps, vents and drip edges.

OPTION 1: 25 year Galvamax - Mira Bay Club \$ _____ LS

25 Year Galvamax Youth Clubhouse \$ _____ LS

OPTION 2: 35 Year Painted – Mira Bay Club \$ _____ LS

35 Year Painted – Youth Clubhouse \$ _____ LS

OPTION 3: 40+ Year Aluminum – Mira Bay Club \$ _____ LS

40+ Year Aluminum - Youth Clubhouse \$ _____ LS

- G. Remove and reinstall any gutters and lightning protection

Mira Bay Club \$ _____ LS

Youth Clubhouse \$ _____ LS

- 1.05 **UNIT PRICE WORK:** The Bidder proposes to perform all of the Work required by the Contract Documents for the unit price listed. This includes any additional general conditions mobilization needed for the work outlined. The following work will likely be required but the quantity of work cannot be provided as reliable quantity at this time. All UPW work will be directed, verified and quantified by the ENGINEER prior to performing.



- A. Plywood Sheet, to match existing thickness \$ _____ 1/2
\$ _____ Full
- B. Lumber, per 4' length \$ _____ 1x4 \$ _____ 2x4
\$ _____ 1x6 \$ _____ 2x6
- 1.06 **ALTERNATE FIXED PRICE WORK:** The Bidder proposes to perform all of the Work required by the Contract Documents for the Alternate fixed price listed. This work is not included in the base bid but will be considered by the Owner for inclusion
- A. OTHER: _____ \$ _____ LS
- 1.07 **LABOR & MATERIALS:** The Bidder proposes to perform additional work not currently outlined but requested in accordance with a lump sum proposal or in accordance with the following time and material rates. All work must be authorized by Owner and Engineer prior to commencing.
- A. Material Cost Mark Up (%) _____
- B. Labor Rates (actual labor hours for work performed only)
1. Project Manager \$ _____ per hour
 2. Site Super \$ _____ per hour
 3. Skilled Labor \$ _____ per hour
 4. Unskilled Labor \$ _____ per hour
- 1.08 **Bonds:** If elected by owner, the Bidder is required to furnish a Performance Bond and Payment Bond (AIA A312) for the entire value of the Work. Rate _____ %
- 1.09 **TIME:** The Bidder proposes the following:
- A. Total Contract Time for Fixed Price Work (calendar days)
- Mira Bay Club _____
- Youth Clubhouse _____
- B. Proposed Starting Date: _____
- C. Proposed Date of Substantial Completion (Demobilization complete) _____

Exhibit “B”

Scope of Work



SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.1 SUMMARY

- A. Project Identification: Mira Bay Club – Re-Roofing Project
- B. Project Information:
 - 1. The building will be occupied during the project.
 - 2. Coordination of vehicles, equipment, staging areas must take place with continuous residential parking and traffic access as well as pedestrian traffic safety.
 - 3. Owners will be responsible for coordinating removal of materials from exposed areas where work will be performed, which must be coordinated with this work.
 - 4. Hurricane Preparedness Plan is required to be submitted with submittals to Engineer.
 - 5. Contractor to perform necessary Asbestos testing for work outlined below.
- C. Existing Construction:
 - 1. The building roof systems are constructed with wood sheathing over wood trusses. The existing roof is a standing seam metal roof
 - 2. Maintain existing building(s) in a weathertight condition during all work. Any damage noted during work will be the responsibility of the Contractors.
 - 3. Protect building and occupants from ongoing work. Sufficient protection must be provided to prevent damage to existing elements and minimize dust and debris into occupied spaces.
 - 4. Prepare and submit Hurricane Preparedness Plan with submittals.
 - 5. Do not remove or alter structural components without prior written approval.
 - 6. Provide a pre-condition inspection to review any and all work and work areas. Any issues that prevent the completion of work in the scope as outlined should be recorded, reported to the Owner and Engineer prior to the start of work or the Contractor assumes the conditions as is as being sufficient for work. This includes the condition of existing components as well as the potential issues with items not included that may be adversely affected by work in the area.
 - 7. All elements of the property and building in and around the work area shall be returned to the pre-existing condition or better after the Contractor's work is complete.
 - 8. Contractor is responsible to notify the Owner prior to mobilization of all items or issues that require removal, repair, or replacement, so that proper notice and coordination can take place and will not affect contract Contractor is responsible for providing time. Precondition inspections should take place in the same manner to provide proper notice to Owner to avoid delay.
 - 9. Owner is responsible to remove all items identified by the Contractor as necessary to perform work in a timely manner. Delays incurred due to inability to perform work as a result, will be added to the contract time.
 - 10. Job standards for panel size and colors and other finishes shall be provided prior to ordering and commencement and reviewed and approved by Contractor, Owner, and Engineer. Typical standard shall be 10x10 or other dimension as needed to sufficiently evaluate color, finish, texture, etc. Job standards shall remain in place for reference and easily accessible until completion of project to ensure consistent performance standard. Performing work prior to acceptance of approved job standard

is done at the CONTRACTOR's risk and is not advisable.

- D. General Conditions (GCs): Generally outlined as overhead monthly costs of the project such as supervision, parking, equipment rentals, administration, etc. and are billed equally each month over the term of the initial contract period. All Change Orders shall be fully inclusive of any additional GCs, mobilization/demobilization.
- E. Mobilization: Setup, rigging, and equipment as needed for proper access. All equipment, staging and rigging for access shall comply with all local ordinances and OSHA regulations. Mobilization shall be paid at 50% upon start of project and 50% for demobilization when all equipment is removed. CONTRACTOR is responsible for verifying safety of any building elements used to attach or secure rigging or support equipment/materials/people.
- F. **FIXED PRICE WORK – ROOF REPLACEMENT**
The work outlined includes the preparation and work necessary to maximize efforts to prevent water intrusion.
 - 1. CONTRACTOR shall properly remove existing roof materials and all existing flashings, vents and gutters, etc. included in the scope of work.
 - a. It is intended that this project include the replacement of the standing seam roofs on the Mira Bay Club and the Youth Clubhouse.
 - b. Inspect all substrates. Any damage noted shall be photographed, numbered, and submitted to engineer prior to replacement. Damaged components shall be kept onsite for inspection prior to disposal. Any and all repairs acknowledged as requiring replacement, by Engineer or Owner shall be performed in accordance with unit price work.
 - 2. Re-nail the existing decking to trusses with galvanized 8d nails at 12" o.c. in field and 6" o.c. on edges. Photograph thickness of plywood and nailing during progress of work for wind mitigation documentation.
 - 3. Install new fully adhered high temp roof membrane underlayment, suitable for use under metal roofing with a minimum of 30 year warranty. Submit to Engineer with bid, manufacturer system selected for installation along with the intent to warrant from the manufacturer prior to mobilization.
 - 4. Install new wall, valley, ridge and penetration flashings, cap, drip edge, counter flashings and vents shall be in accordance with specifications in the project manual, NRCA standards and as outlined by the manufacturer's installation details.
 - 5. Reinstall gutters/downspouts to match existing such that water is not directed into walking paths and directed efficiently to drains, if applicable
 - 6. Reinstall any existing lighting protection system to permit work on roof and reinstall after all other work is complete.
- G. **OPTIONAL WORK:**
 - 1. Not used at this time.
 - 2.
- H. **UNIT PRICE WORK**
The work outlined for the project, which cannot be estimated as a lump sum quantity is referred to as Unit Price Work and as such has been outlined below for completion on an 'as needed or directed' basis. Work verified by Owner and/or Engineer as required will be submitted as completed with each payment application. Quantities will be verified and approved by Engineer and be communicated to the Owner after each measurement of

additional work unless otherwise outlined by Owner, prior to commencement of project.

1. **Plywood Replacement**

- a. Replace damaged plywood as directed by Engineer to match existing. All damage must be verified prior to replacement, to be paid. Replacement of damaged plywood will be done in full and ½ sheets. Wood blocking added as required to provide proper nailing.

2. **Wood Replacement**

- a. Replace 1x and 2x wood that is verified as damaged and in need of replacement. 1x and 2x wood shall be pressure treated where used as fascia, truss members or other framing/trim members. All wood on the exterior that was previously painted shall be PT and sufficiently dried to permit repainting to match existing. Wood shall be replaced and billed in 4' lengths.

I. **OTHER WORK**

1. **Work Under Other Contracts**

- a. Subcontractors shall be competent and licensed to perform work in their specific trades.
- b. The Contractor shall be responsible for verifying that all Subcontractors hold a current license and are competent for the specific work they are to perform.
- c. The Contractor shall not subcontract any portion of this project without prior consent from the Engineer. Names and references of all Subcontractors shall be submitted to the Engineer for review.

J. The work of this contract shall be performed in accordance with the contract documents and this project manual. The Contractor shall furnish all necessary labor, tools, services, materials, and equipment to complete all the work of this project

K. The work will be constructed under a single contract between the Owner and the Contractor.

L. **Permits and Fees:** Apply for, obtain, and pay for permits, and asbestos testing fees, required to perform the work as direct cost. Submit copies or receipts with Change Order to Engineer for reimbursement.

M. **Codes:** Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Engineer.

N. **Dimensions & Quantities:** Contractors shall verify any and all dimensions indicated on drawings with field dimensions before fabrication or ordering of materials or submitting bids. Do not scale drawings. Any provided quantities are for estimating purposes only and do not represent any verified quantities to be relied upon for bidding or costing purposes. All quantities are to be verified by Contractor.

O. **Coordination:**

- 1. Coordinate the work of all trades.
- 2. Prepare coordination drawings for areas above ceilings where close tolerances are required between building elements and mechanical and electrical work.
- 3. Verify location of utilities and existing conditions.

P. **Installation Requirements, General:**

- 1. Take field measurements prior to fabrication where practical. Form to required shapes and sizes with true edges, lines, and angles. Provide inserts and templates as needed for work of other trades.
- 2. Install materials in exact accordance with this project manual, manufacturer's instructions, and approved submittals.

Exhibit “C”
Technical Specifications



SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Quality Monitoring: Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. Perform quality control procedures and inspections during installation.
- B. Standards: Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Tolerances: Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate. Comply with manufacturers' tolerances.
- D. Reference Standards: For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- E. Manufacturer's Field Services: When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to perform the following as applicable, and to initiate instructions when necessary.
 - 1. Observe site conditions.
 - 2. Conditions of surfaces and installation.
 - 3. Quality of workmanship.
 - 4. Start-up of equipment.
 - 5. Test, adjust and balance of equipment.
- F. Mock-Ups: Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes. Accepted mock-ups shall be a comparison standard for the remaining Work.
- G. Removal of Mock-Ups: Where mock-up has been accepted by Engineer and no longer needed, remove mock-up and clear area when directed to do so.

PART 2 PRODUCTS - Not Applicable To This Section

PART 3 EXECUTION - Not Applicable To This Section

END OF SECTION



SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Temporary Services: Provide temporary services and utilities, including the following.
 - 1. Water (potable and non-potable)
 - 2. Lighting and power
 - 3. Telephone
 - 4. Toilet facilities
 - 5. Materials storage
 - 6. Waste/Debris/Material removal and disposal
- B. Construction Facilities: Provide construction facilities, including the following.
 - 1. Construction equipment
 - 2. Enclosures
 - 3. Access
- C. Security and Protection: Provide security and protection requirements including the following.
 - 1. Fire extinguishers
 - 2. Site enclosure fence, barricades, warning signs, and lights
 - 3. Temporary jobsite protection
 - 4. Access prevention by unauthorized personnel
 - 5. Environmental protection
 - 6. Hurricane Preparedness Plan
- D. Personnel Support: Provide personnel support facilities including the following.
 - 1. Contractor's field office
 - 2. Sanitary facilities
 - 3. Drinking water
 - 4. Ongoing Cleaning
 - 5. End of Day Clean-up and Securing of Equipment

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. No drugs or alcohol are permitted onsite.
- B. No smoking unless in a designated area away from the work area and paths for residential travel. Preferably near dumpster, work trailer or port-o-lets.
- C. No radios or music shall be playing during the course of work.
- D. Signage is not permitted without written approval of Owner.
- E. Daily cleanup, broom cleaning and removal of debris and trash in the work areas is required prior to leaving the site for the day.
- F. Contractor's Project Manager and Site Superintendent must speak fluent English and be available during working hours to Owner and Engineer by phone.



- G. All workers onsite must have company uniforms while onsite for proper and easy identification

3.2 TEMPORARY BRACING

- A. Temporary Bracing: As required Contractor shall provide bracing to stabilize construction during repairs, if applicable

3.3 TEMPORARY JOBSITE PROTECTION

- A. Temporary Jobsite Protection of the Following Types:
 - 1. Hard surface protection
 - 2. Roof protection
 - 3. Dust & Debris containment
 - 4. Specialty, window, entry, garage protection
- B. Protection shall be provided to ensure no damage to existing materials and property occurs during the course of work. Any damage due to work by the contractor or subcontractor due to negligence, act or omission shall be repaired at the Contractor's expense.
- C. All work and access must be provided in accordance with OSHA requirements for safety of all individuals who must enter or pass through the work area. Overhead protection is required where pedestrian travel is permitted below a work area above.
- D. Work area must be prevented from being accessed by unauthorized personnel during workday and after hours, when work area is no longer supervised.

3.4 STAGING

- A. Staging to be reviewed at the Pre-Bid and confirmed at the Pre-Construction Meeting.
- B. Contractor responsible for off site storage and parking, if not available onsite.

3.5 WORKING HOURS

- A. Working hours shall be limited to conform to local ordinances.
- B. Working hours shall be **Monday – Friday from 8AM to 5PM** unless stipulated differently in the preconstruction meeting minutes or the contract is otherwise amended. Absolutely no noise is permitted prior to 8AM or after 5PM. No worker is authorized on property after work hours.
- C. No work is allowed on weekends, holidays, except in the event of an emergency or as otherwise authorized by the Owner in writing.

3.6 ACCESS TO OWNER UNITS

- A. Access to Owner Units or Spaces is permitted only when accompanied by an Owner Representative. At no time shall the Contractor or any Subcontractor be permitted access to units, spaces without an Owner representative present at all times.

END OF SECTION



SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Manufactures: Provide products from one manufacturer for each type of system or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.
- B. Product Selection: Provide products selected or equal approved by Engineer. Products submitted for substitution shall be submitted with complete documentation and include construction costs of substitution including related work.
- C. Substitutions: Request for substitution must be in writing. Conditions for substitution include:
 - 1. An 'or equal' phrase in the specifications.
 - 2. Specified material cannot be coordinated with other work.
 - 3. Specified material is not acceptable to authorities having jurisdiction.
 - 4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.
- D. Substitution Requests: Substitutions shall be submitted prior bid due date, unless otherwise stated.
 - 1. Or Approved Equal requires substitution request and approval by the Engineer
 - 2. Substitution Request must be submitted with PDS, Intent to Warrant, and test data for sufficient evaluation and
 - a. Will not affect dimensions of proposed work
 - b. Will not include redesign by the Engineer or work required for the redesign is paid for by the Contractor
 - c. Will not negatively affect schedule, other trades, other priced items, or warranty terms
 - d. Maintenance and servicing is not more expensive or extensive
- E. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless an item is clearly presented as a substitution at the time of submittal.

PART 2 PRODUCTS - Not Applicable To This Section

PART 3 EXECUTION - Not Applicable To This Section

END OF SECTION



SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Substantial Completion: The following are prerequisites to substantial completion. Provide the following:
 - 1. Completion of all work items
 - 2. Removal of temporary facilities
 - 3. Removal of all staging and equipment
 - 4. Scheduled punchout inspection
- B. Final Completion: The following are prerequisites to Final Completion. Provide the following:
 - 1. Warranties
 - 2. Certifications
 - 3. Closed permit records
 - 4. Final payment request
 - 5. Final release of liens from all parties
 - 6. Completed punch list
- C. As-Built Drawings: Provide a marked-up set of drawings including changes, where unit priced work occurred during construction or other changes to the original scope were made.

PART 2 PRODUCTS - Not Applicable To This Section

PART 3 EXECUTION —Not Applicable To This Section

END OF SECTION



SECTION 02 14 19 SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. This work applies to the Project

PART 2 PRODUCTS – THIS SECTION DOES NOT APPLY

PART 3 EXECUTION

3.1 DEMOLITION APPLICATION

- A. Selective Demolition

Contractor shall provide for:

1. demolition and removal of materials to perform stated work and related materials:
 - a. Salvage of designated items - None.
2. Protection of site work and adjacent structures and property.
3. Notification to Owner of scheduled shut-off of utilities which serve occupied spaces, if applicable.
4. Disconnection, capping, and removal of utilities, as applicable.
5. Removal and legal disposal of materials.
6. Hazardous Materials: Are not believed to be present. If Contractor becomes aware of such conditions or materials, they shall notify the Owner and Engineer immediately.
7. Demolition work shall be done during the designated working hours, permitting noise only.



SECTION 07 61 00 METAL ROOFING SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Architectural Standing Seam Roofing.
 - 1. Vertical Rib: 2 inch (51 mm).
 - 2. Panel Width: 16 inch (406 mm).
 - 3. Panel Width: 18 inch (457 mm).

1.2 RELATED SECTIONS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim.
- B. Section 07 71 13 - Manufactured Copings.
- C. Section 07 90 00 - Joint Protection.

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 - 2. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 - 3. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
 - 4. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.
- B. American Iron and Steel Institute (AISI):
 - 1. AISI/ANSI S100-16 - North American Specification for the Design of Cold-Formed Steel Structural Members (2016 Edition and 2018 Supplement).
- C. FM Global.
 - 1. ANSI/FM 4471 - Approval Standard for Class 1 Panels
- D. Florida Building Code, Chapter 16.
- E. Underwriters Laboratories (UL).
 - 1. UL 580 - Tests for Uplift Resistance of Roof Assemblies.
- F. International Accreditation Service (IAS)
 - 1. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufactures of Metal Building Systems, Part B.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data:
 - 1. Manufacturer's data sheets on each product to be used.



2. Preparation instructions and recommendations.
3. Storage and handling requirements and recommendations.
4. Typical installation methods.

- C. Verification Samples: Two representative units of each type, size, pattern, and color.
- D. Shop Drawings: Include details of materials, construction, and finish. Include relationship with adjacent construction.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in providing standing seam roof systems with a minimum five years documented experience.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum two years documented experience with projects of similar scope and complexity.
- C. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.
- D. Mock-Up: Construct a mock-up with actual materials in sufficient time for Architect's review and to not delay construction progress. Locate mock-up as acceptable to Architect and provide temporary foundations and support.
 1. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
 2. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
 3. Retain mock-up during construction as a standard for comparison with completed work.
 4. Do not alter or remove mock-up until work is completed or removal is authorized.

1.6 PRE-INSTALLATION CONFERENCE

- A. Convene a conference approximately two weeks before scheduled commencement of the Work. Attendees shall include Architect, Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items, review of the installation guide and approvals.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
- B. Protect from damage due to weather, excessive temperature, and construction operations.
 1. Stack pre-finished material to prevent twisting, bending, abrasion, scratching and denting. Elevate one end of each skid to allow for moisture to run off.
 2. Prevent contact with material that may cause corrosion, discoloration, or staining.
 3. Do not expose to direct sunlight or extreme heat for material with factory applied strippable film.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 WARRANTY



- A. Manufacturer's Finish Warranty: Provide manufacturer's standard warranty document executed by authorized company official covering finish, including color, fade, chalking and film integrity.
 - 1. Warranty Period: 20 years commencing on Date of Substantial Completion.
- B. Additional Warranties: Coordinated with manufacturer.

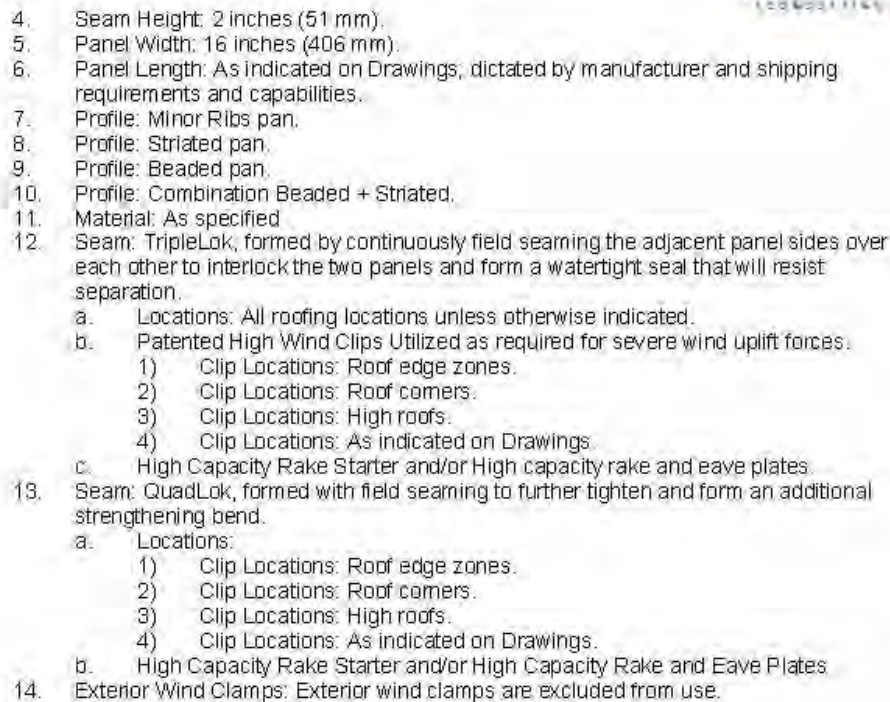
PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers of materials shall have a NDL intent to warrant for the property as specified:
 - 1. Aluminum product with 40 year warranty
 - 2. Kynar coated product with a 35 year warranty
 - 3. GalvaMax product with a 25 year warranty

2.2 ARCHITECTURAL STANDING SEAM ROOFING

- A. Basis of Design:
 - 1. Performance and Design Requirements: General.
 - a. Yield Stress: 50.0 ksi (344.74 MPa). Calculated per AISI/ANSI S100-16 / S1-18.
 - b. Allowable Gravity Loads: Calculated per AISI/ANSI S100-16 / S1-18.
 - c. Allowable Wind Uplift Loads: Tested per ASTM E 1592.
 - d. Air Infiltration Rate per ASTM E 1680:
 - 1) Static Pressure Difference of 1.57 psf (0.075 kPa): 0.0010 cfm per sq ft (0.00030 cu m per min per sq m).
 - 2) Static Pressure Difference of 6.24 psf (0.299 kPa): 0.0031 cfm per sq ft (0.00094 cu m per min per sq m).
 - 3) Static Pressure Difference of 30.0 psf (1.436 kPa): 0.0058 cfm per sq ft (0.00176 cu m per min per sq m).
 - 4) Static Pressure Difference of 40.0 psf (1.915 kPa): 0.0064 cfm per sq ft (0.00195 cu m per min per sq m).
 - e. Water Infiltration per ASTM E 1646:
 - 1) At 12 psf (0.575 kPa): No infiltration.
 - 2) At 30 psf (1.436 kPa): No infiltration.
 - 3) At 50 psf (2.394 kPa): No infiltration.
 - 2. Performance and Design Requirements: 24 Gage Panel:
 - a. Weight: 1.254 psf (6.12 kg per sq m).
 - b. Shear Stress: 840 lbs/ft (12.26 kN/m). Calculated per AISI/ANSI S100-16 / S1-18.
 - c. Intermediate Bearing at 2.5 inches (64 mm): 584 lbs/ft (8.52 kN/m). Calculated per AISI/ANSI S100-16 / S1-18.
 - d. End Bearing at 2.5 inches (64 mm): 387 lbs/ft (5.65 kN/m). Calculated per AISI/ANSI S100-16 / S1-18.
 - 3. Performance and Design Requirements: 22 Gage Panel:
 - a. Weight: 1.555 psf (7.592 kg per sq m).
 - b. Shear Stress: 1280 lbs/ft (18.68 kN/m). Calculated per AISI/ANSI S100-16 / S1-18.
 - c. Intermediate Bearing at 2.5 inches (64 mm): 870 lbs/ft (12.69 kN/m). Calculated per AISI/ANSI S100-16 / S1-18.
 - d. End Bearing at 2.5 inches (64 mm): 571 lbs/ft (8.33 kN/m). Calculated per AISI/ANSI S100-12.



3.1 EXAMINATION

- A. Verify that substrates are acceptable for roofing installation in accordance with manufacturer's instructions.
- B. Do not begin installation until substrates have been properly constructed and prepared.
- C. If substrate preparation is the responsibility of another installer, notify Engineer in writing of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Remove existing roof panels, flashing and underlayment
- B. Inspect all substrates, notify Engineer of any unsuitable substrate and replace as directed.
- C. Re-nail all plywood sheathing at 12" O.C. field nailing, 6" O.C. edge nailing, ensure all edges are blocked.
- D. Clean surfaces thoroughly prior to installation.
- E. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.



3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved submittals and in proper relationship with adjacent construction.
- B. Install approved peel and stick underlayment in accordance with the manufacturer's installation instructions. Remove all fish mouths and ensure proper lap and full adhesion.
- C. Coordinate metal roofing with other work, including but not limited to drainage, flashing and trim, deck substrates, parapets, copings, walls, and other adjoining work.
- D. Install metal roofing panels to profiles, patterns, and drainage indicated, and as necessary to achieve specified performance and a leak-free installation. Allow for structural and thermal movement.
- E. Separate dissimilar metals using nylon or neoprene washers at all fasteners, silicone or other approved sealant, to prevent galvanic action.
- F. Use fasteners recommended by panel manufacturer.
- G. Exclude use of impact drivers for roof fastener installation.
- H. Provide uniform, neat seams; provide sealant-type joint where indicated and form joints to conceal sealant.
- I. Roof Accessories: To be approved by roof system supplier maintaining roof warranties.
 - 1. Includes the following Roof Accessories as Applicable to the Project: Include but are not limited to the following.
 - a. Roof curbs.
 - b. Skylights.
 - c. Walkways.
 - d. Vents.
 - e. Hatches.
 - f. Snow retention Devices.
- J. Mechanical roof seamer and hand crimpers to be approved by roof system supplier.
- K. All exposed fasteners shall be color matched to the roof/trim color.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Coordinate field inspection in accordance with appropriate sections in Division 01.
- B. Manufacturer's Services: Coordinate manufacturer's services in accordance with appropriate sections in Division 01.

3.5 CLEANING AND PROTECTION

- A. Clean products in accordance with the manufacturer's recommendations.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION



SHEET METAL FLASHING

PART 1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.02 SUMMARY

- A. This Section includes the following sheet metal flashing and trim at wall, roof and penetrations:

1.03 REQUIREMENTS

- A. Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing and copings capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
- C. Install sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (100 deg F) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.
- D. Provide sheet metal flashing and trim that do not allow water infiltration to the building interior.

1.04 SUBMITTALS

- A. Provide Product Data Sheets for each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Provide Shop Drawing layouts of sheet metal flashing and trim, including plans and elevations. Identify shop vs field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.
 - 5. Provide samples for approval for each type of sheet metal flashing and trim indicated with factory-applied color finishes. Include Manufacturer's standard color chart for color selection.

1.05 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual", Most Recent Edition. Any clarifications will be in accordance with this standard. Conform to dimensions and profiles shown unless more stringent requirements are indicated.



1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.07 WARRANTIES

- A. Furnish Manufacturer's Standard Twenty (20) Year Warranty Finish warranty.
- B. All sheet metal flashings, trim and components shall be included.

PART 2: PRODUCTS

2.01 SHEET METALS

- A. Galvanized Aluminum
 - 1. Sheet Thickness: 0.040 nominal thickness.
 - 2. Exterior Finish: Kynar 500 / Hylar 5000 or Approved Equal.
 - 3. Color: To Match Existing or as Approved by OWNER.

2.02 UNDERLAYMENT MATERIALS

- A. Self-Adhered Rubberized Membrane under flashing and copings. Grade Ice and Water shield or approved equal.

2.03 MISCELLANEOUS MATERIALS

- A. Provide Data Sheets for materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 - 1. All fasteners must be Aluminum or Stainless Steel with full isolation from contact with flashing to prevent galvanic corrosion.
 - 2. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 - 3. Blind fasteners or self-drilling screws shall be gasketed, with hex washer head.
 - 4. High-strength stainless-steel rivets may be used as blind fasteners.
- C. Solder for Galvanized Steel:
 - 1. ASTM B 32, ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.



- D. Sealing Tape:
 - 1. Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, non-sag, non-toxic, non-staining tape.
- E. Sealant:
 - 1. Refer to specifications section 07900.
 - 2. Seal joints in sheet metal flashing and trim to remain watertight.

2.04 FABRICATION, GENERAL

- A. Custom fabricated sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Installation Tolerances:
 - 1. Within 1/4 inch in 20 feet as indicated.
 - 2. Within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions:
 - 1. Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with approved sealant concealed within joints.
- D. Fabricate cleats and attachment devices from galvanized aluminum with minimum 20-gauge.
- E. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with approved sealant.
- F. Rivet joints where necessary for strength.

2.05 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Any clarifications will be in accordance with National Roofing Contractors Association (NRCA) standards.
- B. Roof-Edge Flashing, Copings and Fascia Cap shall be fabricated in minimum 8ft but less than 10ft sections.
- C. Furnish metal edge flashing with strip flange width as required by the Primary Roofing System Manufacturer.
 - 1. Joint Style: Lap, 4 inches.
 - 2. Fabricate with Galvanized Aluminum: 0.040 thick.



- D. Copings:
 - 1. Fabricate joint plates of same thickness as copings.
 - 2. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, and seal watertight.
 - 3. Joint Style: 1 inch standing seam unless otherwise indicated.
 - 4. Fabricate with Galvanized Aluminum: 0.040 thick.
- E. Continuous Cleats shall be Galvanized Aluminum, 20-gauge thick.
- F. Counterflashing shall be Galvanized Aluminum, 0.040 thick.
- G. Flashing Receivers, Eave and Rake Flashings shall be Galvanized Aluminum, 0.040 thick.
- H. Roof Penetration Pockets shall be Galvanized Aluminum, 0.040 thick.
- I. Splash Pans shall be Galvanized Aluminum, 0.040 thick.

2.06 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing shall be continuous flashings in minimum 8ft but less than 12ft long sections, under copings, at shelf angles, and where indicated. Fabricate with Galvanized Aluminum: 0.040 thick.
- B. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings. Form with 3" high, end dams where flashing is discontinuous. Fabricate with Galvanized Aluminum: 0.040 thick.
- C. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 3" high, end dams. Fabricate with Galvanized Aluminum: 0.040 thick.

2.07 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing shall be fabricated with Galvanized Aluminum: 0.040 thick.

2.08 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3: EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.



2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - B. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.02 COORDINATION
- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leak proof, secure, and noncorrosive installation.
- 3.03 UNDERLAYMENT INSTALLATION
- A. Install approved underlayment (Self Adhered Membrane) under sheet metal flashing and trim as outlined in the project manual.
 1. Apply in shingle fashion to shed water, with side lapped joints of not less than 4" and end laps not less than 6".
- 3.04 INSTALLATION
- A. Any clarifications will the minimum standards set forth by Sheet Metal & Air Conditioning Contractors' National Association, Inc. (SMACNA) and National Roofing Contractors Association (NRCA).
 - B. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Install continuous cleats spaced not more than one (1) inch apart. Anchor each cleat with fasteners through the vertical leg face at twelve (12) inch centers.
 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 5. Install sealant tape where indicated.
 6. Torch cutting of sheet metal flashing and trim is not permitted.
 - C. Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by isolating contact surfaces with permanent separation as recommended by fabricator or manufacturers of dissimilar metals or as approved by ENGINEER.
 - D. Where installing metal flashing directly on cementitious or wood substrates, install approved Self Adhered Membrane.
 - E. Bed flanges in approved sealant where required for waterproof performance.
 - F. Provide for thermal expansion of exposed flashing and trim.
 1. Space movement joints at a maximum of 10 ft with no joints allowed within 24" of corner or intersection.



2. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with approved sealant concealed within joints.
- G. Use fasteners of sizes that will penetrate substrate not less than 1-1/4" inches for nails and not less than 3/4 inch for wood screws.
1. Galvanized Aluminum: Use stainless-steel fasteners, properly isolated with neoprene or nylon washers.
- H. Seal joints with sealant (or as noted) as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant.
 2. When ambient temperature at time of installation is moderate, between 40 and 70 deg F set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures.
 3. Do not install sealant type joints at temperatures below 40 deg F or as limited by manufacturer.
 4. Prepare joints and apply sealants to comply with requirements in Section 07900
- I. Soldering
1. Clean surfaces to be soldered, removing oils and foreign matter.
 2. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches except where pre-tinned surface would show in finished Work.
 3. Do not solder Galvanized Aluminum.
 4. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.
- 3.05 ROOF DRAINAGE SYSTEM INSTALLATION
- A. Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Gutters
1. Join sections of hanging gutters with riveted and soldered joints or with lapped joints sealed with approved sealant. Provide for thermal expansion.
 2. Attach gutters at eave or fascia to firmly anchored straps spaced not more than 30" apart.
 3. Provide end closures and seal watertight with sealant.
 4. Slope all gutters to downspouts.
 5. Hold down off roof edge to prevent backflow into roof coverings
 6. Loosely lock straps to front gutter bend and anchor to roof edge blocking/nailer.
 7. Install gutter with expansion joints at locations indicated but not exceeding 50ft apart. Install expansion joint caps.
 - a. Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4" in direction of water flow.



- C. Downspouts
 - 1. Join sections with 1-1/2" telescoping joints.
 - 2. Provide fastener straps designed to hold downspouts securely 1" away from walls
 - 3. Locate fastener straps at top and bottom and at approximately 8ft centers in between.
 - 4. Provide elbows at base of downspout to direct water away from building.
 - 5. Connect downspouts to underground drainage system indicated.
- D. Splash Pans shall be installed where downspouts discharge onto lower roofs.
 - 1. Splash Blocks shall be installed where downspouts discharge onto landscaping with no discharge into stormwater system.

3.06 ROOF FLASHING INSTALLATION

- A. Install sheet metal roof flashing and trim to comply with performance requirements, NRCA's "Roofing and Waterproofing Manual" and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Roof Edge Flashing
 - 1. Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone but not less than 4" centers in staggered pattern.
 - 2. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 12" centers through the vertical leg face.
- C. Pipe or Post Counterflashing
 - 1. Install counterflashing umbrella with close-fitting collar with top edge flared for approved sealant, extending a minimum of 6" over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing
 - 1. Coordinate installation of counterflashing with installation of base flashing.
 - 2. Insert counterflashing into reglets or receivers and fit tightly to base flashing.
 - 3. Extend counterflashing 6" over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with approved sealant.
 - 4. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant; interlocking folded seam or blind rivets and sealant as indicated.
- E. Roof-Penetration Flashing
 - a. Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as indicated and in compliance with the primary roofing manufacturer's written instructions.

3.07 WALL FLASHING INSTALLATION

- A. Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.



- B. Saw-Cut Reglet: Saw-cut reglet joints a minimum of 1" deep by 1/4" inch wide into masonry substrate/wall at locations indicated, assuming 1/2" stucco cladding. Adjust depth of reglet to ensure 1/2" deep reglet in masonry.

3.08 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing:
 - 1. Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with approved sealant to equipment support member.

3.09 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants, if applicable.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION



GUTTERS & DOWNSPOUTS

PART 1: GENERAL

1.01 RELATED DOCUMENTS

1.02 SECTION INCLUDES

- A. Pre-finished aluminum gutters and downspouts.
- B. Precast concrete splash pads.

1.03 REFERENCES

- A. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; Current Edition
- B. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; Current Edition

1.04 DESIGN REQUIREMENTS

- A. Conform to SMACNA Architectural Sheet Metal Manual for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.
- B. Conform to applicable code for size and method of rainwater discharge.
- C. Slope to drain. Water from downspout must be located in an area of no traffic and directed to a nearby drain.

1.05 SUBMITTALS

- A. Manufacturer's Product Data sheet.
- B. Submit determination of design rainfall intensity and calculation for gutter and downspout sizing.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation.
- B. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Pre-Finished Aluminum Sheet: ASTM B 209 (ASTM B 209M); 0.040 inch thick.
 - 1. Shop pre-coated with primer and finish coats.
 - 2. Color to match adjacent existing or as directed by OWNER.



2.02 COMPONENTS

- A. Gutters shall be "K", aka "Ogee" profile, 5 1/2" wide, .032" thick factory pre-finished seamless aluminum gutters. System features: 1/4" x 2" bracket hangers or 1/4" x 2" straps, cut miters, end caps, concealed splice joints and expansion reveals. Expansion joints shall be used on all straight runs over 40 feet, unless otherwise noted.
- B. Downspouts shall be plain Rectangular profile (non-corrugated). Factory pre-finished aluminum finish to match gutter with 2 1/4" standoff bracket to not conflict with architectural trims.
- C. Anchors and Supports shall be profiled to suit gutters and downspouts.
 - 1. Anchoring Devices shall be in accordance with CDA requirements.
 - 2. Gutters shall be properly supported by brackets or straps.
 - 3. Downspout Supports shall be brackets.
- D. Fasteners shall be of same material and finish as gutters and downspouts, with neoprene washers.

2.03 ACCESSORIES

- A. Splash Blocks to be precast concrete or Polyvinyl Chloride (PVC); secure to roof to comply with wind uplift requirements.

2.04 FABRICATION

- A. Form gutters and downspouts of profiles and size noted, and as necessary per Code drainage requirements.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories and seal watertight.

2.05 FACTORY FINISHING

- A. High performance Fluoropolymer paint coating: All components shall be pre-finished with primer and finish of Kynar 500 or Hylar 5000 or approved equal.
- B. Color shall be approved by sample by OWNER before ordering.

PART 3: EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work and verify surfaces are ready to receive work.



3.02 PREPARATION

- A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil. (Alum.) Zinc Chromate Alkyd.
- B. To prevent galvanic corrosion separate dissimilar metals with asphaltic tape.

3.03 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Join sheet metal lengths with formed seams, sealed watertight.
- C. Flash and seal gutters to downspouts and accessories.
- D. Slope gutters 1/4 inch per 20 feet.
- E. Downspouts shall not exceed 30 feet on center.

END OF SECTION



JOINT SEALANTS

PART 1: GENERAL

1.01 SUMMARY

- A. The Scope of Work of this Section is indicated in the Contract Documents, project manual and by the provisions of the 1010 Summary of Work and this Section for all sealant work called for, detailed, or reasonably implied by the Drawings and/or by these specifications, so that no leakage into the building envelope occurs.
- B. Schedule for Sealants, unless noted otherwise
 - 1. Differences in materials
 - 2. Seams and Laps in Flashing
 - 3. Penetrations
 - 4. Other locations as specified in the scope of work, as directed by ENGINEER or outlined in drawings and/or details.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Division 0 and 1 specifications apply to Work of this Section.

1.03 REFERENCE STANDARDS

- A. Materials and work shall conform to the requirements of the latest version of the following codes, specifications, and standards. Should conflicts arise between these codes, specifications, and standards, the more stringent shall apply.
 - 1. AAMA 800 - Voluntary Specifications and Test Methods for Sealants
 - 2. ACI (American Concrete Institute) publication No. 504, "Guide to Joint Sealants for Concrete"
 - 3. ASTM C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement
 - 4. ASTM C793 - Standard Test Method for Effects of Accelerated Weathering on Elastomeric Joint Sealants
 - 5. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants
 - 6. ASTM C834 - Standard Specification for Latex Sealants
 - 7. ASTM C920 - Standard Specification for Elastomeric Joint Sealants
 - 8. ASTM C1085 - Standard Specification for Butyl Rubber-Based Solvent-Release Sealant



9. ASTM C1193 - Standard Guide for Use of Joint Sealants
10. ASTM C1311 - Standard Specification for Solvent Release Sealants
11. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants
12. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants
13. SWRI - Sealant, Waterproofing and Restoration Institute, Professionals Guide

1.04 SUBMITTALS

- A. Contractor shall submit product data sheets for all products intended for use.
- B. Compatibility verification and intent to warranty from manufacturer.

1.05 QUALITY ASSURANCE

- A. Contractor shall have been successfully engaged in this type of work for not less than (5) years prior to Bid Date and shall be capable of showing successful installation similar to work required herein.
- B. Contractor shall employ only trained applicators as required by the material manufacturer for the type of work specified herein.
 1. A Trained Applicator is an experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- C. The sealant work shall be expected to be guaranteed by the Manufacturer for a minimum of (10) years.
- D. The work of this section shall be under the direction of a full-time supervisor or foreman with a minimum of (5) years' experience in the type of work involved herein.
- E. All sealant work shall be installed as indicated and specified and in accordance with manufacturer's printed instructions and shall result in completely waterproof sealed joints which are straight and true with uniform texture.
- F. Mock-ups: Construct mock-ups indicated to verify selections made to demonstrate aesthetic appearance as well as proper adhesion, and execution.
 1. Mockups, once reviewed and approved by Owner and Engineer, shall be used as a reference standard of performance throughout the project.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in sufficient quantity to assure continuity of work. Select and utilize handling equipment so as to avoid damage to materials handled and damage to other construction.
- B. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.



1.07 PROJECT/SITE CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 - 2. When joint substrates are wet due to rain, condensation, or other causes.
 - 3. When raining or rain is imminent.

1.08 WARRANTY

- A. Special warranties specified in this section shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
 - 1. Installation Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period. Warranty Period: (5) years from date of Substantial Completion.
 - 2. Manufacturer's Warranty: Warranty Period: (20) years from date of Completion to repair or replace those sealant materials that do not comply with performance and other requirements specified in this section.
- B. Special warranties noted above are exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2: PRODUCTS

2.01 GENERAL

- A. The following products and manufacturers are approved subject to the provisions of these specifications and are not intended to exclude other manufacturers with equivalent materials, systems and warranties. Where "approved substitutions" is indicated, other acceptable manufacturers may be utilized, provided their systems and warranties are equivalent in all respects and submitted for approval in accordance with these Contract Documents.

2.02 MATERIALS

- A. Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Color to match adjacent surfaces, unless otherwise indicated.



2.03 JOINT SEALANTS

- A Sealant Classification: Any sealant qualifying under this specification shall be classified per ASTM C920 (except where otherwise noted) as to type, grade, class, and use as follows:
1. Type S: A single component sealant (moisture cure)
 2. Type M: A multi-component sealant (chemical cure)
 3. Grade NS: A non-sag or gunnable sealant that permits application in joints on vertical surfaces without sagging or slumping when applied at temperatures between 40 and 122 degrees F
 4. Grade P: A pourable or self-leveling sealant that has a sufficient flow to form a smooth, level surface when applied in a horizontal joint above 40 degrees F
 5. Use T (Traffic): A sealant designed for use in joints in pedestrian and vehicular traffic areas
 6. Use NT (Non-Traffic): A sealant designed for use in joints in nontraffic areas.
 7. Use I (Liquid): A sealant designed for use in joints which are submerged continuously in a liquid
 8. Use M (Mortar): A sealant that meets the requirements of ASTM C920 when tested on mortar specimens in accordance with ASTM C719 and C794.
 9. Use G (Glass): A sealant that meets the requirements of ASTM C920 when tested on glass specimens in accordance with ASTM C719, C794 and C794 again after ultraviolet exposure through glass.
 10. Use A (Aluminum): A sealant that meets the requirements of ASTM C920 when tested on aluminum specimens in accordance with ASTM C719 and C794.
 11. Use O (Other): A sealant that meets the requirements of ASTM C920 when tested on substrates other than the standard substrates in accordance with ASTM C719 and C794

2.04 SILICONE SEALANTS

- A. Medium modulus, single component, neutral curing, non-staining, mildew resistant, non-bleeding silicone sealant.
1. +/- 50 % movement of joint width.
 2. Joints not to exceed 1" wide without ENGINEER review and approval.
- B. Applications:
1. As directed only
- C. Manufacturers
1. BASF
 2. TREMCO
 3. SIKA



- 4. Other As submitted and approved by ENGINEER
 - D. Products
 - 1. As submitted and approved by ENGINEER
- 2.05 HYBRID SEALANTS
 - A. Single component, moisture curing, gun-grade, hybrid sealant.
 - 1. +/- 50 % movement of joint width.
 - B. Applications:
 - 1. All others not silicone
 - 2. Extreme durability needed.
 - 3. Single protection use.
 - 4. Over previously existing sealant, as directed only.
 - C. Manufacturers
 - 1. BASF
 - 2. TREMCO
 - 3. SIKA
 - 4. Other As submitted and approved by ENGINEER
 - D. Products
 - 1. As submitted and approved by ENGINEER
- 2.06 JOINT-SEALANT BACKING
 - A. Provide sealant backings of material and type that are non-staining, are compatible with joint substrates, sealants, primers, and other joint fillers approved by selected manufacturer.
 - B. For joints less than 3/4", closed cell backer rod should be 1/4" larger than opening.
 - C. For joints 3/4" or larger, closed cell backer rod should be 25-30% larger than opening.
 - D. For sealant installation where backer rod is not used, bond breaker tape should be used to prevent 3-sided adhesion.
- 2.07 MISCELLANEOUS MATERIAL
 - A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant substrate tests and field tests.
 - B. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.
 - C. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants



and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants with joint substrates.

PART 3: EXECUTION

3.01 EXAMINATION

- A. This Contractor shall examine the area of work to determine that conditions are acceptable for the work of this and subsequent Sections. Report unsatisfactory conditions immediately and confirm in writing. Do not proceed until unsatisfactory conditions are corrected. All unacceptable conditions shall be corrected before work begins. The execution of work shall be construed as an acceptance of conditions by the Contractor.
- B. Joint Width: Verify joints are greater than minimum widths required by manufacturer and less than the maximum widths allowed.
 - 1. Enlarge joints to meet any minimum width requirements.

3.02 PREPARATION

- A. Perform preparation in accordance with manufacturer's instructions and ASTM C1193
- B. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 - 1. All areas to receive sealant shall be raked, cleaned and all old sealant and loose material and/or debris completely removed before any sealant work starts.
 - 2. All existing sealants and sealant patches scheduled to be removed, shall be removed to original substrate which shall be thoroughly cleaned, scraped or abraded to provide a uniform, dry, uncontaminated substrate.
 - 3. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, and surface dirt, including laitance and form-release agents from concrete.
 - 4. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil free compressed air. Porous joint surfaces include the following:
 - a. Concrete
 - b. Masonry
 - c. Unglazed surfaces of ceramic tile.
 - 5. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous surfaces include the following:



- a. Metal.
- b. Glass.
- c. Porcelain enamel.
- d. Glazed surfaces of ceramic tile.

C. Joint Priming

- 1. Prime ALL joint substrates unless otherwise recommended by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience.
- 2. Apply primer where joint sealant is to adhere in compliance with joint sealant manufacturer's instructions.
- 3. Confine primers to areas of joint-sealant bond, do not allow spillage or migration onto adjoining surfaces.
- 4. Install sealant to primed substrates after primer has cured.

D. Masking Tape

- 1. Use masking tape to prevent contact of primer and sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods used to remove primer and sealant smears.
- 2. Use masking tape where sealant application is wet sealed or difficult to achieve acceptable appearance.
- 3. To properly mask, place continuously along joint edges. Apply masking tape so it does not shift in position after placement.
- 4. Remove tape immediately after tooling without disturbing joint seal.

- E. Surfaces shall be dry before sealant is applied. Keep sufficient supply of clean rags to prevent contamination. If required, the Contractor shall call for an inspection by the sealant manufacturer of all surfaces to receive sealant, to ensure that the Warranties/Guarantees will not be voided by applying sealant on unacceptable surfaces.

3.03 INSTALLATION

- A. Comply with joint sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Install specified backer rod to avoid three side adhesion or prevent excessive sealant depth.
 - 2. Install backer rod to control the depth of the sealant.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.



D. Sealant Configuration

1. Joints less than $\frac{1}{4}$ " wide, sealant depth shall equal joint width
2. Joints over $\frac{1}{2}$ " wide, sealant depth shall be one-half the joint width but not less than $\frac{1}{4}$ "
3. Joints over 1" wide, sealant depth shall be $\frac{1}{2}$ "
4. Sealant depth is measured from top of backer rod to top of tooled sealant.
5. Do not leave gaps between ends of sealant backings.

E. Install sealants to comply with the following:

1. Provide nozzle of proper size and shape to suit joints.
2. If necessary, apply masking tape to adjacent surfaces to protect against contamination.
3. Place sealants so they directly contact and fully wet joint substrates.
4. Completely fill recesses provided for each joint configuration.
 - a. Minimum surface adhesion for fillet $\frac{1}{4}$ " each side
 - b. Minimum depth of fillet is $\frac{1}{2}$ width, not to exceed $\frac{1}{2}$ "
5. Produce uniform depths relative to joint widths that allow optimum sealant movement capability. Tool joint for crescent finish
6. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
7. Apply sealant in one continuous direction. For vertical joints, proceed from bottom to top. Force sealant into joint with the nozzle against the backer rod to avoid trapping air into the sealant.

F. Tooling of Non-sag Sealants: Comply with manufacturer's tooling method requirements.

1. Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
2. Remove excess sealants from surfaces adjacent to joint.
3. Tool sealant to force out any entrapped air and to assure adhesion to substrate
4. Provide concave joint configuration per Figure 5A in ASTM C1193, unless otherwise indicated.
5. Provide flush joint configuration, per Figure 5B in ASTM C1193, where indicated.
6. Provide recessed joint configuration, per Figure 5C in ASTM C1193, of recess depth and at locations indicated.
7. Finish surface of sealant slightly concave, smooth and free of wrinkles. In the event joints are adjacent to surfaces which are to receive coatings or sealers, complete sealant work prior to such work.



3.04 FIELD QUALITY CONTROL

- A. Report any unforeseen adverse conditions as soon as noted to ENGINEER
- B. Contractor shall cooperate with testing of installed sealant joints by removing and resealing those joints at test locations identified by the ENGINEER to establish that the installation is acceptable, without additional cost to the Owner.
- C. Provide Job Standard for appearance and installation of each sealant type approved by Owner and ENGINEER for the project to be measured.
- D. Remove and replace sealants not acceptable to ENGINEER or OWNER that do not meet job standard.

3.05 CLEANING AND PROTECTION

- A. Remove all objectionable contamination from the finished sealant.
- B. Clean off excess sealant adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- C. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of work.

END OF SECTION

Tab 4

RESOLUTION 2016-~~07~~

A RESOLUTION SETTING FORTH THE POLICY OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, COMMITTEE MEMBERS AND STAFF, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") and the officers of the Harbor Bay Community Development District ("District") are constantly presented with the necessity for making decisions regarding District policy and management;

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers is maintained at a minimum;

WHEREAS, on August 24, 1999, the District adopted Resolution 99-15, setting forth the policy of the Board with regard to the support and legal defense of the Board and District staff;

WHEREAS, on November 20, 2014, the District adopted Resolution 2015-01, which amended Resolution 99-15 to provide that Resolution 99-15 applies to Environmental Advisory Committee Members to the same extent that it applies to individual Board Supervisors; and,

WHEREAS, the Board wishes to clarify the provisions of Resolution 99-15, as amended by Resolution 2015-01, and formalize a policy with regard to the support and legal protection of the Board, its committee and its staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

1. As set forth in this Resolution, and only to the extent permitted by law, the District agrees that the following Board Supervisors, committee members and staff (together, "Indemnitees") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- a. All members of the Board;
- b. All members of the Environmental Advisory Committee; and,
- c. The District Manager and Support Personnel, Secretary, Assistant Secretaries, District Engineer, and District Legal Counsel.

2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, and other Florida law, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitees, present or former, arising out of and in the scope of the Indemnatee's employment or function, unless the Indemnatee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnatee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnatee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnatee from the performance of his or her official duties while serving a public purpose, including civil, administrative (including but not limited to professional grievances, ethics claims, etc.), or criminal actions to the extent permitted by law, and also unless the Indemnatee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Indemnitees from liability, the District is committed to doing so to the extent described in this Resolution and allowed by law.

3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnatee while performing the duties and functions of his or her position.

4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitees are each presumed to have acted within the scope of his or her office and for a public purpose, and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. In the event that the District has expended funds to provide an attorney to defend an Indemnatee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

5. To the extent permitted by law, and, again, subject to the condition that the Indemnatee did not act in bad faith, with malicious purpose, or in a manner exhibiting wanton

and willful disregard of human rights, safety, or property, the District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnatee. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

6. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnatee may either:

- a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- b. Retain legal counsel chosen by the Indemnatee, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for legal fees or disbursements;
 - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements;
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys fees awarded to the Indemnatee.

7. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy. That said, nothing herein is intended in any way to limit any rights provided by statute or by common law, and instead this Resolution shall be deemed to supplement any such rights.

8. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Indemnatee.

9. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demands or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

10. This Resolution shall not apply to actions initiated by the District against a Board Supervisor, committee member, officer, agent, staff, or employee.

11. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

12. This Resolution shall be effective upon adoption. This Resolution supersedes and replaces Resolutions 99-15 and 2015-01, and shall apply to any acts or omissions occurring before or after the adoption of this Resolution; it being understood that this Resolution is intended to clarify the provisions of Resolutions 99-15 and 2015-01, and not to remove or restrict rights provided thereunder.

PASSED AND ADOPTED this 28 day of July, 2016.

ATTEST:

HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT

M. Huber
SECRETARY/ASSISTANT SECRETARY

[Signature]
VICE CHAIRMAN

Bob Cribbs

Tab 5



ALLOY & FUSION WELDING LLC

Date

10/2/2025

QUOTE

11418 Callaway Pond Dr. Riverview, FL. 33579

Office: 813-833-0700

koconnor@alloyandfusionwelding.com

alloyandfusionwelding.com

Keywana O'Connor

CLIENT

Company(client):

Harbor Bay CDD

Address:

107 Manns Harbor Apollo Beach, FI

Phone:

813-649-3020

Email:

fieldops@mirabayclub.com

Quantity	Description	P. Unid	Total
1	Restoration for structural stairs		
	Materials:		\$2,264.00
50	Hot rolled plates 2x8x1/4 inches (Galvanized)		
24	Square bar 1/2x1/2x3ft 6 1/2in		
25	Hot rolled plates 12inx4ftx1/8 (Galvanized)		
2	Plates 11x6inx1/2 (Galvanized)		
	PlataformaStructural Material		
96ft	96ft U-channel 8inch		\$1,814.88
10ft	10ft alge 4x4x1/4		\$128.62
	Fiberglass Material		
24	Fiberglass stair treads 12inch x 4ft	\$157.00	\$3,768.00
2	Panel Fiberglass 10ftx4ft	\$1,350.00	\$2,700.00
	Delivery		\$775.00
	Manufacturing Supplies		\$750.00
1	Oxygen tank refill		
1	Acetylene tank refill		
10	Packages of metal cutting discs		
3	Packages of welding rods 7018		
	Forklift		
	Labor		\$7,500.00

Estimated time:

4-5 days.

Subtotal

\$ 19,700.50

--

Total

\$ 19,700.50

Tab 6

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**

Andrew H. Cohen

Kelly M. Fernandez*

Maggie D. Mooney*

R. David Jackson*

Daniel P. Lewis

Amy T. Farrington

* Board Certified City, County and Local Government Law

** Retired

Telephone (941) 306-4730

Facsimile (941) 306-4832

Email: dlewis@flgovlaw.com

Reply to: Venice

August 29, 2025

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
AND REGULAR U.S. MAIL

April Benton
5125 Admiral Point Drive
Apollo Beach, FL 33572

RE: Suspension of Amenities Privileges and Notice of Hearing

Attn Ms. Benton:

This firm represents the interests of Harbor Bay Community Development District ("District"). It has come to the firm's attention that you and your mother entered upon District own property and obtained security camera footage from a District owned computer without authorization. This is a violation of the District's amenities rules under Part 3, Section 4(c) - permitting the unauthorized use of a key fob or access key or otherwise that facilitates the unauthorized use of the amenities; Part 3, Section 4(h), interfering with the operation of District property; Part 3, Section 4(j) - engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, or guests; Part 3, Section 4(k) - committing, or is alleged to have committed a crime on District property that leads the District to believe the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, or guests is likely endangered.

Lakewood Ranch
6853 Energy Court
Lakewood Ranch, Florida 34240

Venice
236 Pedro Street
Venice, Florida 34285

Based upon your actions, your amenities privileges are immediately suspended until the next regularly scheduled meeting of the District as calculated under Part 3, Section 8 of the amenities rules. Your suspension will be presented to the Board of Supervisors at the District's regular monthly meeting scheduled for **October 16, 2025 at 6:00 p.m.** at 107 Manns Harbor Drive, Apollo Beach, FL 33572. You have a right to appear before the Board and offer testimony and evidence as to why the suspension should be lifted.

Respectfully,

A stylized electronic signature in blue ink, appearing to be a cursive 'D' followed by a horizontal line.

Daniel P. Lewis, Esq.
Signed electronically

Cc: Andrew Cohen, District Counsel
Lynn Hayes, District Manager
Harbor Bay Community Development District Board of Supervisors

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

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** Retired

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Email: dlewis@flgovlaw.com

Reply to: Venice

August 29, 2025

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AND REGULAR U.S. MAIL

Roxanne Benton
5125 Admiral Point Drive
Apollo Beach, FL 33572

RE: Suspension of Amenities Privileges and Notice of Hearing

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Respectfully,

A stylized, handwritten-style signature in blue ink, appearing to read 'Daniel P. Lewis'.

Daniel P. Lewis, Esq.
Signed electronically

Cc: Andrew Cohen, District Counsel
Lynn Hayes, District Manager
Harbor Bay Community Development District Board of Supervisors

Tab 7



Aquatic Services Report

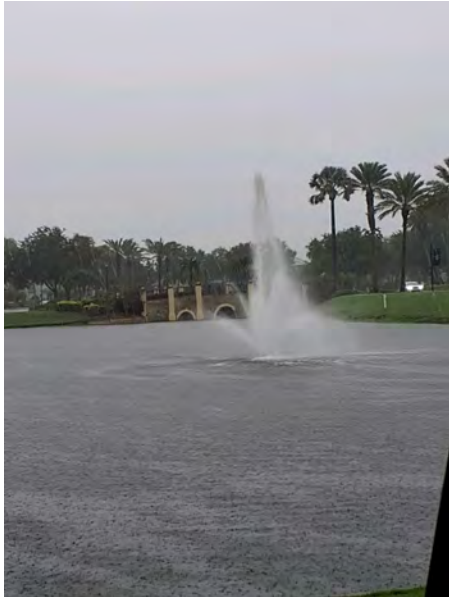
Technician

Randy Mitchell

Job Details

Service Date	8/25/2025
Customer	Harbor Bay CDD / MiraBay Club
Weather Conditions	Rainy
Wind	SW 6mph
Temperature	84
Multiple Sites Treated	No
Pond Number	South Fountain
Service Performed	Cleaning & Inspection (Fountains/Aeration)
Work Performed	☒ Fountain / Aeration
Equipment Used	☒ Other
Water Level	Normal
Restrictions	None
Observations/Recommendations	Cleaned fountain. Also had to replace motor time clock. Fountain back to normal operation.
Pictures	

Aquatic Services Report





Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date	9/3/2025
Customer	Harbor Bay CDD
Weather Conditions	Sunny
Wind	N 5mph
Temperature	93
Multiple Sites Treated	Yes



Ponds Treated Information

Repeatable - 1 Count

1 of 1

Pond Numbers	North and South Fountain
Service Performed	Cleaning & Inspection (Fountain/Aeration
Water Level	Normal
Observations/Recommendations	Pulled both fountains onto shore. We scrapped the mussels and barnacles off the fountain. We then painted fountains with anti fouling paint to help slow down mussel and barnacle growth.

Pictures

Aquatic Services Report





Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date	9/3/2025
Customer	Harbor Bay CDD
Weather Conditions	Sunny
Wind	N 5mph
Temperature	93
Multiple Sites Treated	Yes



Ponds Treated Information

Repeatable - 1 Count

1 of 1

Pond Numbers	North and South Fountain
Service Performed	Cleaning & Inspection (Fountain/Aeration
Water Level	Normal
Observations/Recommendations	Pulled both fountains onto shore. We scrapped the mussels and barnacles off the fountain. We then painted fountains with anti fouling paint to help slow down mussel and barnacle growth.

Pictures

Aquatic Services Report



Tab 8



Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date

8/11/2025

Customer

Harbor Bay CDD / MiraBay Club

Weather Conditions

Sunny

Wind

SE 10

Temperature

85

Multiple Sites Treated

Yes



Ponds Treated Information

Repeatable - 3 Count

1 of 3

Pond Numbers

All

Service Performed

Treatment

Work Performed

☒ Grasses

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

Nonr

Observations/Recommendations

Treated sites for invasive vegetation growth as needed

2 of 3

Pond Numbers

6, 8

Service Performed

Treatment

Work Performed

☒ Submersed

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

14 days



Aquatic Services Report

Observations/Recommendations

Treated sites for hydrilla

3 of 3

Pond Numbers

8, 10, 22

Service Performed

Treatment

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

3 days

Observations/Recommendations

Treated sites for filamentous algae



Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date	8/25/2025
Customer	Harbor Bay CDD / MiraBay Club
Weather Conditions	Rainy
Wind	SW 6mph
Temperature	82
Multiple Sites Treated	Yes



Ponds Treated Information

Repeatable - 1 Count

1 of 1

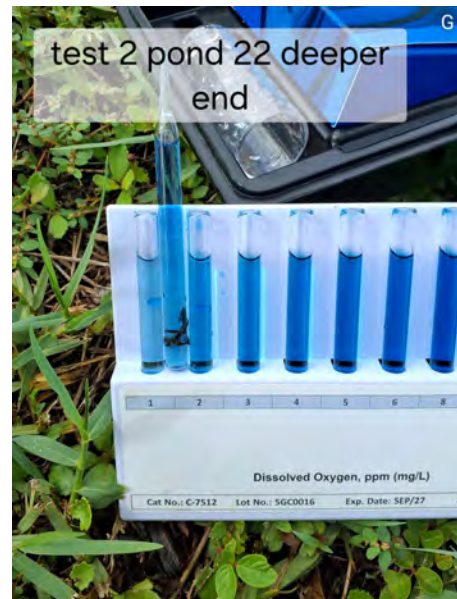
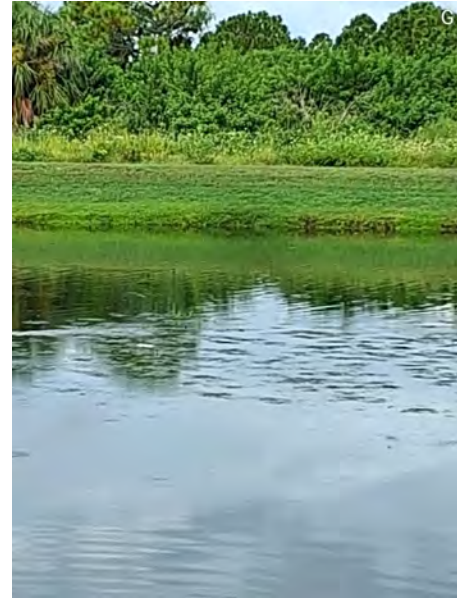
Pond Numbers	All
Service Performed	Treatment
Work Performed	☒ Grasses
Equipment Used	☒ ATV/UTV
Water Level	Normal
Restrictions	None

Observations/Recommendations

Treated sites for invasive vegetation growth as needed. Did not treat algae or under water growth due to excessive rain. Added pictures of pond 22 found approximately 7 dead fish (bass and tilapia). Did (2) dissolved oxygen tests and found oxygen to be low (pictures attached). Suggested to Dustin, our on-site contact and aeration system for pond.

Pictures

Aquatic Services Report





Blue Water Aquatics, Inc.

Aquatic & Environmental Services

5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 2
Monday, August 25, 2025
12:06:29 PM

Order report

Service details

Technician:

Randy Mitchell

Client:

Harbor Bay CDD / MiraBay Club

Service Date

8/25/2025

Request Warranted

Yes

Action Taken

Approximately 7 dead fish. Did dissolved oxygen tests and found oxygen to be low. Talked to on-site contact Dustin and suggested an aeration system. He will talk it over with Joel. Pictures attached.

Service Date

8/25/2025

Customer

Harbor Bay CDD / MiraBay Club

Weather Conditions

Rainy

Wind

SW 6mph

Temperature

84

Multiple Sites Treated

No

Pond Number

22

Service Performed

Inspection

Work Performed

☒ Other

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

None

Observations/Recommendations

Suggested aeration system

Pictures:

Order report



Chris Thompson

Blue Water Aquatics, Inc.

Aug 30, 2025 | 19 Photos



Mira Bay / Harbor Bay CDD

Monthly Aquatics Report



August

As of August 28, 2025, Hillsborough County has recorded approximately 9.75 inches of rainfall month-to-date, surpassing the historical August average of 8.47 inches by about 1.28 inches ([National Weather Service](#)). In terms of climate norms, the county typically sees average high temperatures of around 91 °F and average low temperatures near 76 °F during August ([Time and Date](#)).



2

Treated:

- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



25

Treated:

- Grasses
- Brush
- Algae
- Floating
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



24

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



23

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



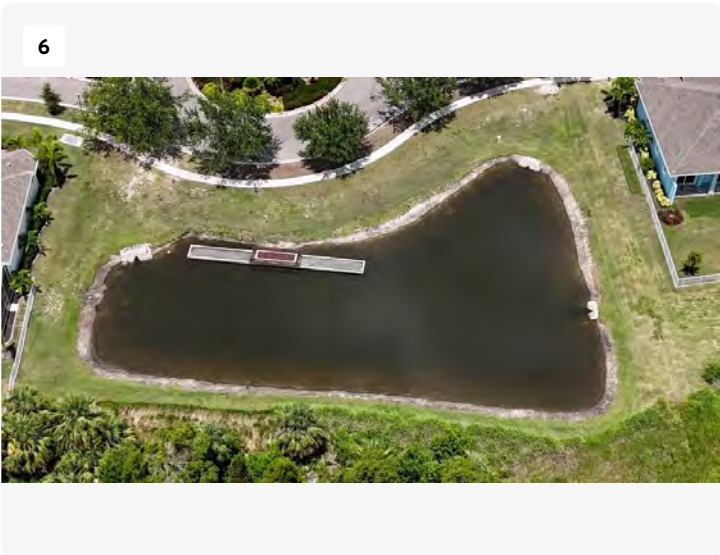
21

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



20

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson

7



18

Treated:

- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

8



19

Treated:

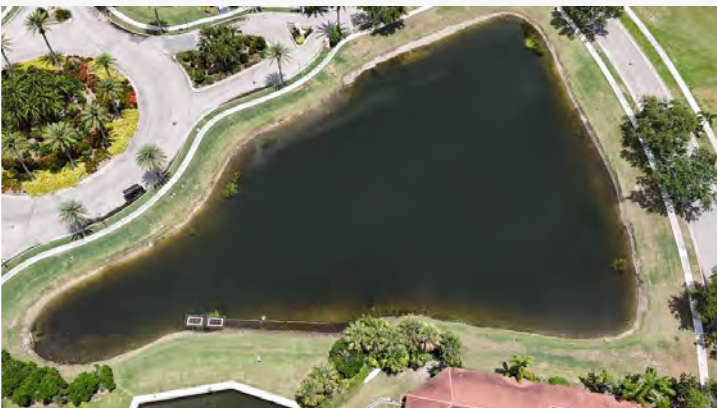
- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

9



16

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

10

**17&15****Treated:**

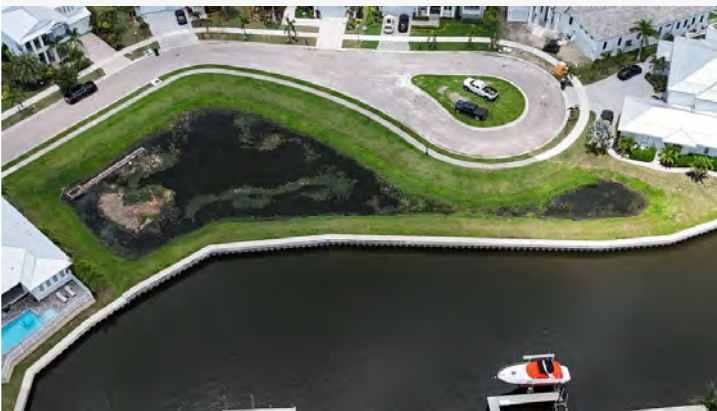
- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

11

**14****Treated:**

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

12

**11****Treated:**

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson



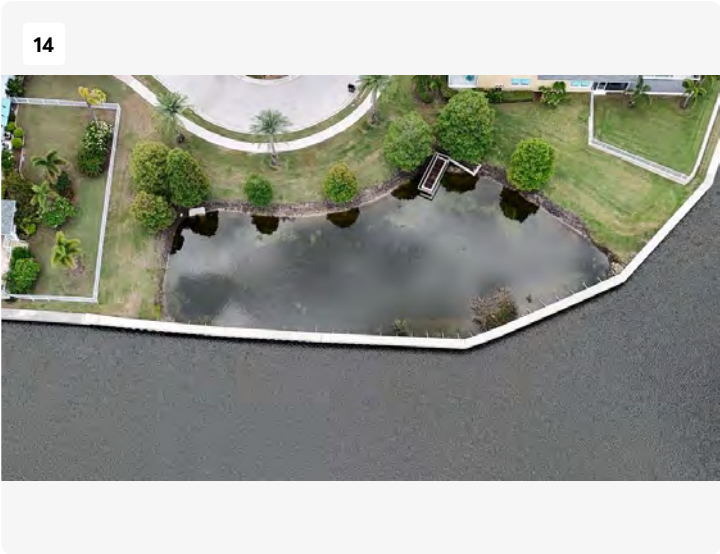
12

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



13

Treated:

- Grasses
- Brush
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



9

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson

16



4

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

17



6

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

18



5

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson



22

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date

9/10/2025

Customer

Harbor Bay CDD

Weather Conditions

Cloudy

Wind

NE 6mph

Temperature

88

Multiple Sites Treated

Yes



Ponds Treated Information

Repeatable - 5 Count

1 of 5

Pond Numbers

All

Service Performed

Treatment

Work Performed

☒ Grasses

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

None

Observations/Recommendations

Treated sites for invasive vegetation growth as needed

2 of 5

Pond Numbers

6, 8

Service Performed

Treatment

Work Performed

☒ Submersed

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

14 days

Aquatic Services Report

Observations/Recommendations

Treated sites for hydrilla

3 of 5

Pond Numbers

8

Service Performed

Treatment

Work Performed

☒ Floating

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

14 days

Observations/Recommendations

Treated site for duckweed

4 of 5

Pond Numbers

8

Service Performed

Treatment

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

3 days

Observations/Recommendations

Treated site for filamentous algae

5 of 5

Pond Numbers

Pond 22

Service Performed

Inspection

D/Oxygen

Low

Water Level

Normal

Observations/Recommendations

Noticed dead fish upon arrival. With low dissolved Oxygen levels we recommend aeration be installed in this pond.

Pictures

Aquatic Services Report





Aquatic Services Report

Technician

Randy Mitchell

Job Details

Service Date

9/25/2025

Customer

Harbor Bay CDD

Weather Conditions

Sunny

Wind

SSE 4mph

Temperature

90

Multiple Sites Treated

Yes



Ponds Treated Information

Repeatable - 4 Count

1 of 4

Pond Numbers

All

Service Performed

Treatment

Work Performed

☒ Grasses

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

None

Observations/Recommendations

Treated sites for invasive vegetation growth as needed

2 of 4

Pond Numbers

8

Service Performed

Treatment

Work Performed

☒ Submersed

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

14 days

Aquatic Services Report

Observations/Recommendations

Treated site for hydrilla

3 of 4

Pond Numbers

8, 29, 30, 31, 32

Service Performed

Treatment

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

3 days

Observations/Recommendations

Treated sites for filamentous algae

4 of 4

Pond Numbers

4

Service Performed

Treatment

Work Performed

☒ Floating

Equipment Used

☒ ATV/UTV

Water Level

Normal

Restrictions

14days

Observations/Recommendations

Treated site for duckweed

Chris Thompson

Blue Water Aquatics, Inc.

26 Photos



Mira Bay / Harbor Bay CDD

Monthly Aquatics Report



September

Recent Rainfall & Weather (Month to Date)

- According to the Southwest Florida Water Management District, Hillsborough County has seen significantly below-normal rainfall so far this month. The provisional summary shows about 1.05 inches of rain, compared to a historical monthly average of around 6.87 inches, meaning we're at roughly 15% of normal for this time period.
- Tampa and Hillsborough weather-climatology data indicate that early September tends to still carry quite a bit of the wet season's moisture (i.e. tropical moisture, daily thunderstorms, etc.), but the current deficits suggest a drying trend already underway.

How Stormwater Ponds Have Been Affected

- Low input volumes / pond levels dropping: Because rainfall is well below average, stormwater ponds are receiving less runoff. This means water levels are lower than usual, which can reduce their capacity to buffer sudden rain events. Some ponds may be nearing a point where inflow cannot replenish what's lost to evaporation, seepage, or intentional discharge.
- Water quality changes: Lower volumes of water mean less dilution of pollutants. Runoff that does enter ponds (especially after light rains) can bring in nutrients, sediments, and debris that concentrate more in smaller volumes. Also, lower water depths can lead to higher water temperatures, which can exacerbate algal growth and reduce dissolved oxygen.
- Sedimentation and exposure: Some pond bottoms that might normally be submerged are now exposed or more shallow, which can lead to more sediment drying, compaction, or even cracking. Shoreline plants may also experience stress (or die back) during these lower water levels, reducing shoreline stabilization and increasing vulnerability to erosion when heavy rain returns.

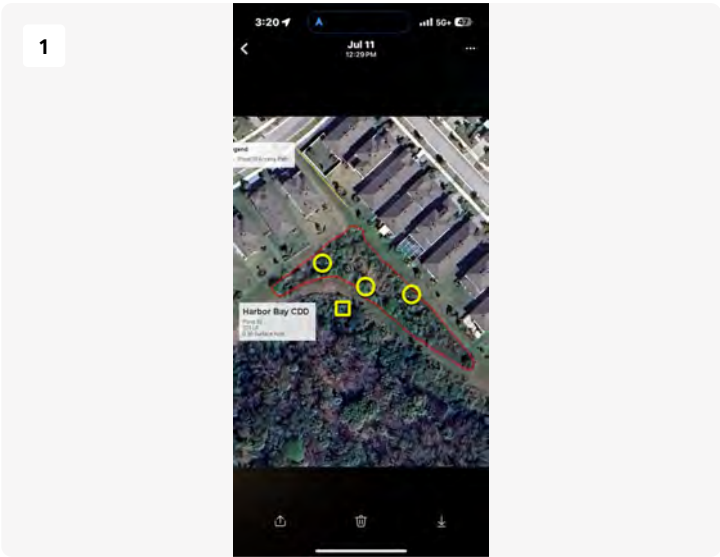
Animal Activity & Ecological Impacts

- As ponds get shallower and warmer, you're likely to see more activity from amphibians and reptiles such as frogs, toads, turtles, and perhaps snakes, especially near pond edges and shallow zones. These animals often take advantage of warmer, shallow water to feed and breed (if water remains).
- Fish stress: Fish in smaller, warmer, lower-oxygen ponds may show signs of stress; some species that are less tolerant of low dissolved oxygen may decline, while more tolerant species (e.g. carp, certain catfish) may dominate.
- Birds and other wildlife that depend on ponds—waterfowl, wading birds, and even some mammals—may have less reliable water availability, less food (if aquatic invertebrate populations decline due to poor water quality), or may need to travel further.
- Insects: Mosquitoes often lay eggs in standing shallow water; with more shallow margins and less

flow, some ponds may become better breeding grounds unless managed or disturbed.

What Fall Will Bring, and How It Will Affect Stormwater Ponds As fall progresses, several shifts are likely:

- Rain patterns changing: Fall in Hillsborough typically brings a decrease in daily thunderstorms and summer convection, with fewer, but sometimes heavier, rain events. There may be occasional tropical systems or remnants that bring intense rainfall. Overall, average rainfall declines.
- Temperature drops: Nights will start to get cooler, daytime highs will moderate. Water temperatures in ponds will gradually decline, which can help with dissolved oxygen levels and reduce thermal stress on aquatic species.
- Lower evaporative loss: With less intense sun and lower temperatures, evaporation from pond surfaces will slow, helping to conserve water volumes in ponds.
- Vegetation changes: Aquatic and shoreline plants may slow growth; some species may die back. Leaves from surrounding trees will begin falling, which can introduce organic matter to ponds. This leaf litter can fuel microbial activity, possibly resulting in oxygen drawdown (as microbes decompose the organic matter), or contribute to nutrient loading if decomposition is rapid.
- Wildlife behavior shifts: Many species will begin preparing for winter (or the cooler season) – migration, hibernation, reduced activity. Some amphibians may lay final egg masses; others may seek wetter microhabitats. Birds may use ponds more for foraging as insects shift.
- Stormwater pond maintenance concerns: With lower flows, clogging of inlet/outlet structures from debris (fallen leaves, sediment) becomes more likely. Sediment that has built up during the wetter months could now be more exposed or compacted. If heavy rains come after dry spells, sudden runoff can produce flash events that erode pond banks or overtop structures if capacity hasn't been maintained.



Pond 33 clean out and tree removal went very well. All tree were mulched on site without issue and all 4 water control structures were uncovered.

Project: The Mirabay Club
Creator: Chris Thompson



Looking east

Project: The Mirabay Club
Creator: Chris Thompson



Looking west

Project: The Mirabay Club
Creator: Chris Thompson



Mitered end 1 of 3

Project: The Mirabay Club
Creator: Chris Thompson



Mitered end 2 of 3

Project: The Mirabay Club
Creator: Chris Thompson



Mitered end 3 of 3
Was under water, but you can see the top edge.

Project: The Mirabay Club
Creator: Chris Thompson



Water control structure in adjacent wetland. This WCS is tied into pond 33.

Project: The Mirabay Club
Creator: Chris Thompson



25

Treated:

- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



24

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson

10



Project: The Mirabay Club
Creator: Chris Thompson

23
Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

11



Project: The Mirabay Club
Creator: Chris Thompson

21
Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

12



Project: The Mirabay Club
Creator: Chris Thompson

20
Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.



18

Treated:

- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



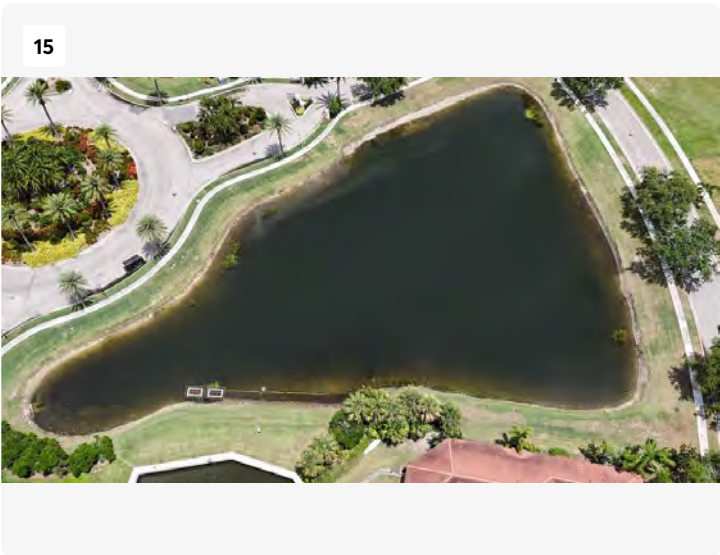
19

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



16

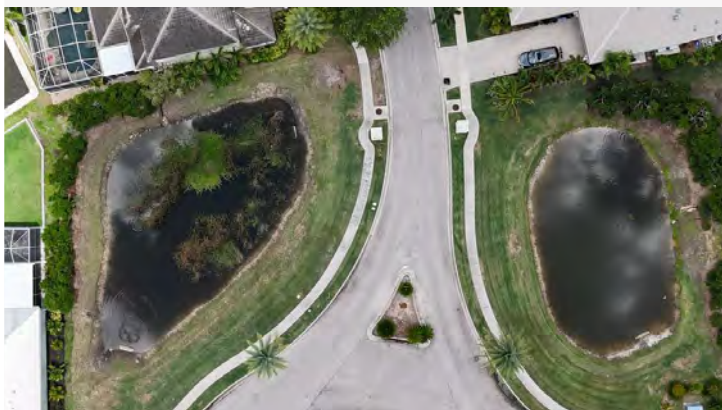
Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson

16



17&15

Treated:

- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

17



14

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

18



11

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson



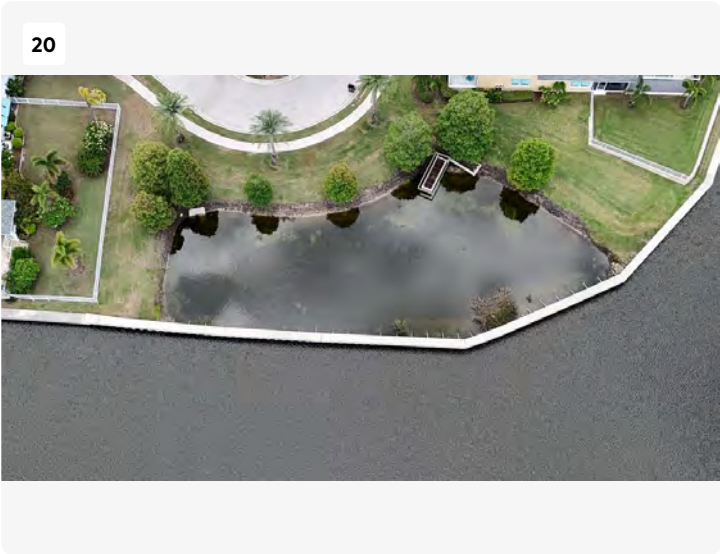
12

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



13

Treated:

- Grasses
- Brush
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



9

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



4

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



6

Treated:

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



5

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



22

Treated:

- Grasses
- Brush
- Algae
- Submersed

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson



2

Treated:

- Grasses
- Brush
- Algae
- Floating

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club
Creator: Chris Thompson

Tab 9



Aquatic Services Report

Technician

Chris Thompson

Job Details

Service Date	9/22/2025
Customer	Harbor Bay CDD
Weather Conditions	Sunny
Wind	Nil
Temperature	92
Multiple Sites Treated	No
Pond Number	33
Service Performed	Special Services
Work Performed	☒ Special Service Agreement
Equipment Used	☒ Skiff ☒ Other
D/Oxygen	N/A
Water Level	Low
Restrictions	None
Observations/Recommendations	Mulched trees and brush within the pond per service agreement. Cleared out three mitered ends to restore flow. Cleared brush from water control structure in wetland adjacent to pond 33. Mulch needs to remain on the banks to prevent erosion. Grass will spread down the banks and take root with time. The pond is beginning to hold water and will need to be added to the maintenance contract.
Pictures	

Aquatic Services Report



Mitered end 1 of 3



Mitered end 2 of 3

Aquatic Services Report



Mitered end 3 of 3. Mitered end under water.

Tab 10



Amendment to the Aquatic Management Agreement

This Amendment (“**Amendment**”) to the Aquatic Maintenance Agreement is entered into and made effective as of November 1, 2025, by and between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **Harbor Bay CDD** (hereinafter the “Customer”), c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 and hereby amends the Aquatic Maintenance Agreement originally dated August 6, 2024.

Background Information

Blue Water Aquatics and the Customer entered into the original Aquatic Maintenance Agreement dated August 6, 2024 (the “Agreement”). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement.

WHEREAS, the Parties wish to revise the scope of services to reflect the addition of one pond;

WHEREAS, the Parties also agree to adjust the contract price in accordance with the changes in services;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Addition of Pond 33:** Customer wishes to add previously omitted pond to the regular pond maintenance service agreement.

2. **Adjustment to Compensation:** Due to the changes in service locations, the monthly maintenance fee shall be adjusted as follows:

Previous Monthly Rate: \$3,075.00/month; \$36,900.00/Annualized

New Monthly Rate: \$3,140.00/month; \$37,680.00/Annualized (does not reflect any previously submitted amendments that have not been approved at this time).

This rate adjustment reflects the twice monthly aquatic and once a month fountain services.

3. **Remainder of Agreement Unchanged:** All other terms and conditions of the original Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.



Chris Thompson, President
Blue Water Aquatics, Inc.

Customer Signature

Printed Name & Title

10/03/2025
Date

Date

HARBOR BAY CDD POND 33 ADDITION

<u>BWA</u> <u>POND#</u>	<u>HARBOR</u> <u>BAY #</u>	<u>LINEAR</u> <u>FEET</u>	<u>SURFACE ACRES</u> <u>@ NWL</u>	<u>SUMP</u> <u>ACRES</u>	<u>LITTORAL</u> <u>SHELF</u>
33	Drainage Easement Pond	721	0.30	N/A	N/A
Total		721	0.30	0.00	0.00

SITE MAP



Harbor Bay CDD - WWM & Fountain Maint Contract Ammendment 10-03-2025

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652

Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

Tab 11



M E M O R A N D U M

TO: Harbor Bay Community Development District

FROM: Bradley S. Foran, P.E.

DATE: 9/29/2025

RE: Engineer's Report – October 16, 2025 CDD Meeting

US 41 and Villemaire Rd Survey: The survey was received with elevations. We believe the best course of action is to regrade the areas to allow for better drainage. Survey Attached.

454 Islebay – upland wall erosion: A site was conducted after a resident complained of erosion at his upland wall. At the site visit, we notated that there was significant erosion across the street in the common area as well. Both erosion sites correspond with the location of the stormwater drain. We recommend camera investigation of the stormwater drain to ensure that it has not been damaged, which would cause water drainage to flow into the soil and could possibly be the cause of the erosion issues. Report attached.

5703 Tybee Island – Dustin Baker: It was notated by Hecker Construction that the electric lines for the dock at 5703 Tybee Island will need to be moved to pour the new seawall cap for the seawall repair at 5701 Tybee. We obtained an estimate for the electric to be moved. Estimate under separate cover.

Roofing Scope of Work: attached

Dock and Lift Applications:
1070 Signet Drive
5717 Tybee Island Drive
5316 Loons Nest

Tab 12

Exhibit D

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: 1070 Signet Drive, Apollo Beach FL 33672), at the following location:

Construct a 4' W x 8' walkway out to a 4' W X 30' L dock. Dock will be built with wood piles and synthetic decking and will

have a 20k Hurricane boat lift Installed at the end of the dock.

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 patricia.comings-thibault@dpfg.com, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321)263-0132. 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.

RECEIVED

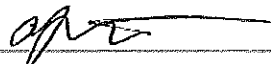
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I understand and agree as follows:

- 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: Nicholas parrot	Date: 7/17/25
Address: 1070 Signet Drive, Apollo Beach FL 33572	
City / State / Zip: Apollo Beach, FL 33572	
Phone Number: 443-618-8032	

Contractor Signature: 	
Contractor Name: Joseph P Vath	Date: 7/17/25
Address: 905 Apollo Beach Blvd	
City / State / Zip: Apollo Beach, FL 33572	
Phone Number: 813-645-3625	

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 notify the District Manager.

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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 _____

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Exhibit 1

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
250 International Parkway, Suite 280, Lake Mary, Florida 32746
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) Nicholas Parrot
Lot Street Address Lot #82, 1070 Signet Drive
City, State and Zip Code Apollo Beach, FL 33572
Phone Number 443-618-8032
Lot Tax Folio Number 054191-2714

For Lifts being installed, please identify:

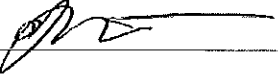
Contractor Name and License Number Joseph P Vath #SCC131151418

Contractor Phone Number 813-645-3625

(Attach Certificate of Insurance from Contractor)

Expected Start Date: 7/17/25 Expected Completion Date: 12/31/25

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: 7/17/2025
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 notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

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HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
250 International Parkway, Suite 280, Lake Mary, Florida 32746
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) Nicholas Parrot
Lot Street Address Lot #82, 1070 Signal Drive
City, State and Zip Code Apollo Beach, FL 33572
Phone Number 813-499-9401
Lot Tax Folio Number 054191-2714

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

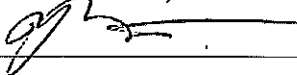
Contractor Name and License Number Robert Wade Electric #

Contractor Phone Number 813-770-8660

(Attach Certificate of Insurance from Contractor)

Expected Start Date: 7/17/25 Expected Completion Date: 12/31/2025

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: 7/17/25
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 notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)

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

(This space reserved for Clerk)

District Counsel, Harbor Bay CDD
HOPPING GREEN & SAMS PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel ID for Property: U-29-31-19-C7Y-000000-00090.0

**LICENSE AGREEMENT
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) ("Agreement") is entered into as of this 17
day of July, 20 25, 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

Nicholas Parrot and 1046 Signet Drive, Apollo Beach, FL 33572
(together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 82, Block 0, as per the plat ("Plat") identified as C7Y | MARISOL POINTE and
recorded in Plat Book 142, Pages 57 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;

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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 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.

3. **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 setback 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.

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

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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.

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, agents and representatives of the foregoing, 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.

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]

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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]
Luis Plata
Print Name

Owner

By: [Signature]
Nicholas Parrott

By: [Signature]
Robert C Adams III
Print Name

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of July, 2025 by Nicholas Parrott He/she ☒ is personally known to me or ☐ produced as identification.

[Signature]
NOTARY PUBLIC



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

[Signatures continue on following page]

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[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

By: [Signature]
 LUIS BLAZER
Print Name

Owner

By: [Signature]
 Nicholas Parrott

By: [Signature]
 Robert C Adams III
Print Name

STATE OF FLORIDA)
COUNTY OF Hillsborough ;

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
[] online notarization this 17 day of July, 2025, by Nicholas Parrott. He/
she ☒ is personally known to me or [] produced _____ as
identification.



[Signature]
NOTARY PUBLIC

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

[Signatures continue on following page]

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AUG 25 2025
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This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

District Counsel, Harbor Bay CDD
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel ID for Property: U-29-31-19-C7Y-000000-00090.0

**LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)**

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 17 day of July, 20 25, 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

Josiah Varner and 1046 Signet Drive, Apollo Beach, FL
(together, "**Owner**"), the fee simple owners of the "**Property**" identified as:

Lot 90, Block 0, as per the plat ("Plat") identified as C7Y | MARISOL POINTE, and recorded in Plat Book 142, Pages 57 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

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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 is 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, 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.

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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]

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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]*
Louis Plater
Print Name

Owner

By: *[Signature]*
Nicholas Parrott

By: *[Signature]*
Robert C Adams
Print Name

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of July, 2025 by Nicholas Parrott. He/she ☒ is personally known to me or ☐ produced as identification.



[Signature]
Mary Hope Vath

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

[Signatures continue on following page]

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

Witnesses:

By: [Signature]
Luis Plata

Print Name

Owner

By: [Signature]
Nicholas Perrott

By: [Signature]
Robert L. Adams III

Print Name

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 17 day of July, 2025 by Nicholas Perrott He/ she ☒ is personally known to me or ☐ produced as identification.



[Signature]
Mary Hope Vath

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

[Signatures continue on following page]

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NO.	RADIUS	COLA	ARC	COR2	DEGRAC
1	315.00	772.500	324.38	1100.21	5.5901145°W
2	330.00	676.141	324.35	1081.55	5.5901145°W
3	345.00	581.191	323.85	1064.74	5.5911945°W
4	360.00	487.350	323.05	1050.55	5.5911945°W
5	375.00	395.135	322.45	1038.55	5.5911945°W
6	390.00	304.135	321.65	1028.45	5.5911945°W
7	405.00	214.950	320.65	1019.95	5.5911945°W
8	420.00	127.165	319.45	1012.95	5.5911945°W
9	435.00	41.380	318.05	1007.45	5.5911945°W
10	450.00	-42.805	316.45	1003.45	5.5911945°W
11	465.00	-138.390	314.65	1000.95	5.5911945°W
12	480.00	-235.165	312.65	1000.05	5.5911945°W
13	495.00	-332.950	310.45	1000.75	5.5911945°W
14	510.00	-431.735	308.05	1003.15	5.5911945°W
15	525.00	-530.520	305.45	1007.35	5.5911945°W
16	540.00	-629.305	302.65	1013.45	5.5911945°W
17	555.00	-728.090	299.65	1021.55	5.5911945°W
18	570.00	-826.875	296.45	1031.75	5.5911945°W
19	585.00	-925.660	293.05	1044.15	5.5911945°W
20	600.00	-1024.445	289.45	1058.75	5.5911945°W
21	615.00	-1123.230	285.65	1075.65	5.5911945°W
22	630.00	-1222.015	281.65	1094.95	5.5911945°W
23	645.00	-1320.800	277.45	1116.75	5.5911945°W
24	660.00	-1419.585	273.05	1141.15	5.5911945°W
25	675.00	-1518.370	268.45	1168.25	5.5911945°W
26	690.00	-1617.155	263.65	1208.15	5.5911945°W
27	705.00	-1715.940	258.65	1260.95	5.5911945°W
28	720.00	-1814.725	253.45	1326.75	5.5911945°W
29	735.00	-1913.510	248.05	1405.65	5.5911945°W
30	750.00	-2012.295	242.45	1507.75	5.5911945°W
31	765.00	-2111.080	236.65	1634.15	5.5911945°W
32	780.00	-2209.865	230.65	1785.95	5.5911945°W
33	795.00	-2308.650	224.45	1963.35	5.5911945°W
34	810.00	-2407.435	218.05	2167.45	5.5911945°W
35	825.00	-2506.220	211.45	2409.35	5.5911945°W
36	840.00	-2605.005	204.65	2690.15	5.5911945°W
37	855.00	-2703.790	197.65	3011.05	5.5911945°W
38	870.00	-2802.575	190.45	3383.15	5.5911945°W
39	885.00	-2901.360	183.05	3817.65	5.5911945°W
40	900.00	-3000.145	175.45	4325.75	5.5911945°W
41	915.00	-3098.930	167.65	4918.55	5.5911945°W
42	930.00	-3197.715	159.65	5607.15	5.5911945°W
43	945.00	-3296.500	151.45	6403.65	5.5911945°W
44	960.00	-3395.285	143.05	7330.15	5.5911945°W
45	975.00	-3494.070	134.45	8408.75	5.5911945°W
46	990.00	-3592.855	125.65	9661.65	5.5911945°W
47	1005.00	-3691.640	116.65	11100.95	5.5911945°W
48	1020.00	-3790.425	107.45	12849.75	5.5911945°W
49	1035.00	-3889.210	98.05	14900.15	5.5911945°W
50	1050.00	-3987.995	88.45	17275.25	5.5911945°W
51	1065.00	-4086.780	78.65	20000.15	5.5911945°W
52	1080.00	-4185.565	68.65	23101.75	5.5911945°W
53	1095.00	-4284.350	58.45	26605.15	5.5911945°W
54	1110.00	-4383.135	48.05	31511.75	5.5911945°W
55	1125.00	-4481.920	37.45	37837.65	5.5911945°W
56	1140.00	-4580.705	26.65	45693.15	5.5911945°W
57	1155.00	-4679.490	15.65	55188.35	5.5911945°W
58	1170.00	-4778.275	4.45	66433.15	5.5911945°W
59	1185.00	-4877.060	-6.75	79537.65	5.5911945°W
60	1200.00	-4975.845	-18.05	94601.75	5.5911945°W
61	1215.00	-5074.630	-29.25	111725.35	5.5911945°W
62	1230.00	-5173.415	-40.25	131009.55	5.5911945°W
63	1245.00	-5272.200	-51.05	152553.35	5.5911945°W
64	1260.00	-5370.985	-61.65	176456.75	5.5911945°W
65	1275.00	-5469.770	-72.05	202819.75	5.5911945°W
66	1290.00	-5568.555	-82.25	231742.35	5.5911945°W
67	1305.00	-5667.340	-92.25	263324.55	5.5911945°W
68	1320.00	-5766.125	-102.05	307666.35	5.5911945°W
69	1335.00	-5864.910	-111.65	364867.75	5.5911945°W
70	1350.00	-5963.695	-121.05	435028.75	5.5911945°W
71	1365.00	-6062.480	-130.25	519249.35	5.5911945°W
72	1380.00	-6161.265	-139.25	618629.55	5.5911945°W
73	1395.00	-6260.050	-148.05	734269.35	5.5911945°W
74	1410.00	-6358.835	-156.65	867168.75	5.5911945°W
75	1425.00	-6457.620	-165.05	1018427.75	5.5911945°W
76	1440.00	-6556.405	-173.25	1198047.35	5.5911945°W
77	1455.00	-6655.190	-181.25	1407127.55	5.5911945°W
78	1470.00	-6753.975	-189.05	1646667.35	5.5911945°W
79	1485.00	-6852.760	-196.65	1917666.75	5.5911945°W
80	1500.00	-6951.545	-204.05	2221125.75	5.5911945°W
81	1515.00	-7050.330	-211.25	2659045.35	5.5911945°W
82	1530.00	-7149.115	-218.25	3242425.35	5.5911945°W
83	1545.00	-7247.900	-225.05	3982265.35	5.5911945°W
84	1560.00	-7346.685	-231.65	4898565.35	5.5911945°W
85	1575.00	-7445.470	-238.05	5999325.35	5.5911945°W
86	1590.00	-7544.255	-244.25	7292545.35	5.5911945°W
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88	1620.00	-7741.825	-256.05	10592165.35	5.5911945°W
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97	1755.00	-8630.890	-299.25	53742125.35	5.5911945°W
98	1770.00	-8729.675	-303.05	65699965.35	5.5911945°W
99	1785.00	-8828.460	-306.65	79928305.35	5.5911945°W
100	1800.00	-8927.245	-310.05	96626145.35	5.5911945°W

21011 CHENET, WIND

IT 5 OF 12 SHEETS

SHEET 5 OF 12 SHEETS

The Wetland Conservation/Wetland Preservation App. shall be retained in a natural state pursuant to Hillsborough County, FL, and Development Code (DOC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 11, Rules of the Hillsborough County Environmental Protection Commission. In addition, a setback from any Wetland Conservation App. is required and shall conform to the provisions stipulated within the Land Development Code.

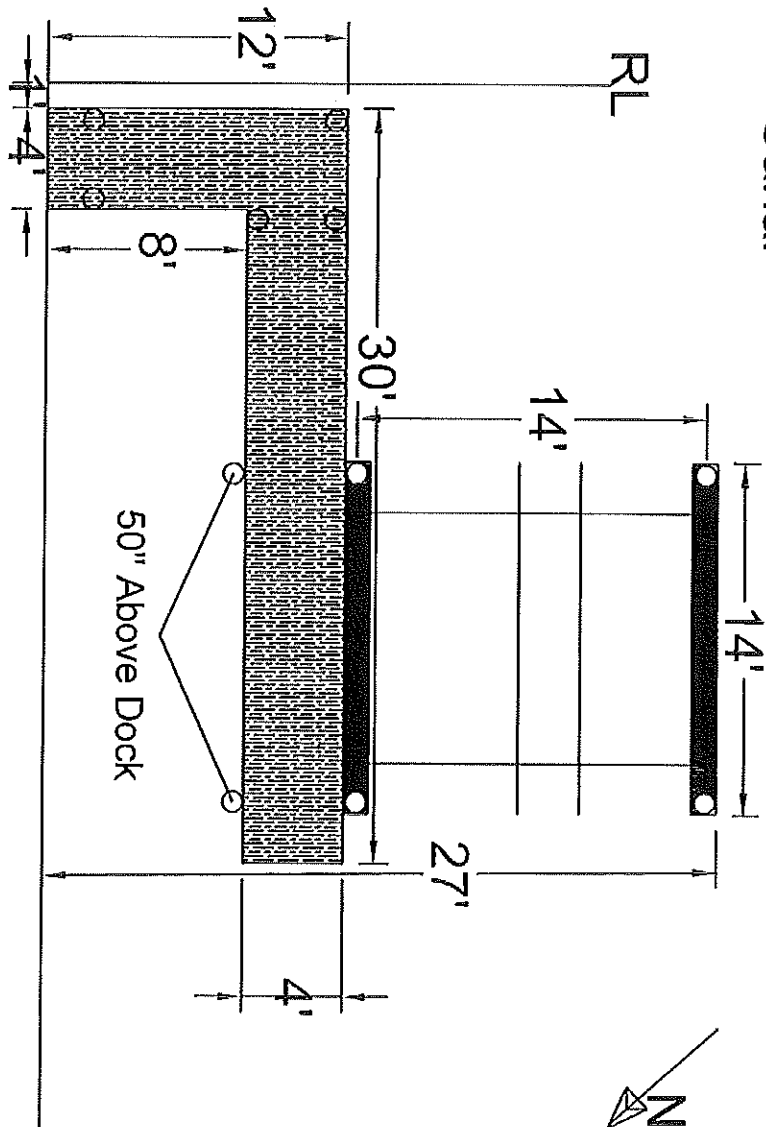
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
166	1,100.00	03°24'43"	71.50°	71.60°	N.62°07'31"W
167	1,100.00	05°25'31"	58.96°	58.93°	N.62°07'31"W
168	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
169	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
170	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
171	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
172	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
173	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
174	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
175	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
176	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
177	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
178	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
179	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
180	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
181	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
182	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
183	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
184	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
185	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
186	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
187	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
188	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
189	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
190	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
191	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
192	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
193	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
194	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
195	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
196	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
197	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
198	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
199	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W
200	1,100.00	03°25'31"	68.96°	68.93°	N.62°07'31"W

- Symbols — indicates (P.S.W.) Permanent Reference Monument
 4.3.4. Concrete Monument "LB7778", unless otherwise noted
 Symbols — indicates (P.S.W.) Concrete Monument
 Nail and Brass Disk "LB7778 PSM" in Concrete Seawall Cap.
 Symbols — indicates (P.C.P.) Permanent Control Point "LB7778-"
 (R) — indicates radial line
 (NR) — indicates non-radial line
 RB — Reference Bearing
 O/S — Official Records Book
 O/S — Official Records Book
 E.P.C.N.C. — Environmental Protection Commission of
 Hillsborough County Wetland Line
 C.W.C.A.S.L. — Wetland Conservation Area Seaback Line
 1. (D.D.) — Harbor Bay Community Development District
 T.B.E. — Tieback Easement

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133' Across Canal



Applicant's Name: NICHOLAS PARROTT
1070 SIGNET DRIVE
APOLLO BEACH, FL 33572
Mailing Address: LOT #82

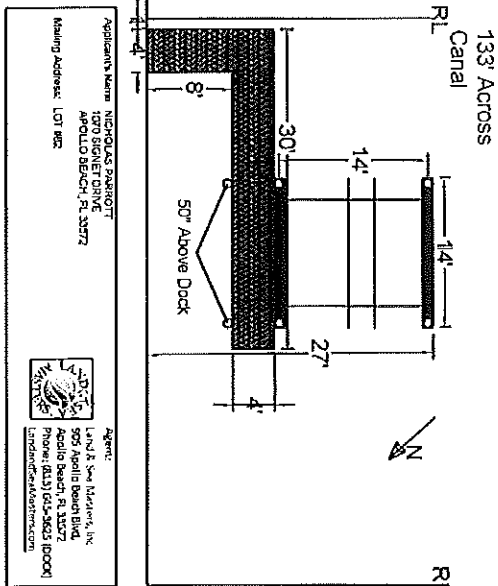


Agent:
Land & Sea Masters, Inc.
905 Apollo Beach Blvd,
Apollo Beach, FL 33572
Phone: (813) 645-3625 (DOCK)
LandandSeaMasters.com

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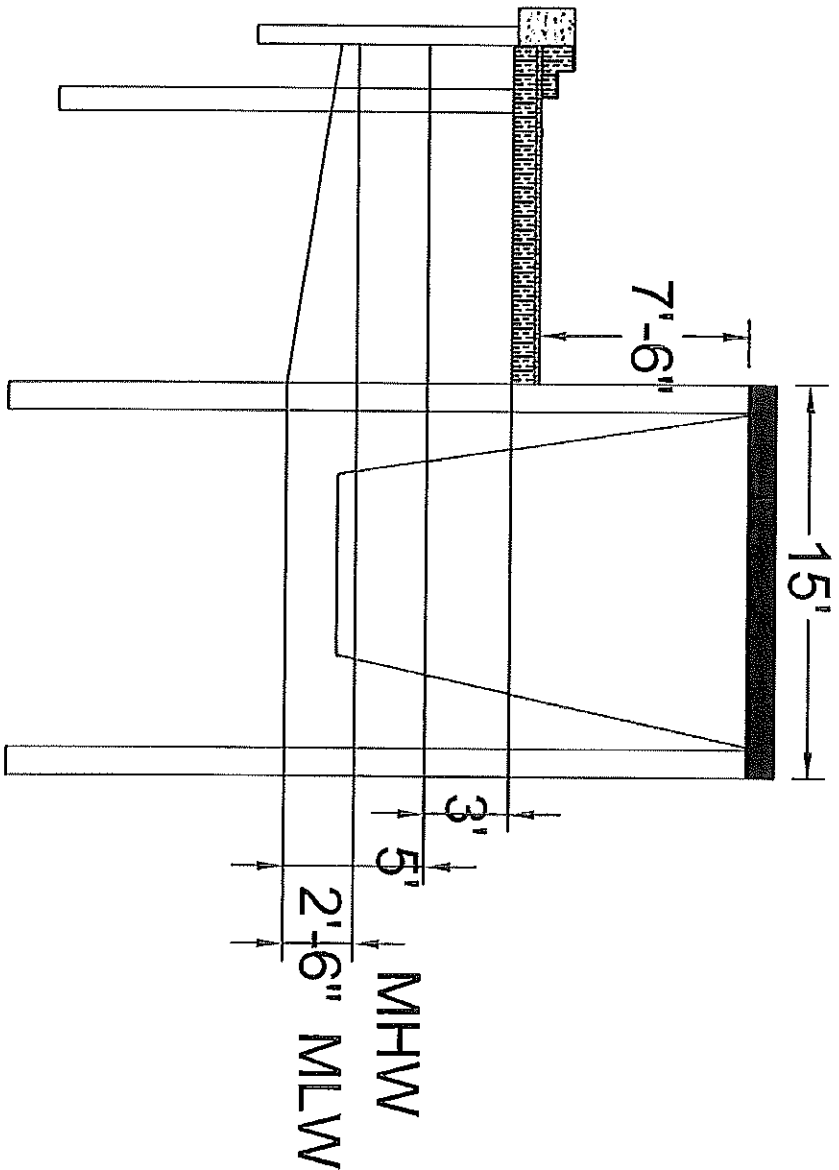
BESWICK CHRIS RAYMOND
1088 SIGNET DR
APOLLO BEACH, FL 33572



PINNINGTON GREGORY JAMES TRUSTEE
1074 SIGNET DR
APOLLO BEACH, FL 33572

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Applicant's Name: Nicholas Parrott
 1070 SIGNET DRIVE
 APOLLO BEACH, FL 33572
 Mailing Address: LOT #82



Agent:
 Land & Sea Masters, Inc.
 905 Apollo Beach Blvd,
 Apollo Beach, FL 33572
 Phone: (813) 645-3625 (DOCK)
LandandSeaMasters.com

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Consideration: \$3,500.00
Documentary Stamps Paid: \$24.50

Prepared by and when
Recorded return to:

Shutts & Bowen LLP
Tirso M. Carreja, Jr., Esq.
4301 W. Boy Scout Boulevard
Suite 300
Tampa, Florida 33607

**DECLARATION OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LOT 82, MARISOL POINTE
PER PLAT BOOK 142, PAGE 57-68, OF THE PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FLORIDA**

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 23 day of May, 2025, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 82, MARISOL POINTE, according to the plat thereof (the "Plat") recorded in Plat Book 142, Page 57-68, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

RECITALS

A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT "C" shown and described on the Plat (the "Tract").

C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

**ARTICLE I
EASEMENT FOR DOCK STRUCTURE**

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings on the bottom

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of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

ARTICLE II

EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

ARTICLE III

APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

ARTICLE IV

COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be

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deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"); from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

ARTICLE V **MISCELLANEOUS**

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

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(SIGNATURES PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

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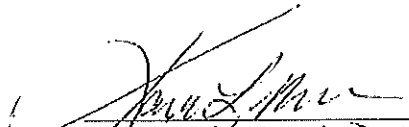
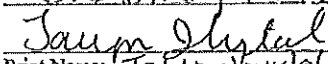
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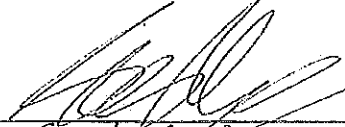
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Signed, sealed and delivered
in the presence of:

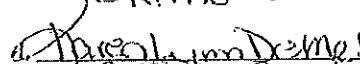
PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company


Print Name: Karen L. DeMello
Address: 5750 Major Blvd #110
ORLANDO, FL 32819

Print Name: Tahir Shukral
Address: 5750 Major Blvd. Suite 110
Orlando, FL 32819

By: 
Name: Suresh Gupta
Title: Manager
Date: 8/30/2025
Address: 5200 Vineland Road, Ste. 200
Orlando, FL 32811

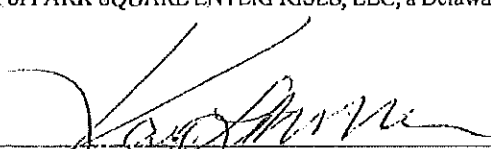
STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)
ORANGE


I, Karen Lynn DeMello, a Notary Public for said County and State, do hereby
certify that Suresh Gupta appeared before me this day by means of ☒ physical
presence or ☐ online notarization and is either ☒ personally known to me or ☐ produced
as identification and acknowledged that s/he is the
MANAGER of PARK SQUARE ENTERPRISES, LLC, a Delaware limited
liability company, and that s/he, as MANAGER, being authorized to do so,
executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a Delaware
limited liability company.



(AFFIX NOTARY SEAL)


Notary Public - State of Florida

Print Name: _____

My Commission Expires: _____

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25 - 036

JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

OWNER:

Nicholas Henry Parrott
Nicholas Henry Parrott
Date: 5/23/2025

OWNER:

Elizabeth Hope Parrott
Elizabeth Hope Parrott
Date: 5/23/2025
Address: 1070 Signet Drive
Apollo Beach, FL 33572

WITNESSES:

Nancy McNeal
Print Name: Nancy McNeal
Address: 30 Fritchwood Ave
Glen Burnie, Md 21061

Ginelove Severe
Print Name: Ginelove Severe
Address: 200 Garden Bridge Rd
Catonsville, MD 21228

WITNESSES:

Nancy McNeal
Print Name: Nancy McNeal
Address: 30 Fritchwood Ave
Glen Burnie, Md 21061

Ginelove Severe
Print Name: Ginelove Severe
Address: 200 Garden Bridge Rd
Catonsville, MD 21228

STATE OF FLORIDA
COUNTY OF Anne Arundel

I, Ginelove Severe, a Notary Public for said County and State, do hereby certify that Nicholas Henry Parrott appeared before me this day by means of ☒ physical presence or ☐ online notarization and is either ☐ personally known to me or ☒ produced Driver's License as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

(AFFIX NOTARY SEAL)

Ginelove Severe
Notary Public - State of Florida
Print Name: Ginelove Severe
My Commission Expires: 09/07/2027

STATE OF FLORIDA
COUNTY OF Anne Arundel

I, Ginelove Severe, a Notary Public for said County and State, do hereby certify that Elizabeth Hope Parrott appeared before me this day by means of ☒ physical presence or ☐ online notarization and is either ☐ personally known to me or ☒ produced Driver's License as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

(AFFIX NOTARY SEAL)

Ginelove Severe
Notary Public - State of Florida
Print Name: Ginelove Severe
My Commission Expires: 09/07/2027

Ginelove Severe
NOTARY PUBLIC
Baltimore County
MARYLAND
MY COMMISSION EXPIRES 09/07/2027

RECEIVED
AUG 25 2025
ENVIRONMENTAL DEPT

25-036

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:

Construction of an "L" shaped Mira Bay dock and a 12' by 12', 13k 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.

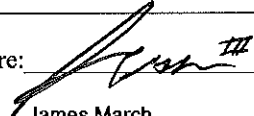
Applications must be received by the CDD Manager at jlsford@gms-tampa.com, 4648 Eagle Falls Place, Tampa, Florida 33619, (813)344-4844. **I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.**

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: 	
Property Owner Name: Jeffrey Keitz and Julie Hemingway	Date: 7/22/25
Address: 5316 Loons Nest Ct.	
City / State / Zip: Apollo Beach, FL. 33572	
Phone Number:	

Contractor Signature: 	
Contractor Name: James March	Date: 7/16/2025
Address: 8209 Stoner Woods Drive	
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 _____

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

Parcel ID for Property: U-32-32-19-79Y-000005-00051.0

**LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)**

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 22nd day of July, 2025, 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

Jeffrey Keitz and Julie Hemingway (together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 51, Block 5, as per the plat ("Plat") identified as Mirabay Phase 3C-1, and recorded in Plat Book 102, Pages 164 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]

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: Jeffrey Keitz

Jeffrey Keitz

Print Name

5316 Loons Nest Dr

Witness Address 1

Apollo Beach, FL 33572

Witness Address 2

By: Kayla March

Kayla March

Print Name

8209 Stoner Woods Drive

Witness Address 1

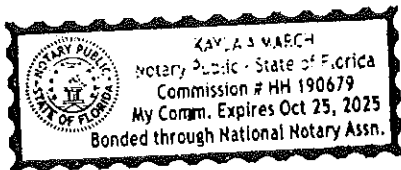
Riverview, FL 33569

Witness Address 2

STATE OF FLORIDA)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 22 day of July, 2025, by Julie Hemingway. He/she [] is personally known to me or [] produced ID as identification.



Kayla March
NOTARY PUBLIC

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

[Signatures continue on following page]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

By: Julie Hemingway
Julie Hemingway
Print Name

5316 Loons Nest Dr. E.
Witness Address 1

Apollo Beach, Fl. 33572
Witness Address 2

By: Kayla March
Kayla March
Print Name

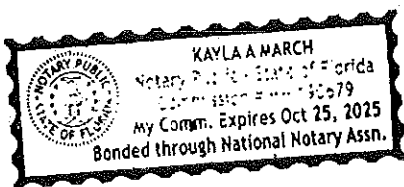
8209 Stoner Woods Drive
Witness Address 1
Riverview, FL. 33569
Witness Address 2

Owner

By: Jeffrey Keltz

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 22 day of July, 2025, by Jeffrey. He/she [] is personally known to me or id produced as identification.



Kayla March # HH190679
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]

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) Jeffrey Keitz and Julie Hemingway

Lot Street Address 5316 Loons Nest Dr.

City, State and Zip Code Apollo Beach, FL. 33572

Phone Number _____

Lot Tax Folio Number 05234-1048

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 SC131152103

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: [Signature] Date: 7/22/25

Co-Owner Signature: [Signature] Date: 7/22/25

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) Jeffrey Keitz and Julie Hemingway
Lot Street Address 5316 Loons Nest Drive
City, State and Zip Code Apollo Beach, FL. 33572
Phone Number _____
Lot Tax Folio Number 054234-1048

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: [Signature] Date: 7/22/25

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 E:
Utilities Connection Application

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-32-31-19-79Y-000005-00051.0

**LICENSE AGREEMENT
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) ("Agreement") is entered into as of this 22 day
of July, 20 25, 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

Jeffrey Keitz and Julie Hemingway
(together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 51, Block 5, as per the plat ("Plat") identified as Mirabay Phase 3C-1, and
recorded in Plat Book 102, Pages 164 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]

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

Witnesses:

By:

Julie Hemingway

Print Name

5316 Loons Nest ~~Dr~~ Dr ct.

Witness Address 1

Apollo Beach, Fl. 33572

Witness Address 2

By:

Kayla March

Print Name

8209 Stoner Woods Drive

Witness Address 1

Riverview, FL. 33569

Witness Address 2

STATE OF FLORIDA

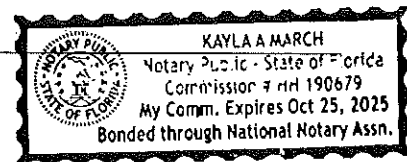
)

COUNTY OF Hillsborough

)

The foregoing instrument was acknowledged before me this 22 day of July, 2025, by Jeffrey. He/she [] is personally known to me or [] produced ID as identification.

NOTARY PUBLIC



(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]
Jeffrey Keitz
Print Name

5316 Loons Nest Dr. Apt. 100
Witness Address 1
Apollo Beach, FL. 33572
Witness Address 2

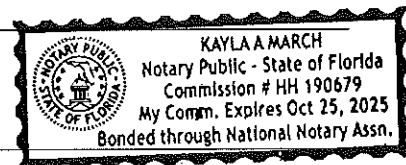
By: [Signature]
Kayla March
Print Name

8209 Stoner Woods Drive
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 July, 2025 by Julie. He/she is personally known to me or IT produced ID as identification.

[Signature]
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

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]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2025

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	CONTACT NAME: Julie Gethers
Safe Havens Insurance LLC	PHONE (A/C, No. Ext): 813-280-9560
1250 Kingston Way	FAX (A/C, No): 813-212-7872
	E-MAIL ADDRESS: j.gethers@safehavensinsurance.com
Mulberry	INSURER(S) AFFORDING COVERAGE
FL 33860	INSURER A: Atlantic Specialty Insurance
	INSURER B: Everest National Insurance Company
	INSURER C: AmGUARD Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:
INSURED	NAIC #
March Marine Construction Company	27154
8209 Stoner Woods Drive	10120
Riverview, Florida 33569	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 ☐ PROJECT ☐ LOC OTHER:	Y	Y	B5JH27870-05	01/01/2025	01/01/2026	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
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			MAAU605280	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UIM CSL \$ 1,000,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	9700000385-251	01/01/2025	01/01/2026	☒ PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability-embedded in the CGL policy	Y	Y	B5JH27870-05	01/01/2025	01/01/2026	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

Hillsborough County Development Services listed as an Additional Insured on Commercial General Liability (CGL) policy.

CERTIFICATE HOLDER

CANCELLATION

Hillsborough County Development Services
601 E. Kennedy Blvd 19th FL
P.O. Box 1110
Tampa

FL 33601-1110

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

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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



LICENSE NUMBER: SCC131152103

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/26/2024

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.



March Marine Construction

Micabay right side 'L' Shaped

Doyle

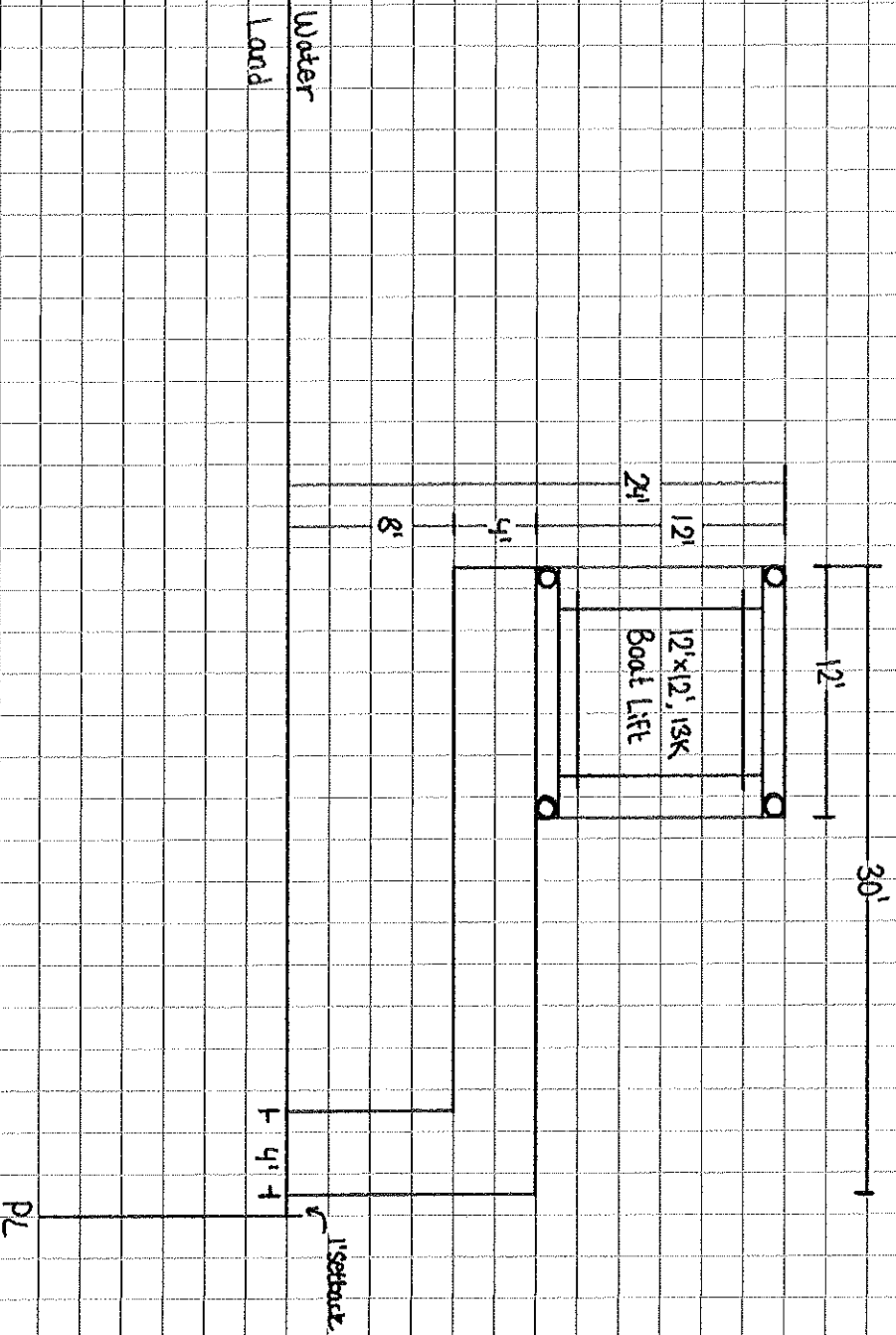
Plan View

Scale 1"=8'

$$\text{Soft} = 144' + 48' + 104' = 296' \text{ total}$$

We will be:

- o Installing an "L" Shaped Dock with a 4" x 12" walkway leading to a 4' x 26' Dock.
- o Installing a 12' x 10' 15K Boat Lift.



Consideration: \$3,500.00
Documentary Stamps Paid: \$24.50

Prepared by and when
Recorded return to:

Shutts & Bowen LLP
Tirso M. Carreja, Jr., Esq.
4301 W. Boy Scout Boulevard
Suite 300
Tampa, Florida 33607

**DECLARATION OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LOT 51 BLOCK 5 OF PHASE 3C-1
PER PLAT BOOK 102, PAGE 164-173, OF THE PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FLORIDA**

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 14 day of August, 2025, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 51, Block 5, MiraBay Phase 3C-1, according to the plat thereof (the "Plat") recorded in Plat Book 102, Page 164-173, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

RECITALS

A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT "C-6" shown and described on the Plat (the "Tract").

C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

**ARTICLE I
EASEMENT FOR DOCK STRUCTURE**

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings

on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

ARTICLE II

EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

ARTICLE III

APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

ARTICLE IV

COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property

within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

ARTICLE V **MISCELLANEOUS**

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURES PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered
in the presence of:

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company

Taryn Jhurilal
Print Name: Taryn Jhurilal
Address: 5750 Major Blvd, Suite 110
Orlando, FL 32819
Raven L. DeMello
Print Name: Raven L. DeMello
Address: 5750 Major Blvd, #110
Orlando, FL 32819

By: Vishal Gupta
Name: Vishal Gupta
Title: Manager
Date: August 15, 2025
Address: 5200 Vineland Road, Ste. 200
Orlando, FL 32811

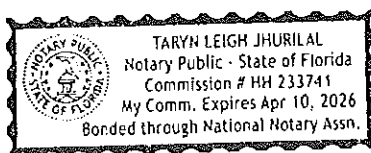
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH orange)

I, Taryn Jhurilal, a Notary Public for said County and State, do hereby
certify that Vishal Gupta appeared before me this day by means of ☒ physical
presence or ☐ online notarization and is either ☒ personally known to me or ☐ produced
as identification and acknowledged that s/he is the
manager of PARK SQUARE ENTERPRISES, LLC, a Delaware
limited liability company, and that s/he, as manager, being authorized to
do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company.

(AFFIX NOTARY SEAL)

Taryn Jhurilal
Notary Public - State of Florida
Print Name: 8/15/2025
My Commission Expires: 4/10/2026



JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

OWNER:

Jeffrey Todd Keitz

Jeffrey Todd Keitz

Date: 08/14/2025 EDT

OWNER:

Julie Alexandria Hemingway

Julie Alexandria Hemingway

Date: 08/14/2025 EDT

Address: 5316 Loon Nest Ct.
Apollo Beach, FL 33572

WITNESSES:

Taryn Jhurilal

Print Name: Taryn Jhurilal

Address: 5750 Major Blvd, Suite 110
Orlando, FL 32819

Rebekah Louise Zug Napier

Print Name: Rebekah Louise Zug Napier

Address: 17 Colonial Acres Dr. Hampton Virginia 23664

WITNESSES:

Rebekah Louise Zug Napier

Print Name: Rebekah Louise Zug Napier

Address: 17 Colonial Acres Dr. Hampton Virginia 23664

Taryn Jhurilal

Print Name: Taryn Jhurilal

Address: 5750 Major Blvd Suite 110 Orlando
FL 328196

VIRGINIA
STATE OF FLORIDA
COUNTY OF Hampton

I, Rebekah Louise Zug Napier, a Notary Public for said County and State, do hereby certify that Jeffrey Todd Keitz appeared before me this day by means of ☐ physical presence or ☒ online notarization and is either ☐ personally known to me or ☒ produced Driver's license as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

(AF)

Rebekah Louise Zug Napier
Electronic Notary Public
Commonwealth of Virginia
Registration No. 7870056
My Commission Expires 05/31/2028

VIRGINIA
STATE OF FLORIDA
COUNTY OF Hampton

I, Rebekah Louise Zug Napier, a Notary Public for said County and State, do hereby certify that Julie Alexandria Hemingway appeared before me this day by means of ☐ physical presence or ☒ online notarization and is either ☐ personally known to me or ☒ produced Driver's license as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

Rebekah Louise Zug Napier

Notary Public - State of Virginia

Print Name: Rebekah Louise Zug Napier

My Commission Expires: 05/31/2028 Commission #7870056

Notarized remotely online using two-way audio-video communication.

Rebekah Louise Zug Napier
Electronic Notary Public
Commonwealth of Virginia
Registration No. 7870056
My Commission Expires 05/31/2028

Rebekah Louise Zug Napier

Notary Public - State of Virginia

Print Name: Rebekah Louise Zug Napier

My Commission Expires: 05/31/2028 Commission #7870056

Notarized remotely online using two-way audio-video communication.

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:

Installation of a MiraBay type "B" dock and a 13k 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.

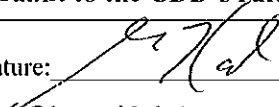
The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements 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: 

Property Owner Name: Glenn Kaleta

Date: 8/11/2025

Address: 5717 Tybee Island Drive

City / State / Zip: Apollo Beach, FL. 33572

Phone Number: 4258770503

Contractor Signature: 

Contractor Name: James March

Date: 8/11/2025

Address: 8209 Stoner Woods Drive

City / State / Zip: Riverview, FL. 33569

Phone Number: 8137609689

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 _____

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) Glenn Kaleta
Lot Street Address 5717 Tybee Island Drive
City, State and Zip Code Apollo Beach, FL. 33572
Phone Number 4258770503
Lot Tax Folio Number 051638-0296

For Lifts being installed, please identify:

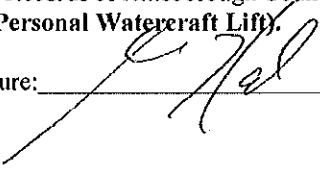
Contractor Name and License Number James March SCC131152103

Contractor Phone Number (813) 460-9689

(Attach Certificate of Insurance from Contractor)

Expected Start Date: ASAP 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: 8/11/2025

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
APPLETON REISS, PLLC
215 N. Howard Ave. STE 200
Tampa, FL 33606

Parcel ID for Property: U-29-31-19-84R-000020-00003.0

**LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)**

This License Agreement (Personal Watercraft Lift) ("**Agreement**") is entered into as of this 11
day of August, 2025, 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

Glenn Kaleta and _____ (together,
"**Owner**"), the fee simple owners of the "**Property**" identified as:

Lot 3, Block 20, as per the plat ("**Plat**") identified as MiraBay Phase 2A-3, and recorded in Plat
Book 105, Pages 12 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:

By: Nyomi
Nyomi Edwards
Print Name

7310 Ponderosa Dr.
Witness Address 1

Witness Address 2

By: Kayla
Kayla March
Print Name

8209 Stoner Woods Dr.
Witness Address 1

Riverview, FL. 33569
Witness Address 2

STATE OF FLORIDA)

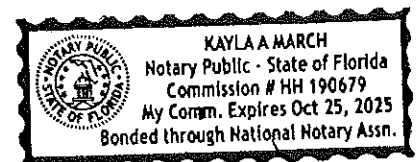
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 11 day of August, 2025 by Glen Kaleta he/she [] is personally known to me or [] produced AD 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:

By: Nyomi

Nyomi Edwards
Print Name

7510 Ponderosa Dr.
Witness Address 1

Witness Address 2

By: Kayla March

Kayla March
Print Name

8209 Stoner Woods Dr.
Witness Address 1

Arivernew, FL. 33569
Witness Address 2

STATE OF FLORIDA)

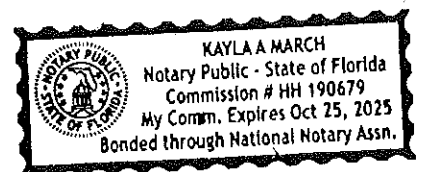
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 11 day of August, 2025, by Glenn Kaleta ☒ He/she ☐ is personally known to me or ☐ produced ID as identification.

Kayla March
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]

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-29-31-19-84R-000020-00003.0

**LICENSE AGREEMENT
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) ("Agreement") is entered into as of this 11 day
of August, 2025, 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

Glenn Kakeka and _____
(together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 3, Block 20, as per the plat ("Plat") identified as MiraBay Phase 2A-3 and
recorded in Plat Book 105, Pages 12 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]

[SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

By: Nyomi Edwards

Nyomi Edwards
Print Name

7310 Ponderosa Dr.
Witness Address 1

Witness Address 2

By: Kayla March

Kayla March
Print Name

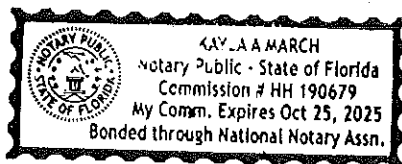
8209 Stoner Woods Dr.
Witness Address 1

Riverview, FL 33569
Witness Address 2

STATE OF FLORIDA)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 11 day of August, 2025, by Colenn Kalleta [] is personally known to me or [] produced 11 as identification.



Kayla March
NOTARY PUBLIC

Kayla March
(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 (Utilities Connection) to be executed the day and date first above written.

Witnesses:

By: Nyomi

Nyomi Edwards
Print Name

7310 Ponderosa Dr.
Witness Address 1

Witness Address 2

By: Kayla

Kayla March
Print Name

8209 Stoner Woods Dr.
Witness Address 1

Riverview, FL. 33569
Witness Address 2

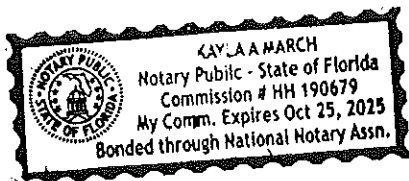
Owner

By: Glenn Kaleta

STATE OF FLORIDA)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 11 day of August, 2025 by Glenn Kaleta ☒ he/she ☐ is personally known to me or ☐ produced ID as identification.



Kayla March
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]

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) Glenn Kaleta

Lot Street Address 5717 Tybee Island Drive

City, State and Zip Code Apollo Beach, Fl. 33572

Phone Number 4258770503

Lot Tax Folio Number 051638-0296

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 813-800-5625

(Attach Certificate of Insurance from Contractor)

Expected Start Date: ASAP 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: [Signature] Date: 8/11/2025

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)

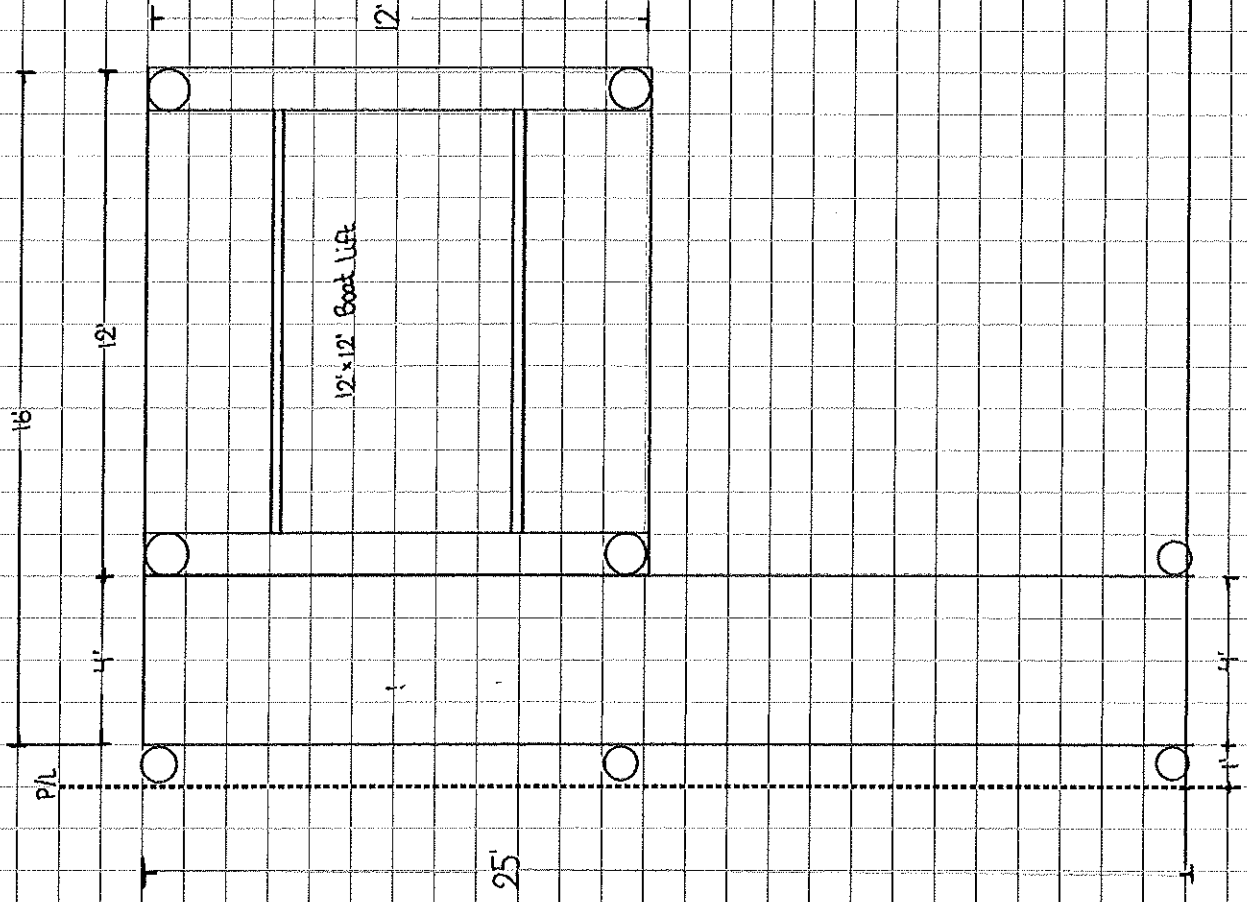
March Marine Construction

Mirabau Type "B" Dock

4' by 25' Pier with a 12' x 12' Boat Lift

Total Square Footage: 244'

Scale: 1" = 4'



Consideration: \$3,500.00
Documentary Stamps Paid: \$24.50

Prepared by and when
Recorded return to:

Shutts & Bowen LLP
Tirso M. Carreja, Jr., Esq.
4301 W. Boy Scout Boulevard
Suite 300
Tampa, Florida 33607

**DECLARATION OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LOT 3 BLOCK 20 OF PHASE 2A-3
PER PLAT BOOK 105, PAGE 12-19, OF THE PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FLORIDA**

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 28 day of August, 2024, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 3, Block 20, MiraBay Phase 2A-3, according to the plat thereof (the "Plat") recorded in Plat Book 105, Page 12-19, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

RECITALS

A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT "C-3" shown and described on the Plat (the "Tract").

C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

ARTICLE I
EASEMENT FOR DOCK STRUCTURE

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right,

and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

ARTICLE II

EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

ARTICLE III

APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

PLEASE BE ADVISED THAT WATER FIXTURES AND DOCK STRUCTURES CONSTRUCTED PURSUANT TO THIS EASEMENT ARE DESIGNATED AS "RESTRICTED" PURSUANT TO THAT CERTAIN MASTER DOCK PLAN, DATED AUGUST 2020, UPDATED JUNE 10, 2021, AND FURTHER UPDATED DECEMBER 4, 2023, PREPARED BY HALFF ASSOCIATES, INC., PROJECT No. 38905.002, AS MAY BE AMENDED FROM TIME TO TIME. ACCORDINGLY, CONSTRUCTION OF FIXTURES AND STRUCTURES WITHIN THE EASEMENT AREA AND USE OF SUCH FIXTURES AND STRUCTURES ARE RESTRICTED. DETAILS CONCERNING THE RESTRICTIONS MAY BE OBTAINED BY CONTACTING THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT.

ARTICLE IV **COVENANTS AND RESTRICTIONS**

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

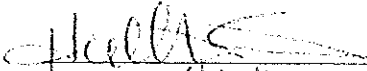
ARTICLE V **MISCELLANEOUS**

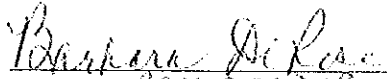
Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

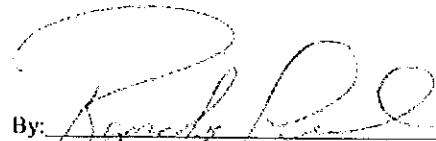
IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered
in the presence of:

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company


Print Name: Heather Espinoza
Address: 205 HANNAH HARBOR DR.
APOLLO BEACH 33572

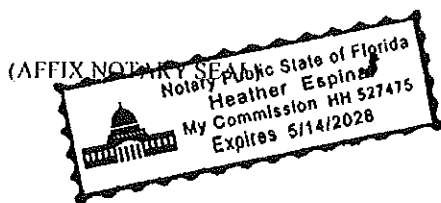

Print Name: BARBARA Di Rosa
Address: 205 HANNAH HARBOR DR.
APOLLO BEACH 33572

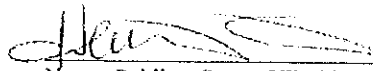
By: 
Name: Randy Tuckones
Title: VP OF OPS
Date: 8/28/24
Address: 5200 Vineland Road, Ste. 200
Orlando, FL 32811

STATE OF FLORIDA

COUNTY OF Hillsborough

I, Heather Espinoza, a Notary Public for said County and State, do hereby certify that Randy Tuckones appeared before me this day by means of ☒ physical presence or ☐ online notarization and is either ☒ personally known to me or ☐ produced as identification and acknowledged that he is the VP OF OPS of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, and that he, as VP OF OPS, being authorized to do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company.




Notary Public - State of Florida
Print Name: Heather Espinoza
My Commission Expires: 5/14/2028

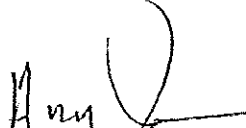
JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

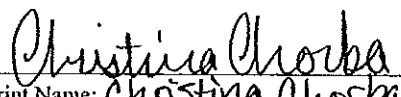
Signed, sealed and delivered
in the presence of:

OWNER:

SMART COMMUNICATION HOLDINGS,
LLC, a Florida limited liability company


Print Name: Amy Jones
Address: 6324 Fairway Blvd
Apollo Beach, FL 33572

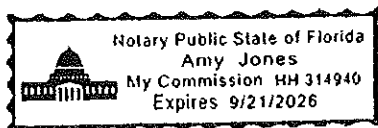
By: 
Name: Pavel Pop-Buia
Title: Managing Member
Date: 7-30-24
Address: 6422 Grenada Island Avenue
Apollo Beach, FL 33572
F/B/O: 5717 Tybee Island Drive

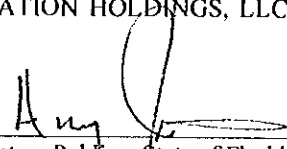

Print Name: Christina Choska
Address: 10643 Bahama Woodstar Ct
Riverview, FL 33579

STATE OF FLORIDA
COUNTY OF Hillsborough

I, Amy Jones, a Notary Public for said County and State, do hereby certify that Pavel Pop-Buia appeared before me this day by means of ☒ physical presence or ☐ online notarization and is either ☒ personally known to me or ☐ produced as identification and acknowledged that he is the Managing Member of SMART COMMUNICATION HOLDINGS, LLC, a Florida limited liability company, and that he, as Managing Member, being authorized to do so, executed this Dock Easement Declaration on behalf of SMART COMMUNICATION HOLDINGS, LLC, a Florida limited liability company.

(AFFIX NOTARY SEAL)




Notary Public - State of Florida
Print Name: Amy Jones
My Commission Expires: 09/21/2026



Ron DeSantis, Governor

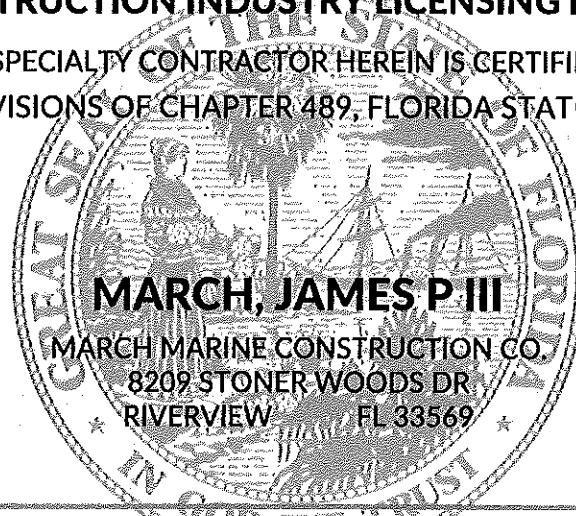
Melanie S. Griffin, Secretary



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2025

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 NAME: Julie Gethers PHONE (A/C, No, Ext): 813-280-9560 E-MAIL ADDRESS: j.gethers@safehavensinsurance.com FAX (A/C, No): 813-212-7872																						
INSURED March Marine Construction Company 8209 Stoner Woods Drive Riverview, Florida 33589		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Atlantic Specialty Insurance</td><td>27154</td></tr><tr><td>INSURER B:</td><td>Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER C:</td><td>AmGUARD Insurance Company</td><td>42390</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Atlantic Specialty Insurance	27154	INSURER B:	Everest National Insurance Company	10120	INSURER C:	AmGUARD Insurance Company	42390	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	B5JH27870-05	01/01/2025	01/01/2026	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		
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOG OTHER:							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Protection & Indemnity	\$ 1,000,000	
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			MAAU605280	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	BODILY INJURY (Per person)						\$		
	BODILY INJURY (Per accident)						\$		
	PROPERTY DAMAGE (Per accident)						\$		
							UIM CSL	\$ 1,000,000	
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$	
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE	\$	
									\$
B	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	9700000385-251	01/01/2025	01/01/2026	☒ PER STATUTE ☒ OTHER	
	E.L. EACH ACCIDENT							\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE							\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT							\$ 1,000,000	
A	Pollution Liability-embedded in the CGL policy	Y	Y	B5JH27870-05	01/01/2025	01/01/2026	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

Hillsborough County Development Services listed as an Additional Insured on Commercial General Liability (CGL) policy.

CERTIFICATE HOLDER**CANCELLATION**

Hillsborough County Development Services 601 E. Kennedy Blvd 19th FL P.O. Box 1110 Tampa FL 33601-1110	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

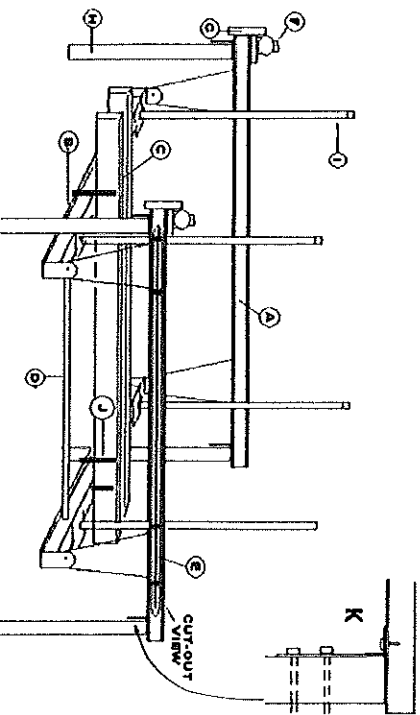
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DAVIT MASTER ENGINEERING SPECIFICATIONS: ALUMINUM CRADLE LIFTS 7K - 25K

	A	B	C	D	E	F	F	F	H	I	J	K	
LIFT CAPACITY LBS.	TOP (UPPER) BEAMS	CRADLE (LOWER) BEAMS	BUNK BOARDS	CABLE S.S.	CABLE SPREAD (SPANNER) BEAMS	DRIVE SHAFTS/ WINDER DIA.	CHAIN DRIVE MOTORS HP (TENV)	DIRECT DRIVE MOTORS HP (TENV)	BELT DRIVE MOTORS HP (TENV)	PILING (QTY) / SIZE	GUIDE POSTS WEIGHT PIPE SIZE	ALUMINUM CHOCK ANGLES	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' or 5"x10" x 12' AL	1 PART	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	(4) 8"	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 PILETHROUGH BOLTS
	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' or 5"x10" x 12' AL	2 PART	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 3/4 HP 110V-26A 220V-13A	(2) 3/4 HP 110V-26A 26.8A 220V-13.4A	(2) 3/4 HP 110V-26A 26.8A 220V-13.4A	(4) 8"	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 PILETHROUGH BOLTS
10,000	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' or 5"x10" x 12' AL	2 PART	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 1 HP 110V-28A 220V-14A	(2) 3/4 HP 110V-28A 26.8A 220V-13.4A	(2) 3/4 HP 110V-28A 26.8A 220V-13.4A	(4) 8"	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 PILETHROUGH BOLTS
	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' or 5"x10" x 14' AL	2 PART	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	(4) 10"	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 PILETHROUGH BOLTS
16,000	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' or 5"x10" x 16' AL	2 PART	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	(4) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
	210" X 8" X .193"W X .35	204" 10H X .256"W X .41	3" X 10" 16' LONG (4) 3/8" X 35' or 5"x10" x 16' AL	2 PART	SCHD 80 1.5" 3" DIA.	NA	(4) 1 HP 220V-28A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
20,000	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (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	(4) or (6) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (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	(4) or (6) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
25,000	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
4 MOTOR	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
4 MOTOR	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
4 MOTOR	210" X 8" X .253.75"W X .41	204" 12H X .297"W X .47	DBL 3" X 12" (4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	NA	(8) 10"	2.5" X 15' 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 PILETHROUGH BOLTS
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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.



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 OCTOBER 3, 2019



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

TAB 13



MEMORANDUM

TO: Harbor Bay Community Development District

FROM: Bradley S. Foran, P.E.

DATE: 8/27/2025

RE: 454 Islebay Upland Wall Erosion

A site visit was conducted on 8/21/2025 to observe erosion issues of the upland wall at 454 Islebay. We noticed significant erosion under the side upland wall directly in line of the storm drain. We also observed erosion across the street in the common area directly in line with the storm drain on the other side. It is our recommendation that we place a camera down the storm drain to ensure that there is no damage to the underdrain that would be causing the leaching of materials.



MEMORANDUM

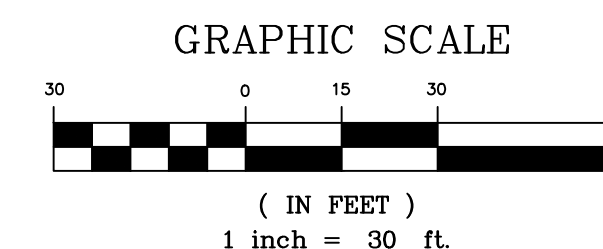




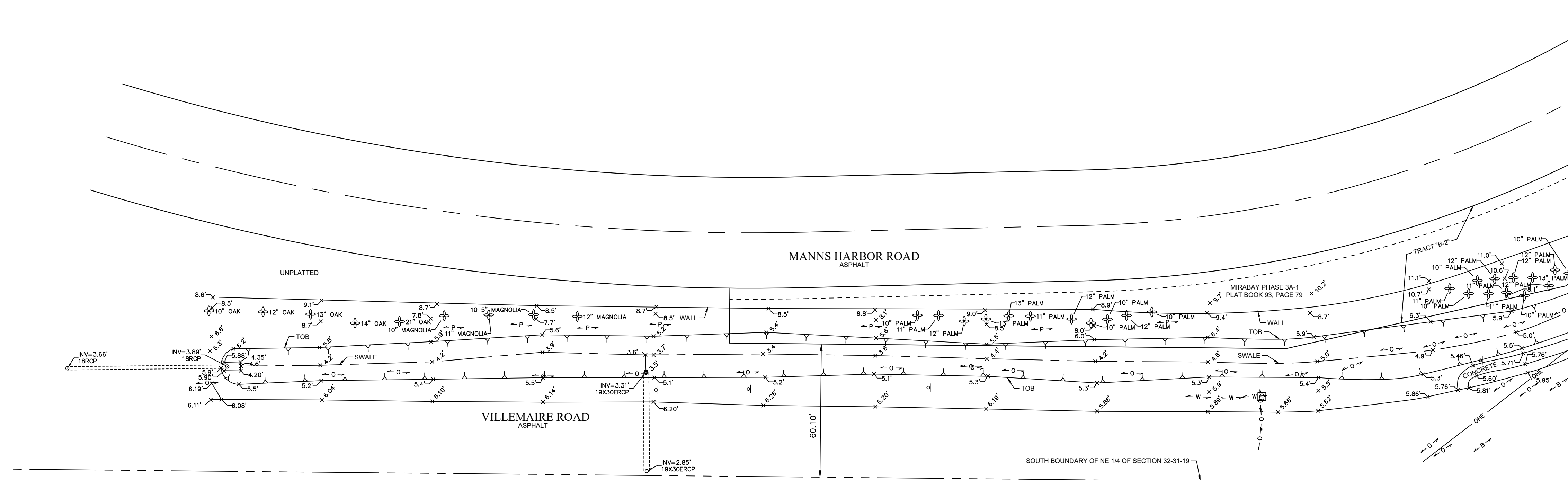
MEMORANDUM



TAB 14



NOT	TO SCALE
FCIR	FOUND CAPPED IRON ROD (SIZE NOTED)
FCM	FOUND CONCRETE MONUMENT (SIZE NOTED)
FCR	FOUND CONCRETE ROD (SIZE NOTED)
FIP	FOUND IRON PIPE (SIZE NOTED)
FN&D	FOUND NAIL & BRASS DISK
FND	FOUND NAIL
FNP	FOUND PINCHED PIPE (SIZE NOTED)
FRRS	FOUND RAILROAD SPIKE
SN&D	SET 1/2" CAPPED IRON ROD "LB 4513"
SN&D	SET NAIL & BRASS DISK "LB 4513"
TS	TRAVEL SURVEY
TP SN	TRAVERSE POINT SET NAIL
LB	LICENSED BUSINESS
PLS	PLANNED LAND SURVEYOR
(C)	CALCULATED
(R)	RECORDED
LB	LAST BOOK
PG	PAGE
R	RADIUS
A	ARC LENGTH
Δ	DELTA ANGLE
C	CHORD BEARING
C	CHORD LENGTH
AL/C	ARC/CHORD
B/P	BACKLOG PREVENTER
CLF	CHAIN LINK FENCE
CMF	CORRUGATED METAL PIPE
DCV	DOUBLE CHECK VALVE
DP	DUCTILE IRON PIPE
PFE	FINISH FLOOR ELEVATION
FOC	FIBER OPTIC CABLE
CE	ELECTRIC CONDUIT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
INV	INVERT
MES	METERED END SECTION
MF	METAL FENCE
OHE	OVERHEAD ELECTRIC
ORB	OFFICIAL RECORDS BOOK
PVC	POLYVINYL CHLORIDE PIPE
R/C	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SPKR	SPRINKLER
	TEMPORARY BENCHMARK
TB	TOP OF BANK
TOS	TOP OF SLOPE
TRAN	TRANSFORMER
VFC	VITRIFIED CLAY PIPE
VNF	VINYL FENCE
WDF	WOOD PANEL FENCE
WF	WIRE FENCE
-B-	BLUE FLAG OR PAINT MARKING
-G-	GREEN FLAG OR PAINT MARKING
-O-	ORANGE FLAG OR PAINT MARKING
-P-	PINK FLAG OR PAINT MARKING
-R-	RED FLAG OR PAINT MARKING
-V-	VIOLET FLAG OR PAINT MARKING
-W-	WHITE FLAG OR PAINT MARKING
-Y-	YELLOW FLAG OR PAINT MARKING

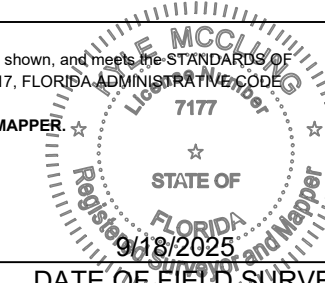


- NOTES:
1. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
 2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
 3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
 4. THIS SURVEY DOES NOT REFLECT OR DETERMINE WHETHER ANY INSTRUMENTS OF RECORD REFERRED TO HEREIN WILL BE THE RE-USERS SOLE LIABILITY WITHOUT LIABILITY TO THE SURVEYOR.
 5. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
 6. THIS SURVEY HAS BEEN MADE FROM THE BEST AVAILABLE DATA AND IS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND SIMILAR MATTERS OF TITLE.
 7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 8. THE HORIZONTAL DATUM IS TIED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (GRD), WEST ZONE NORTH AMERICAN 1983, ADJUSTMENT 2011.
 9. THE VERTICAL DATUM HEREIN IS THE MEAN SEA LEVEL DATUM (MSL) OF THE 1988 (I.A.U.) 2011 REFERENCE BENCHMARK NO. 6511.
 10. THIS SURVEY IS FOR TOPOGRAPHIC PURPOSES AND IS NOT A BOUNDARY SURVEY.
 11. THE SURVEYED AREA IS LOCATED IN ZONE 18E (U.T.M.) COORDINATE ZONE 18E, MAP NUMBER 12057006561, EFFECTIVE DATE 10/27/2012.
 12. BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
 13. BASIS OF BEARING IS GRID NORTH.



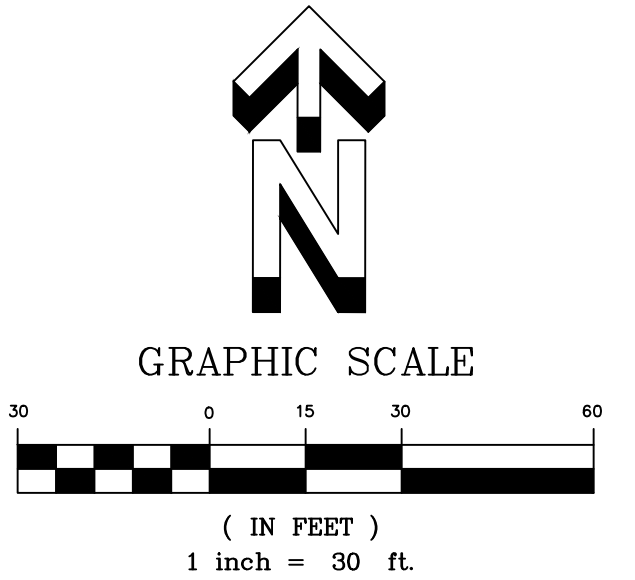
CITY OF APOLLO BEACH HILLSBOROUGH COUNTY FLORIDA

SURVEYOR'S CERTIFICATE
I hereby certify that the SURVEY depicted hereon was prepared under my RESPONSIBLE CHARGE on the date(s) shown.
PRACTICE set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in Chapter 5J-17, F.L.C.
pursuant to Section 472.027, FLORIDA STATUTES.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



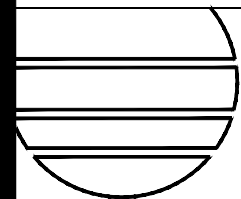
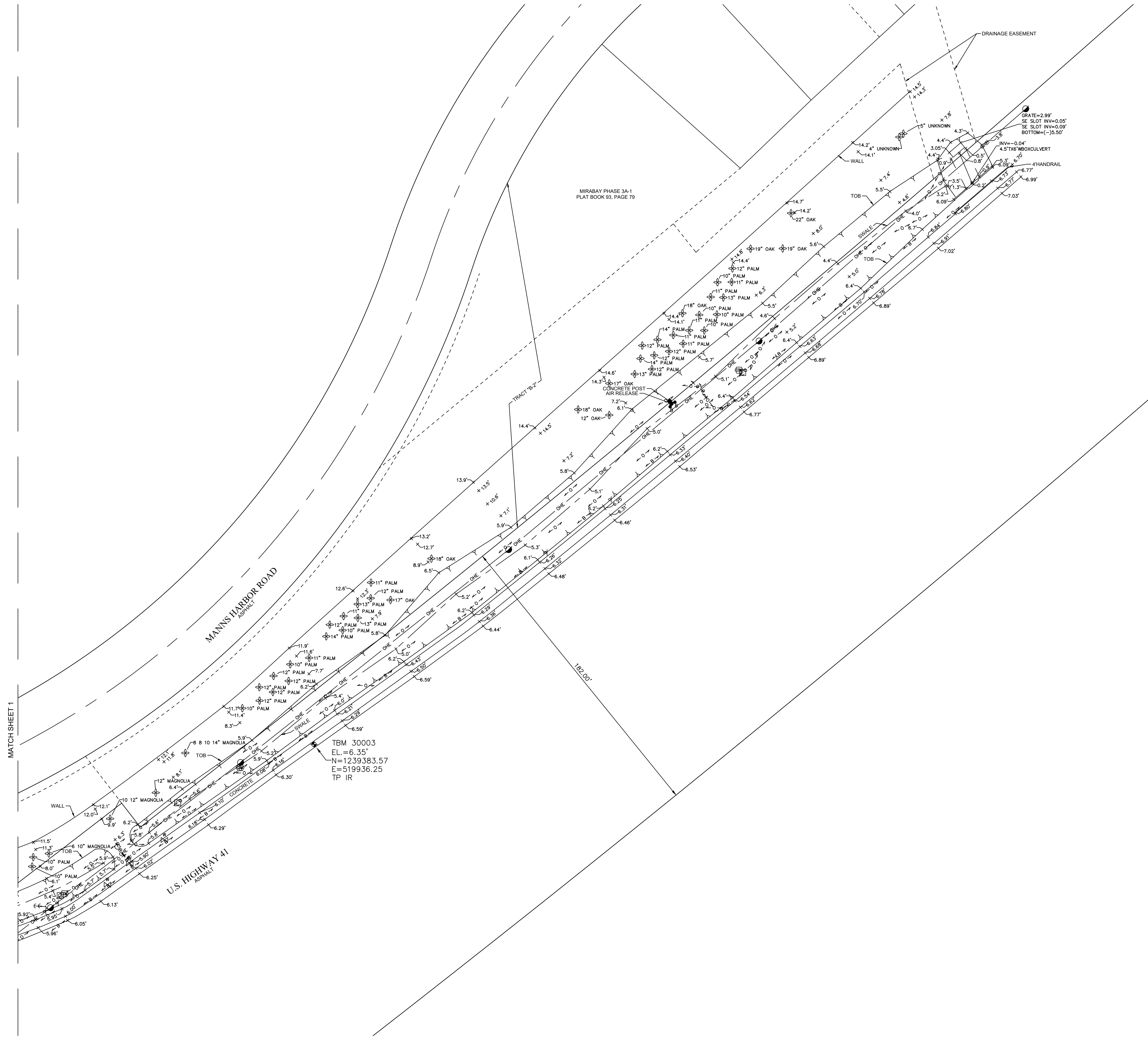
PROJECT No.: 25034

CERTIFIED TO: LIGHTHOUSE ENGINEERING



LEGEND

- NOT TO SCALE
- FCIR FOUND CAPPED IRON ROD (SIZE NOTED)
 - FCM FOUND CONCRETE MONUMENT (SIZE NOTED)
 - FOP FOUND IRON PIPE (SIZE NOTED)
 - FIR FOUND IRON ROD (SIZE NOTED)
 - FNAD FOUND NAIL & BRASS DISK
 - FND FOUND
 - FPP FOUND PINCHED PIPE (SIZE NOTED)
 - FRRS FOUND RAILROAD SPIKE
 - SCIR SET 1/2" CAPPED IRON ROD "LB 4513"
 - SN&D SET NAIL & BRASS DISK "LB 4513"
 - TP IR TRAVERSE POINT IRON ROD
 - TP SN TRAVERSE POINT SET NAIL
 - LB LICENSED BUSINESS
 - PLS PROFESSIONAL LAND SURVEYOR
 - (C) CALCULATED
 - (R) RECORDED
 - PB PLAT BOOK
 - PG PAGE
 - R RADIUS
 - L ARC LENGTH
 - DB DELTA ANGLE
 - CB CHORD BEARING
 - C CHORD LENGTH
 - A/C AIR CONDITIONER
 - BFP BACKFLOW PREVENTER
 - CLF CHAIN LINK FENCE
 - CMP CORRUGATED METAL PIPE
 - DCV DOUBLE CHECK VALVE
 - DIP DUCTILE IRON PIPE
 - PFE FINISH FLOOR ELEVATION
 - FOC FIBER OPTIC CABLE
 - ERCP ELLIPTICAL REINFORCED CONCRETE PIPE
 - HDPE HIGH DENSITY POLYETHYLENE PIPE
 - INV INVERT
 - MES MITERED END SECTION
 - MF METAL FENCE
 - OHE OVERHEAD ELECTRIC
 - ORB OFFICIAL RECORDS BOOK
 - PVC POLYVINYL CHLORIDE PIPE
 - RCF REINFORCED CONCRETE PIPE
 - R/W RIGHT OF WAY
 - SPKR SPRINKLER
 - TBM TEMPORARY BENCHMARK
 - TOB TOP OF BANK
 - TOS TOE OF SLOPE
 - TRAN TRANSFORMER
 - VCP VITRIFIED CLAY PIPE
 - VF VINYL FENCE
 - WDF WOOD PANEL FENCE
 - WF WIRE FENCE
 - B BLUE FLAG OR PAINT MARKING
 - G GREEN FLAG OR PAINT MARKING
 - O ORANGE FLAG OR PAINT MARKING
 - P PINK FLAG OR PAINT MARKING
 - R RED FLAG OR PAINT MARKING
 - V VIOLET FLAG OR PAINT MARKING
 - W WHITE FLAG OR PAINT MARKING
 - Y YELLOW FLAG OR PAINT MARKING
 - BENCHMARK
 - BOLLARD/POST
 - BURIED CATV MARKER POST
 - CABLE TV BOX
 - CONCRETE LIGHT POLE
 - CONCRETE UTILITY POLE
 - CLEANOUT
 - DECORATIVE LIGHT
 - ELECTRIC BOX
 - ELECTRIC MANHOLE
 - ELECTRIC METER
 - FIBER OPTIC CABLE BOX
 - FIBER OPTIC CABLE MARKER
 - FIRE HYDRANT
 - FIRE DEPARTMENT CONNECTION
 - GAS MARKER POST
 - GAS METER/REGULATOR
 - GAS VALVE
 - GREASE-TRAP MANHOLE
 - GUY WIRE
 - IRRIGATION CONTROL VALVE
 - MAIL BOX
 - MANHOLE
 - METAL UTILITY POLE
 - MONITOR WELL
 - RECLAIMED WATER METER BOX
 - RECLAIMED WATER VALVE
 - ROOF DRAIN
 - SANITARY MANHOLE
 - SANITARY VALVE
 - SIGN
 - SOIL BORING LOCATION
 - STORM OR DRAINAGE MANHOLE
 - STREET LIGHT ACCESS BOX
 - TELECOMMUNICATIONS MANHOLE
 - TELEPHONE BOX
 - TELEPHONE LINE MARKER POST
 - TRAFFIC SIGNAL ACCESS BOX
 - TRAFFIC SIGNAL POLE
 - VERIZON ACCESS BOX
 - VERIZON MARKER POST
 - WATER MANHOLE
 - WATER MARKER POST
 - WATER VALVE
 - WATER METER BOX
 - WELL
 - WOOD LIGHT POLE
 - WOOD UTILITY POLE
 - YARD DRAIN



SUNCOAST LAND SURVEYING, Inc.
111 FOREST LAKES BOULEVARD
OLDSMAR, FLA. 34677

LB 4513

BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT
(813) 854-1342
SUNCOASTLANDSURVEYING.COM

SECTION 32 TOWNSHIP 31 SOUTH RANGE 19 EAST

CITY OF APOLLO BEACH HILLSBOROUGH COUNTY FLORIDA

SHEET 2 OF 2

PROJECT No.: 25034

TOPOGRAPHIC SURVEY
VILLEMARIE ROAD & US HIGHWAY 41

CERTIFIED TO: LIGHTHOUSE ENGINEERING

TAB 15

Hawkins Service Company, LLC
7601 Industrial Lane
Tampa FL 33637
www.hawkinsserviceco.com
813-871-6610

BILL TO

Harbor Bay Community Development District C/o Rizzetta & Company
3434 Colwell Avenue #Suite 200
Tampa, FL 33614 USA

ESTIMATE
339105666

ESTIMATE DATE
Oct 01, 2025

JOB ADDRESS

Lighthouse
5703 Tybee Island Drive
Apollo Beach, FL 33572 USA

Job: 338755086

ESTIMATE DETAILS

Solution 1 : Remove existing conduit strapped to end of seawall cap and reroute underneath lower seawall cap
Remove home run from j box on side of house feeding to dock panel and run new circuits to dock panel
Remove pvc conduit strapped to end of seawall cap and reroute underneath lower seawall cap
* will need to remove sod company does not repair or replace sod

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
1	Custom Electrical Repair (CER-1.00.0000): Remove existing conduit strapped to end of seawall cap and reroute underneath lower seawall cap Remove home run from j box on side of house feeding to dock panel and run new circuits to dock panel Remove pvc conduit strapped to end of seawall cap and reroute underneath lower seawall cap * will need to remove sod company does not repair or replace sod	1.00	\$5,475.00	\$5,475.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$5,475.00
TAX	\$0.00
TOTAL	\$5,475.00

Thank you for choosing Hawkins Service Company, LLC

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Residential Electrical Estimate as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS

IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

Tab 16



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** November 20, 2025 @ 6:00 PM

District Manager's Report

October 16

2025

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FINANCIAL SUMMARY

8/31/2025

General Fund Cash & Investment Balance: \$1,153,597

Reserve Fund Cash & Investment Balance: \$2,317,839

Mirabay Fund Cash \$42,562

Evergreen Fund Cash & Investment Balance \$219,929

Debt Service Fund Investment Balance: \$1,420,085

Total Cash and Investment Balances: \$5,154,012

General Fund Expense Variance: \$333,304 Over Budget

Reserve Fund Expense Variance: \$311,511 Over Budget

Mirabay Fund Expense Variance: \$7,597 Under Budget

Evergreen Fund Expense Variance: \$6,795 Over Budget

Tab 17



Harbor Bay CDD / MiraBay Community
Chastity Kelly, Director of Operations
September 2025 Report

Summary

Since joining the MiraBay team on September 10th, I have been working closely with each department to identify opportunities for greater efficiency and improved service delivery. My approach has been to operate the MiraBay Club with a resort-style mindset, which has already been well received by our residents. Additionally, we have hired Christie Cornwell as Assistant Director of Operations. Christie brings more than 20 years of resort and private country club management experience and has been a valuable addition to our leadership team.

Reception

- Reception hours have been adjusted to ensure residents are welcomed and assisted earlier in the day.
 - Monday–Thursday: 9:00 a.m.–6:00 p.m.
 - Friday: 9:00 a.m.–9:00 p.m.
- I have built SOPs for the Front desk with greeting our residents, visitors and how we handle intakes of internal and external events.

Housekeeping

- We welcomed Daniel Ware to our Housekeeping Team to support the growing needs of the MiraBay community.
 - Schedule: Wednesday–Thursday, 4:00 p.m.–9:00 p.m.; Friday–Sunday, 1:00 p.m.–9:00 p.m.
 - Daniel’s schedule complements that of our long-time housekeeper, Tony Ramos.

- Daniel is responsible for both deep cleaning projects and routine upkeep across the property, including the Main Clubhouse, Promenade, Lagoon Room, Outfitters, Dockers, Gym, Café, Tennis Court restrooms, and Admiral Pointe Clubhouse.
- Residents have already expressed positive feedback on enhanced cleanliness. Recent projects have included deep cleaning of the Tennis House, bathrooms, Admiral Pointe, and pool areas. On weekends, Daniel focuses his efforts on the Main Clubhouse.

Lifeguards

- Fall/Winter lifeguard coverage is now in effect:
 - Friday: 4:00 p.m.–8:00 p.m.
 - Saturday–Sunday: 12:00 p.m.–5:00 p.m.
- The Clubhouse Pool Slide remains open daily during regular pool hours, regardless of lifeguard presence.

Café

- The Café is closed on Mondays during the Fall and Winter season.
- Hours of operation:
 - Tuesday–Thursday: 11:00 a.m.–7:00 p.m.
 - Friday: 11:00 a.m.–9:00 p.m.
 - Saturday–Sunday: 11:00 a.m.–7:00 p.m.
- Themed dining days have been introduced alongside the standard menu, offering variety and engagement:
 - *Tequila & Taco Tuesdays*
 - *Wine Down & Charcuterie Wednesdays*
 - *Tiki Thursdays* (island-inspired cocktails)
 - *Happy Hour Fridays*
 - *Sangria Saturdays*
 - *Football Sundays* (draft beer specials and chicken wings)

- Working to finding a better Food Provider, building Craft Cocktails, and having poolside service on the weekends

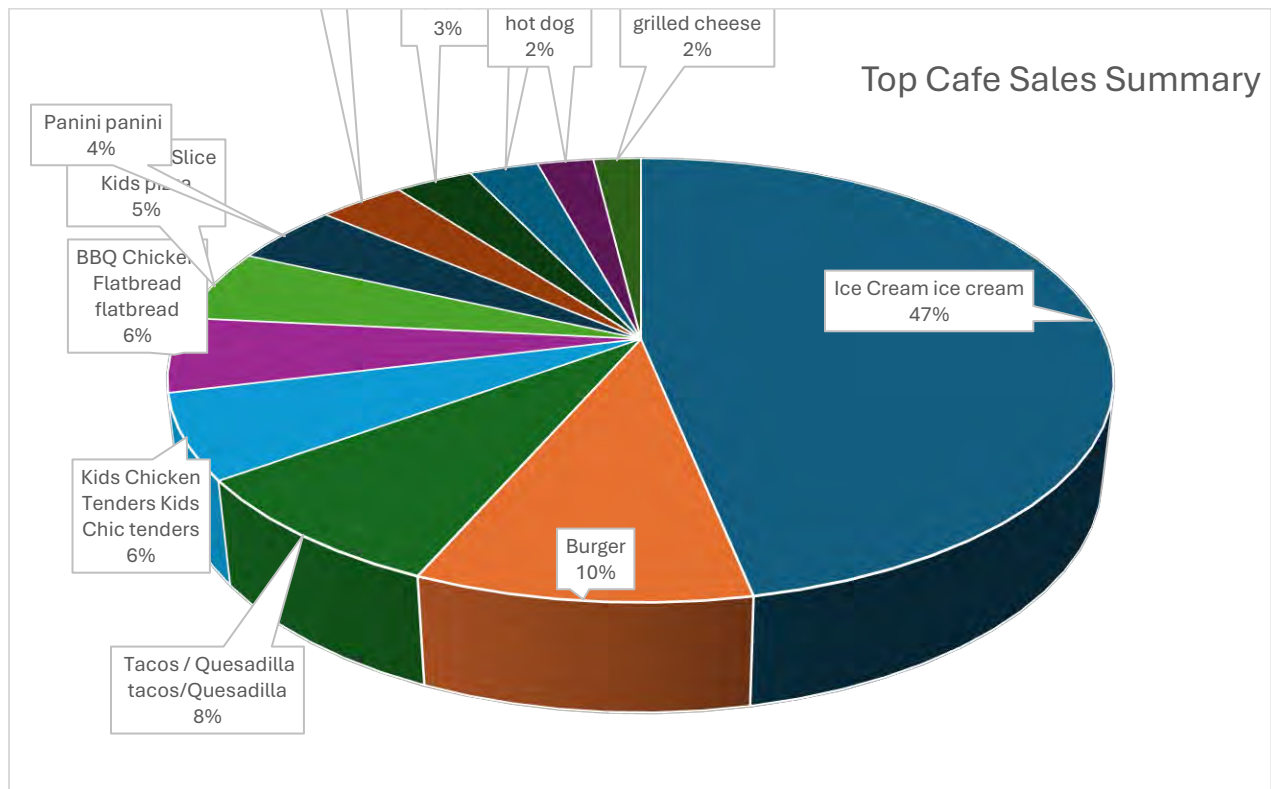
Events

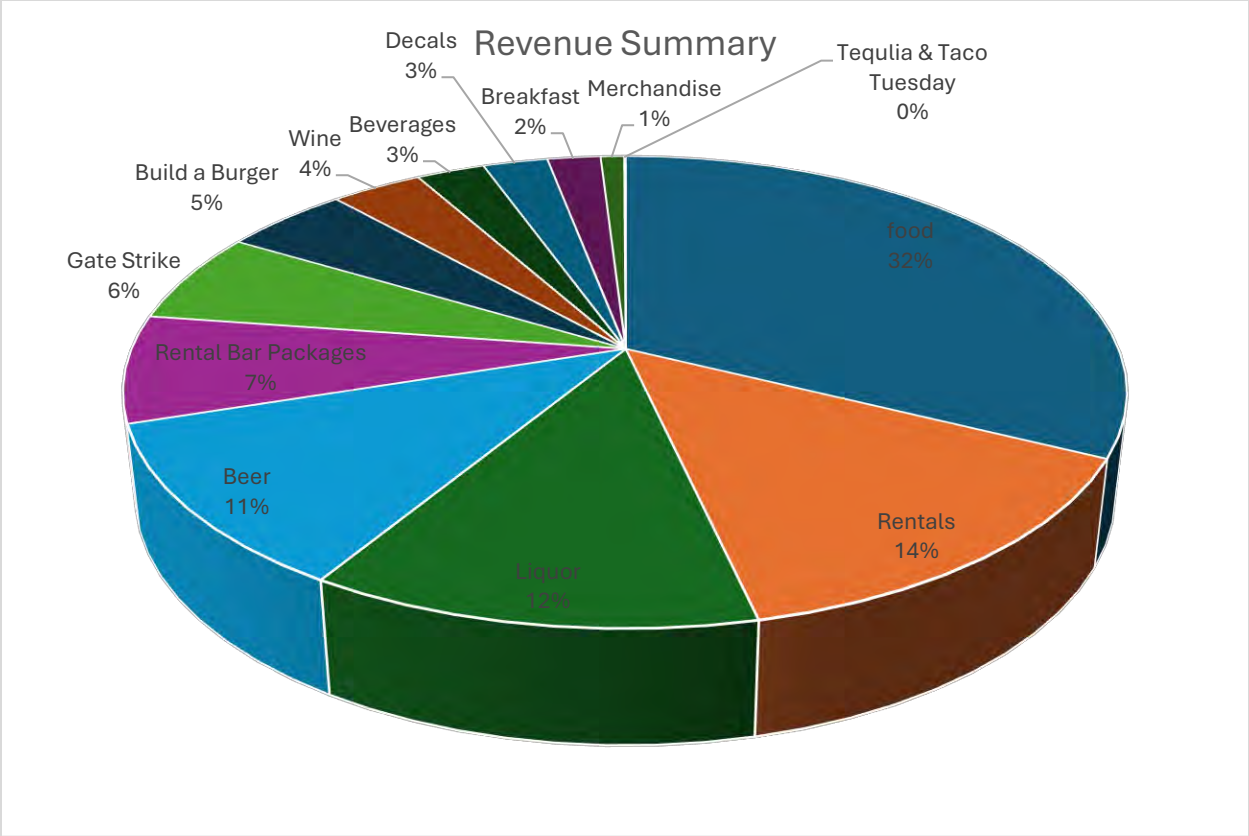
- *Build-A-Burger*: Sales in September doubled compared to July and August. The event has transitioned to an outdoor buffet format, which has been very well received.
- *Outfitters Brunch*: Previously known as the Galley Breakfast, this event has been relocated and reimagined as a brunch buffet overlooking the Lagoon and terrace. The menu includes traditional breakfast items, caprese salad, and build-your-own Bloody Mary and Mimosa stations. Resident response has been excellent, with zero food waste and enhanced presentation utilizing the Catering Kitchen. Monthly menu variations are planned to maintain resident engagement.
- *Harvest Festival*: Scheduled for October 18th, 4:30–7:30 p.m. Planning and preparations are complete, with a wide range of activities ready for the community.
- *Tri Racquet Tournament*: Halloween Smash is scheduled for October 25th, in assistance with the Tennis club, I have helped with a Food Truck to add more flare and to gather the community together.
- *Best Buddies Event* – Tentative for November 1, this event could bring 100-200 guests to our Clubhouse. We are looking to possibly host this on our front lawn with multiple bars and merchandise.
- *Will be hosting an all inclusive six-course wine dinner with a Wine Maker*. This will be Limited seating.

Operations

- Standard Operating Procedures (SOPs) have been developed across departments to ensure consistency.
- Training programs are being designed so all new hires receive structured and standardized onboarding.
- Café operations are being reorganized to improve functionality, efficiency, and product flow.
- Café staff have begun deep cleaning and reorganization projects to streamline storage and create additional space.

- We are working with Anne Walters from Florida Children and Families for the licensing and requirements needed to reopen the Afterschool Program and Summer Camp.
- See attached images which include September 2025, Top Sales Summary and overall Revenue Summary per category.





Tab 18



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

Date of report: 10/06/2025

Submitted by: Joel Newton

Large Project Updates as of 10/06/2025

- Added drinking fountain for tennis courts
- Hiring plumber to install ice machine, fix backflow preventor next to court 5, and reset toilets and valves in bathroom to eliminate foul odor
- Replaced main water riser sensor in clubhouse that was causing multiple alarms
- Inspected boat lift and installing new bushings
- Number 2 well fuses and new drive installed
- Main pool heater fan replaced (warranty)
- Bay Breeze gate security post hit (damages paid for) repair from Envera in process
- South fountain jet broke and blew off, replacement ordered
- Multiple irrigation repairs by Lee Te Kim and team
- Proposals for main pool slide stairs restoration

Small Project Updates

- Cross walk guy on Mirabay Blvd hit and reinstalled
- Repaired café line cooler
- Fixed broken clubhouse railing
- Repaired multiple potholes in community
- Repaired and repainted multiple monument bases
- Main pool pump number 1 impeller replaced
- Main pool slide stair steps repaired for safety
- Installed and stained new railings at the boat lift
- North gate callbox and fitness center card reader fixed
- Replaced door handles in clubhouse
- New main pool flags
- Boat lift Kayak rack repaired
- Tennis court rehab with all new bulbs and handles
- Lee Te Kim Park pergola flooring replaced
- Painting touch ups around pool



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

Date of report: 10/06/2025

Submitted by: Joel Newton

Pressure Washing update

- Clubhouse Promenade
- Clubhouse Front Yard
- Outfitters Boat Docks
- AP Clubhouse
- MiraBay Blvd

Tab 19

MINUTES OF MEETING

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

**HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT**

The workshop Meeting of the Board of Supervisors of Harbor Bay Community Development District was held on **Thursday, August 21, 2025, 6:00 p.m.** at the Harbor Bay Clubhouse at 107 Manns Harbor Drive, Apollo Beach, FL 33572.

Present and constituting a quorum:

Daniel Leventry	Board Supervisor, Chair
Dean Walters	Board Supervisor, Assistant Secretary
Michael Rodriguez	Board Supervisor, Assistant Secretary
	(joined via zoom)

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company
Matthew Huber	Regional District Manager, Rizzetta & Company
Andy Cohen	District Counsel, Persson, Cohen, Mooney
Amy Palmer	Operations Manager, Lighthouse Engineering, Inc.
Darrin Mossing	Representative, GMS

FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 6:00 p.m. and performed roll call.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience members addressed the Board regarding the 2025-2026 budget.

FOURTH ORDER OF BUSINESS

**Discussion of Fiscal Year 2025-2026
Budget**

The Board discussed the Fiscal Year 2025-2026 budget.

FIFTH ORDER OF BUSINESS

Continuance

This meeting was continued to August 28, 2025 at 6:00 p.m. at the Harbor Bay Clubhouse, 107 Manns Harbor Drive, Apollo Beach, FL 33572.

Assistant Secretary

Chairman / Vice-Chairman

Tab 20

MINUTES OF MEETING

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

**HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT**

The Continued Meeting of the Board of Supervisors of Harbor Bay Community Development District was held on **Monday September 8, 2025, 6:00 p.m.** at the Harbor Bay Clubhouse at 107 Manns Harbor Drive, Apollo Beach, FL 33572.

Present and constituting a quorum:

Daniel Leventry	Board Supervisor, Chair
Tim Nargi	Board of Supervisors, Vice Chair
Dean Walters	Board Supervisor, Assistant Secretary
Steve Finley	Board Supervisor, Assistant Secretary
Michael Rodriguez	Board Supervisor, Assistant Secretary (Via Phone)

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company
Matthew Huber	Regional District Manager, Rizzetta & Company
Andy Cohen	District Counsel, Persson, Cohen, Mooney
Amy Palmer	Operations Manager, Lighthouse Engineering, Inc. (Via phone)

FIRST ORDER OF BUSINESS

Call to Order

The meeting was called to order at 6:00 p.m. and performed roll call.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

Mr. Cohen requested a motion for voting rights for Mr. Finley and Mr. Rodriguez.

On a Motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board of Supervisors approved Board of Supervisor Mr. Finley, on call for the Harbor Bay Community Development District Meeting to appear and allow him voting privileges for the Harbor Bay Community Development District.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

September 8, 2025

Page 2

On a Motion by Mr. Nargi, seconded by Mr. Finley , with two in favor, and two against (Mr. Leventry) , (Mr. Walters) the Board of Supervisors and the motion failed for Mr. Rodriguez having voting privileges on the call for the Harbor Bay Community Development District Meeting to appear and allow him voting privileges. Mr. Rodriguez can participate but as a member of the public but will not participate voting as a board member for the Harbor Bay Community Development District.

There were no audience comments.

FOURTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2025/2026 Final Budget**

On a Motion by Mr. Leventry, seconded by Mr. Nargi , with all in favor, the Board of Supervisors, Opened the Public Hearing on the Fiscal Year 2025/2026 Final Proposed Budget for the Harbor Bay Community Development District.

There were no audience comments.

On a Motion by Mr. Leventry, seconded by Mr. Walters, with all in favor, the Board of Supervisors, Closed the Public Hearing on the Fiscal Year 2025/2026 Final Proposed Budget for the Harbor Bay Community Development District.

The Board of Supervisors held a discussion about the Sworn Statement in Proof to the Florida Insurance Alliance settlement on the insurance claim with an offer of \$186,581.88.

On a Motion by Mr. Walters, seconded by Mr. Leventry, with all in favor, the Board of Supervisors, approved the insurance claim settlement in the amount of \$186,581.88 for the Harbor Bay Community Development District.

The Board of Supervisors held a discussion and made adjustments to the line items regarding the final proposed budget. Mr. Walters addressed concerns regarding the district insurance. Mr. Hayes addressed Mr. Walters concerns and concluded that the district can save approximately \$10,000.00 compared with Egis. Mr. Cohen commented to Mr. Walters regarding previous discussion with GMS that no money from this proposed budget is being transferred from the management fund. Mr. Walters stated that's correct to Mr. Cohen. The Board of Supervisors held a discussion and asked Mr. Finley if he had any comments or changes. Mr. Finley appreciated the residents and the workshop working with Mr. Walters although he did not agree with comments or suggestions from the residents. Mr. Cohen held a discussion regarding the demand letter for the roofing deposit and has not received a response and noted that this discussion will be on the next meeting .

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

September 8, 2025

Page 3

On a Motion by Mr. Finley, seconded by Mr. Leventry, with all in favor, the Board of Supervisors, approved the Fiscal Year 2025/2026 Final Proposed Budget not to exceed 10 % as the cost of the increase of the budget for the Harbor Bay Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2025-07
Approving Fiscal 2025/2026 Final
Budget**

Mr. Cohen presented Resolution 2025-07 to the Board of Supervisors.

On a Motion by Mr. Leventry, seconded by Mr. Walters , with all in favor, the Board of Supervisors, adopted Resolution 2025-07 Adopting Fiscal Year 2025/2026 Budget with not to exceed of 10% percent increase year to year for the Harbor Bay Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2025-08
Imposing Special Assessments and
Certifying an Assessment Roll for
Fiscal Year 2025-2026**

Mr. Cohen presented Resolution 2025-08 Levying Operations & Maintenance Assessments for Fiscal Year 2025/2026 to the Board of Supervisors.

On a Motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board of Supervisors, adopted Resolution 2025-08 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2025-2026 for the Harbor Bay Community Development District.

SEVENTH ORDER OF BUSINESS

**Discussion of Request for Proposal
(RFP) for Amenity Management
Services**

Mr. Cohen and the Board of Supervisors held a discussion for the request for proposal (RFP) for the Amenity Management Services. Mr. Cohen clarified the changes that were made on the request for proposal (RFP).

On a Motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board of Supervisors, approved the Request for Proposal (RFP) as written by Mr. Cohen for the Harbor Bay Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of Paychex Services for
District Employees**

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

September 8, 2025

Page 4

On a Motion by Mr. Walters, seconded by Mr. Leventry, with all in favor, the Board of Supervisors, ratified the Paychex Services for the District Employees with a First Year Total of \$17,187.68 that includes \$930.00 one-time set up fees and then an annual total will be \$16,257.68 for the Harbor Bay Community Development District.

NINTH ORDER OF BUSINESS

Ratification of Liquor License Transfer

Mr. Hayes presented the ratification of the Liquor License Transfer to the Board of Supervisors. The Board of Supervisors held a discussion regarding who is the responsible party now which was approved last week. Mr. Cohen advised that they received email confirmation from Egis that we have proper liquor liability coverage.

On a Motion by Mr. Leventry, seconded by Mr. Walters, with all in favor, the Board of Supervisors, ratified the Liquor License Transfer for the Harbor Bay Community Development District.

TENTH ORDER OF BUSINESS

Authorization to Release Payment to GMS-Tampa for Certifying the Assessment Roll

Mr. Hayes presented the authorization to release payment to GMS- Tampa for Certifying the Assessment Roll.

On a Motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board of Supervisors, approved to authorize to release payment to GMS -Tampa for certifying the assessment roll for the Harbor Bay Community Development District.

ELEVENTH ORDER OF BUISNESS

Ratification of Engagement Letter with Persson, Cohen, Mooney, Fernandez & Jackson to Provide District Counsel Services

On a Motion by Mr. Nargi, seconded by Mr. Leventry, with all in favor, the Board of Supervisors, ratified the Engagement Letter with Persson Cohen Mooney Fernandez to provide District Counsel Services for the Harbor Bay Community Development District.

TWELFTH ORDER OF BUSINESS

Ratification of Agreement with Rizzetta & Company to provide District Management Services

On a Motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board of Supervisors, ratified the agreement with Rizzetta & Company to provide District Management for the Harbor Bay Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolutions for District
Management Services**

Mr. Cohen presented and explained the resolutions to the Board of Supervisors.

On a Motion by Mr. Nargi, seconded by Mr. Leventry , with all in favor, the Board of Supervisors, 2025-09 (Redesignating Certain Officers District), 2025-10 (Resolution 2025-10 Appointing & Fixing the Compensation of the District Manager, Assessment Consultant & Dissemination Agent), 2025-11 (Designating a Registered Agent & Registered Office of the District), 2025-12 (Redesignating a Public Depository for Funds of the District), 2025-13 Redesignating the Primary Administrative Office & Principal Headquarters & Designating a Local Records Office for the Harbor Bay Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-14
Adopting the Annual Meeting Schedule
For Fiscal Year 2025/2026**

Mr. Hayes presented Resolution 2025-14 adopting the annual meeting schedule for Fiscal Year 2025/2026 to the Board of Supervisors.

On a Motion by Mr. Nargi, seconded by Mr. Walters, with all in favor, the Board of Supervisors, adopted Resolution 2025-14 Adopting the Annual Meeting Schedule for Fiscal Year 2025-2026 for the Harbor Bay Community Development District.

FIFTEENTH ORDER OF BUSINESS

**Approval of Insurance Policy
For Fiscal Year 2025/2026**

On a Motion by Mr. Leventry, seconded by Mr. Walters, with all in favor, the Board of Supervisors, approved the Preferred Government Insurance Trust Insurance Policy proposal by adding Pollution Liability Insurance with Hull/Intact for Fiscal Year 2025/2026 and authorize the Chair to execute the new Harbor Bay Community Development District Insurance policy for the Harbor Bay Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Acceptance of Audit Engagement
Letter for Fiscal Year 2025/2025**

On a Motion by Mr. Walters, seconded by Mr. Nargi, with all in favor, the Board of Supervisors, accepted Grau & Associates Audit Engagement Letter for Fiscal Year 2024/2025 for the Harbor Bay Community Development District.

SEVENTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Mr. Cohen provided the Board of Supervisors with an update regarding coordination with the District Engineer on encroachment agreement matters, as well as agreements related to two properties and property transfers. He received an active to-do list from the previous district counsel and from Ms. Palmer. Mr. Cohen also reported that a demand letter was sent seeking reimbursement for roof replacement costs from parties responsible for the damage. Additionally, he noted that he can prepare a formal Request for Proposal (RFP) and bring it back to the Board of Supervisors for consideration. He reminded the Board of Supervisors that the district has a public hearing for the amenity rules and stated he will prepare a resolution. The Board of Supervisors requested that the amenity rules public hearing be added to the October 16, 2025 Harbor Bay Community Development District meeting agenda.

B. District Engineer

On a Motion by Mr. Nargi, seconded by Mr. Finley, with all in favor the Board of Supervisors, approved 1046 Signed Dock Applications for the Harbor Bay Community Development District.

Ms. Palmer informed the Board of Supervisors that she is currently seeking a reputable company to seal the seawalls.

C. District Manager Report

Mr. Hayes reminded the Board that the next Harbor Bay Community Development District regular meeting will be on September 18, 2025. Mr. Hayes explained that the regular meeting for October at Harbor Bay Community Development District will be on October 16, 2025. Mr. Hayes provided an update to the Board of Supervisors regarding the conversion of the school status website.

On a Motion by Mr. Finley, seconded by Mr. Leventry, with three in favor, and one against (Mr. Walters) the Board of Supervisors, approved to cancel the Harbor Bay Community Development District Board of Supervisors Meeting that is scheduled on September 18, 2025 for the Harbor Bay Community Development District.

On a Motion by Mr. Nargi, seconded by Mr. Leventry, with all in favor, the Board of Supervisors approved to terminate the Venturesin.com Harbor Bay Community Development District website agreement and authorize Mr. Cohen to prepare and provide a 30-day written notice to this vendor for the Harbor Bay Community Development District.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

September 8, 2025

Page 7

EIGHTEENTH ORDER OF BUSINESS

**Consideration of Consent Agenda
Items/ Business Administration**

On a Motion by Mr. Walters, seconded by Mr. Finley, with three all in favor, and one against (Mr. Nargi) the Board of Supervisors, approved the July 24, 2025 Board of Supervisors Regular meeting minutes, July 29, 2025 Recessed Board of Supervisors meeting minutes, July 2025 Check Registers, and July 2025 Financial Statements, for the Harbor Bay Community Development District.

NINETEENTH ORDER OF BUSINESS

Supervisor Requests/ Audience Comments

There was an audience comment about the Sheriff investigations. The Board of Supervisors addressed the audience comment. Mr. Nargi presented a Hillsborough County Sheriff police report to the Board of Supervisors, and a discussion took place about the report.

TWENTIETH ORDER OF BUSINESS

Adjournment

Mr. Cohen informed Mr. Hayes that we do not have a quorum due to a Board member leaving the meeting. The Harbor Bay Community Development District meeting would stand adjourned at 7:14 p.m. for the Harbor Bay Community Development District.

Assistant Secretary

Chairman / Vice-Chairman

Exhibit

From: Alessandro J Angelini <ajangelini@gmail.com>

Sent: Wednesday, September 3, 2025 9:05 AM

To: Lynn Hayes <LHayes@rizzetta.com>

Subject: [EXTERNAL]Fwd: Written Objection: Marisol Pointe CDD Assessment (20-Day Notice)

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

----- Forwarded message -----

From: Alessandro J Angelini <ajangelini@gmail.com>

Date: Thu, Aug 14, 2025 at 4:30 PM

Subject: Written Objection: Marisol Pointe CDD Assessment (20-Day Notice)

To: Amanda Ferguson <aferguson@gms-tampa.com>

Dear Amanda,

Please find below my **written objection** regarding the proposed CDD assessment for Marisol Pointe. This submission is made **within the 20-day notice period** from the date of the notice (August 1, 2025) and should be formally entered into the record for the upcoming public hearing.

The letter details

- Service disparities affecting Marisol Pointe residents.
- Questions regarding roadway funding and oversight.
- Requests for review of assessment methodology and compliance documentation.
- Supporting legal background under Florida Statutes Chapter 190.

I do not plan to attend the hearing in person, but I respectfully request that my comments and requests be considered by the Board as part of the hearing process.

Please confirm receipt of this submission.

Thank you for your attention to this matter.

Sincerely,

Alessandro Angelini

982 Signet Dr, Apollo Beach, FL 33572

Dear Harbor Bay CDD Board Members,

I am writing as a resident of Marisol Pointe to formally submit a **written objection** regarding the proposed CDD assessment and to request a review of related services. This submission is made **within the 20-day period** from the date of your notice (August 1, 2025) and should be considered part of the public hearing process, even though I do not plan to attend the hearing in person.

1. Service Disparities

Although Marisol Pointe lots are assessed at the same rate as other neighborhoods of similar size within legacy Mirabay, we do not currently receive the same level of CDD provided services. Specifically, Marisol Pointe lacks gated access, CDD maintained roads, and CDD security standards.

The approved development plans and marketing materials, along with the presence of gate pads and infrastructure, indicate that gated access was both planned and partially constructed for Marisol Pointe. This feature has not been delivered, reducing the scope of services originally contemplated.

While Park Square Homes (PSH) is responsible for certain development and maintenance obligations, the CDD retains statutory oversight to ensure community standards are maintained and assessments are fairly applied to all residents.

2. Road Status, Funding Source, and Oversight

We request confirmation from GMS regarding whether the roadway serving Marisol Pointe was financed with CDD bond proceeds.

- If the roadway was bond-funded, it constitutes a CDD asset, and any transfer to Hillsborough County would require formal CDD Board approval in a properly noticed public meeting, consistent with the Engineer's Report, bond resolutions, and Florida Statutes Chapter 190.
- If the roadway was not bond-funded, it nonetheless appears in the approved Master Plan for MiraBay. Any material deviation from the approved plan, including transfer

to another governmental entity, should be reviewed and approved by the CDD Board.

In both scenarios, the CDD has a statutory and fiduciary obligation to preserve community standards, ensure uniformity of services, and act in the best interest of all property owners. Even if some responsibilities were intended for the developer, the CDD has the authority and duty to adjust assessments to reflect the actual level of services provided.

3. Legal Basis for Assessment Revision

We respectfully request that the Board direct the district's assessment consultant to:

- Conduct a service benefit analysis specific to Marisol Pointe.
- Quantify differences in benefits relative to other similarly assessed neighborhoods.
- Recommend an adjustment to assessments that reflects the actual level of services provided until parity is restored.

4. Standards for Asset Transfer

We request that the CDD adopt a formal policy prohibiting the transfer of any planned infrastructure until all promised improvements and services are completed per the approved Master Plan and Engineer's Report. Accepting transfers prematurely risks undermining the community's integrity and value.

Requested Actions

1. Confirm the funding source for the Marisol Pointe roadway.
2. Provide documentation of all actions related to its transfer to Hillsborough County, including Board approvals, agreements, and correspondence.
3. Conduct a compliance review to determine whether the transfer aligns with the approved Master Plan and statutory obligations.
4. Initiate a review of Marisol Pointe's assessments to ensure they comply with Florida Statute 190.021(3) and reflect the services actually provided.

Legal Background and Support (for reference)

Community Development Districts (CDDs) are governed by **Chapter 190 of the Florida Statutes**, which establishes the authority, responsibilities, and procedural requirements for CDDs. Key provisions include:

- **Florida Statute §190.021(3):** Requires assessments to be fair, equitable, and reasonably allocated based on the special benefits received by each parcel. Assessments must reflect the actual level of services provided.

- **Florida Statute §190.033(1)(b):** Requires that residents be given notice and an opportunity to submit objections to proposed assessments prior to adoption.
- **Public Hearing Rights:** Residents have the statutory right to submit written objections or comments on proposed assessments. The CDD cannot charge for exercising this statutory right, and objections submitted within the designated period must be considered as part of the hearing process.
- **Fiduciary Duty:** The CDD Board has a fiduciary duty to ensure assessments are equitable, properly allocated, and reflect actual services provided. Any material deviations from approved development plans (including asset transfers) must be reviewed and approved by the Board to protect property owners' interests.

Submission Note:

This letter has been submitted via email to the General Manager ([GMS email]) on [date] as part of the 20-day notice period for written objections. I respectfully request that it be formally entered into the record for the upcoming public hearing.

Our intent is not to dispute the CDD's authority or avoid obligations, but to ensure assessments are consistent with services actually provided. We respectfully request that the Board consider this matter in a manner that treats all residents equitably and provide a timely and substantive response.

Sincerely,
Alessandro Angelini

Tab 21

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA (239) 936-0913
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures August 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,581.75**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Harbor Bay Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Lee Te Kim Lawn Care & Nursery	300000	AUG 06783	Irrigation Repairs 08/25	\$ 840.00
Oski Enterprises Inc	300001	INVp-9629	Mira Bay Signage - Balance Due 08/25	\$ 686.19
Peak Engineering & Consulting, LLC	300002	1348	Engineering Services 05/25-07/25	\$ 10,675.00
The Observer Group, Inc.	300003	25-02601H	Legal Advertising 08/25	\$ 181.56
Triangle Pool Service	300004	321144	Robotic Cleaner 08/25	<u>\$ 4,199.00</u>
Report Total				<u>\$ 16,581.75</u>

127 16th Avenue SW
Ruskin, FL 33570

Date	Invoice #
8/27/2025	AUG 06783

Bill To
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT C/O RIZZETTA & COMPANY 3434 COLWELL AVENUE, SUITE 200 TAMPA, FL 33614

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	MIRABAY BLVD. - SHELL COVE FENCE LINE: IRRIGATION REPAIRS REPLACED (3) SPRAY BODY & (3) NOZZLES	405.00	405.00
	CLOCK A, ZONE 13 REPLACED 1/2" SPRINKLER LINE (2) COUPLINGS 8" FLEX HOUSE	435.00	435.00
		Total	\$840.00



7211 US Highway 19 N
Pinellas Park, FL 33781
(727) 327-7755

Invoice

INVp-9629

www.signarama-pinellas.com

Payment Terms: 50/50

Created Date: 3/15/2025

DESCRIPTION: Mira Bay signage update

Bill To: Harbor Bay Community Deveopment District, C/O Rizzetta
3434 Colwell Ave Suite 200
Tampa, FL 33614
US

Pickup At: Signarama Pinellas
7211 US Highway 19 N
Pinellas Park, FL 33781
US

Ordered By: Mark Isley
Email: Fieldops@mirabayclub.com
Tax ID: 85-8012574204C-8

Salesperson: Christopher Oliszewski
Email: Chris@signarama-pinellas.com

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Boat lift-no swimming	4	\$130.19	\$0.00	\$520.77
1.1	Vinyl Print Cal Air Release - Part Qty: 1 Width: 36.00" Height: 20.00" Text: No Swimming Diving or Jumping				
1.2	Composite Aluminum, 6mm - Part Qty: 1 Width: 36.00" Height: 20.00"				
2	Boat Lift Reminder	2	\$237.96	\$0.00	\$475.92
2.1	Composite Aluminum, 6mm - Part Qty: 1 Width: 48.00" Height: 28.00"				
2.2	Vinyl Print Cal Air Release - Part Qty: 1 Width: 48.00" Height: 28.00" Text: Boat Lift Reminder				
3	Boat lift- swipe card here	2	\$17.25	\$0.00	\$34.49
3.1	Composite Aluminum, 3mm - Part Qty: 1 Width: 6.00" Height: 12.00"				

3.2	Vinyl Print Cal Air Release - Part Qty: 1 Width: 6.00" Height: 12.00" Text: Swipe Card Here				
4	Manns Harbor Gate- Welcome to Mira Bay	1	\$261.80	\$0.00	\$261.80
4.1	Composite Aluminum, 6mm - Part Qty: 1 Width: 30.00" Height: 36.00" Text: Routed ACM. 30wide, 36 tall with half circle finished top.				
4.2	Vinyl Print Cal Air Release - Part Qty: 1 Width: 30.00" Height: 36.00"				
5	Wolf Creek Park Sign	1	\$463.33	\$0.00	\$463.33
5.1	Composite Aluminum, 6mm - Part Qty: 1 Width: 64.00" Height: 30.00" Text: Routed ACM oval(like Lee T Kim park sign)				
5.2	Vinyl Print Cal Air Release - Part Qty: 1 Width: 64.00" Height: 30.00"				
6	Wolf Creek Park- handicap accessible sign	1	\$52.00	\$0.00	\$52.00
6.1	Composite Aluminum, 6mm - Part Qty: 1 Width: 64.00" Height: 9.00"				
7	Admiral Point Residents Only gate signs	2	\$213.08	\$0.00	\$426.16
7.1	Composite Aluminum, 6mm - Part Qty: 1 Width: 36.00" Height: 18.00" Text: Routed ACM oval				
7.2	Vinyl Print Cal Air Release - Part Qty: 1 Width: 36.00" Height: 18.00"				
8	Maximum water depth-2 at main, 1 at AP	3	\$40.06	\$0.00	\$120.18
8.1	Composite Aluminum, 3mm - Part Qty: 1 Width: 18.00" Height: 12.00"				

8.2	Vinyl Print Cal Air Release - Part Qty: 1 Width: 18.00" Height: 12.00" Text: Maximum Water Depth 5 feet Blue on white with blue border.				
9	Main Gate "Residents Only" sign				
9.1	Composite Aluminum, 6mm - Part Qty: 1 Width: 72.00" Height: 8.00"				
9.2	Vinyl Print Cal Air Release - Part Qty: 1 Width: 72.00" Height: 8.00" Text: "Residents Only" with a downward facing arrow on each end. Blue on white				
	1	\$125.94	\$0.00	\$125.94	

Thanks for choosing us! If you have any questions or comments during this process, please don't hesitate to reach out. We'll work hard to ensure your project is completed on time and on budget.

We've been producing quality signs and graphics to help businesses grow for more than 22 years. Let us help you grow your business with signs, graphics, and wraps! If you have other projects on the horizon, we'd love to provide additional estimates.

Standard payment terms are 50% deposit for orders over \$500, with the balance due upon pickup or installation. Orders under \$500 are paid in full at time of order. Net terms available upon request.

Subtotal:	\$2,480.59
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$2,480.59
Amount Paid:	\$1,794.40
BALANCE DUE:	\$686.19

TRANSACTIONS		
Date	Type	Amount
7/21/2025	CustomerCredit	\$1,794.40



Peak Engineering And Consulting LLC

1201 6th Ave W, Ste 100-A372
Bradenton, FL 34205 US
+19415002458
ap@peakeac.com

**INVOICE****BILL TO**

Harbor Bay Community Development District
C/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

INVOICE #
1348

DATE
07/31/2025

TERMS
Due on receipt

DUE DATE
07/31/2025

PROJECT

Harbor Bay - Hurricane Damage

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/05/2025	Services	Review insurance denial and scope of work for Mira Bay Club	2	225.00	450.00
05/19/2025	Services	Onsite visit to review reported damage in Mira Bay Club and Youth Clubhouse - Expert Witness	4	350.00	1,400.00
05/19/2025	Services	Initial findings report on damage - Expert Witness	3	350.00	1,050.00
05/20/2025	Services	Review and correspondence regarding opinion for the contract for roof replacement	2	225.00	450.00
05/23/2025	Services	Project coordination and correspondence	1.50	225.00	337.50
05/29/2025	Services	Project coordination and correspondence	1	225.00	225.00
06/03/2025	Services	Incorporate final comments, sign and seal report	1	350.00	350.00
06/11/2025	Services	Create bid tab for vendors submitting bids to allow for minimum warranty and performance and some way to evaluate proposals	3	225.00	675.00
06/13/2025	Services	Request proposals from Quality and Dynamic	1.50	225.00	337.50
06/20/2025	Services	review several proposals, discussions with Amy Palmer	2.50	225.00	562.50
06/24/2025	Services	Consulting with Amanda regarding tarp removal	1	225.00	225.00

06/25/2025	Services	Correspondence and research, review Rightway agreements	3	225.00	675.00
07/02/2025	Services	Lighthouse exterior site visit, correspondence with Amy and Amanda	4	225.00	900.00
07/09/2025	Services	Summary Letter of Involvement	2	225.00	450.00
07/11/2025	Services	Compile bid summary for 7 vendor submittals	4	225.00	900.00
07/15/2025	Services	Meet with DL, MR to review Bay club, youth clubhouse and lighthouse damage and repairs	3.50	225.00	787.50
07/24/2025	Services	Board Meeting	4	225.00	900.00

Please make checks payable to:
Peak Engineering & Consulting, LLC

BALANCE DUE

\$10,675.00

Mail to:
1201 6th Ave W, Ste 100-A372
Bradenton, FL 34205

Pay invoice

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-02601H

Date 08/29/2025

Attn:
Harbor Bay CDD - Rizzetta
3434 COLWELL AVENUE SUITE 200
TAMPA FL 33614

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-02601H

\$181.56

Notice of Continued Public Hearing and Continued Board of Supervisors Meeting

RE: Continued Public Hearing and Meeting on September 8, 2025 at 6:00 pm.; Harbor Bay CDD

Published: 8/29/2025

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$181.56

Payment is expected within 30 days of the
first publication date of your notice.

RECEIVED
08/28/25

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Notice of Continued Public Hearing and Continued Board of Supervisors Meeting of the Harbor Bay Community Development District

The Board of Supervisors (the "Board") of the Harbor Bay Community Development District (the "District") will hold their continued budget public hearing and continued Board of Supervisors meeting on Monday September 8, 2025, at 6:00 p.m. at the Mira Bay Clubhouse, 107 Manns Harbor Drive, Apollo Beach, FL 33572.

The purpose of the continued public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2025-2026 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "O&M Assessments").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A continued meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at www.harborbaycdd.org, or may be obtained by contacting the District Manager's office via email at lhayes@rizzetta.com, or via phone at (813) 994-1001.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the public hearing/meeting and in any future year.

TOTAL O&M BUDGET		\$4,957,825.00
DISCOUNTS AND COLLECTIONS @ 6.%		\$316,457.00
TOTAL O&M ASSESSMENT		\$5,274,282.00
LOT SIZE	UNITS	PER LOT O&M
Townhome	213	\$1,228.24
40' Villa	343	\$1,965.18
50' AA2	195	\$2,456.47
60' AA1	114	\$2,947.77
60' AA2	120	\$2,947.77
70' AA1	206	\$3,439.06
80' AA1	78	\$3,930.36
80' AA2	249	\$3,930.36
100' AA1	27	\$4,912.95
10' AA2	61	\$4,912.95
Commercial	23.34	\$1,609.21
TOTAL UNITS 1629.34		

The O&M Assessments (in addition to debt assessments, if any) will appear on the November 2025 County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes and other applicable law. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District prior to the hearing.

The continued public hearing and continued meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Both the public hearing and meeting may be continued again to a date, time, and place to be specified on the record at the hearing and/or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 2 business days prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Lynn Hayes, District Manager
August 29, 2025

25-02601H

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

INVOICE

Triangle Pool Service
12801 Belcher Rd S
Largo, FL 33773

billing@triangle-pool.com
+1 (727) 531-0473
www.triangle-pool.com



Bill to

HARBOR BAY CDD (MIRABAY CLUB)
C/O RIZZETTA & COMPANY
SUITE 200
TAMPA, FL 33614

Ship to

MIRABAY CLUB
107 MANNS HARBOR DRIVE
APOLLO BEACH, FLORIDA 33572

Invoice details

Invoice no.: 00321144
Terms: Net 30
Invoice date: 08/13/2025
Due date: 09/12/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	08/13/2025	9999096X-USW	MAYTRONICS WAVE 100 ROBOTIC CLEANER. SERIAL # L5229TBX5P	1	\$3,999.00	\$3,999.00
2.		FREIGHT	FREIGHT	1	\$200.00	\$200.00

Total **\$4,199.00**

Note to customer

OKED BY MARK BACK ON 5/15/25. SHIPPING WAS DELAYED BY
MANUFACTURER UNTIL TODAY. DELIVERED BY TANNER DRIVER
TODAY 8/13/25

EVERGREEN COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA (239) 936-0913
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures August 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$0.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

**Operation and Maintenance Expenditures
For Board Approval
August 2025**

No Operation and Maintenance Expenses were paid from August 1, 2025 through August 31, 2025. Therefore, there are no new items to present at this time.

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

MIRA BAY
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA (239) 936-0913
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures
August 2025
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$69.50**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Mira Bay Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Coca-Cola Beverages Florida, LLC	200000	MB 48563604014	Beverages 08/25	<u>\$ 69.50</u>
Report Total				<u>\$ 69.50</u>



48563604014
INVOICE

PAYER: CAFE AT MIRA BAY

SHIP TO:

CAFE AT MIRA BAY

MIRABAY HOA INC

107 MANNS HARBOR DR

APOLLO BEACH, FL 33572-3340

REMIT TO:

Coca-Cola Beverages Florida LLC

PO Box: 740909

Atlanta, GA 30374-0909

OUTLET 500130057 INV# 48563604014
STORE# VENDOR#
DSD#
JHP# 48563604 DRV# 099110159 Jarvaris Kitt
PTE# I032RD1 PLT# I032
VHL# 200406506 TRL# 200406563
DEL/ASN# 3270084520 DEL DATE: 08/26/2025 11:42:45 AM

SALES

DESCRIPTION	MAT#	QTY	PRICE	CON#	RATE	NET	EXTENDED
ENHNCD W 2.5GA 1-Ls							69.50
	1/1						
2.5GBIB VW XXX	146932	1	69.50		0.00	69.50	69.50
786162910080	1						

DELIVERY RECAP

ENHNCD W 2.5GA 1-Ls 1/1

NET PRODUCT QTY 1
NET SINGLES QTY 0
NET CONSUMER QTY 1

TOTAL PRODUCTS

69.50

AMOUNT DUE
AMOUNT PAID

69.50
0.00

TERMS Net 15

COG - Beverage

Tab 22



Rizzetta & Company

Harbor Bay Community Development District

**Financial Statements
(Unaudited)**

August 31, 2025

Prepared by: Rizzetta & Company, Inc.

harborbaycdd.org
rizzetta.com

Harbor Bay Community Development District

Balance Sheet

As of 08/31/2025

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Mira Bay Fund	Evergreen Fund	Total Gvmnt Fund	Long-Term Debt
Assets							
Cash In Bank	306,767	0	0	42,562	14,379	378,087	0
Investments	846,830	2,317,839	1,420,085	0	205,550	4,995,853	0
Accounts Receivable							
Accounts Receivable - Other	31,560	0	0	7,568	0	39,128	0
Allowance for Uncollectible Accounts	(28,796)	0	0	(7,568)	0	(36,364)	0
Prepaid Expenses	66,770	0	0	1,669	0	68,439	0
Inventory	0	0	0	27,576	0	27,577	0
Due From Other	5,048	0	18,201	0	0	23,248	0
Amount Available in Debt Service	0	0	0	0	0	0	1,438,286
Amount To Be Provided Debt Service	0	0	0	0	0	0	20,056,714
Total Assets	1,228,179	2,317,839	1,438,286	71,807	219,929	5,495,968	21,495,000
Liabilities							
Accounts Payable	242,188	4,341	0	6,420	3,036	259,020	0
Other Current Liabilities	0	0	0	3,298	0	3,298	0
Due To Other	18,200	0	0	3,466	1,582	24,830	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	21,495,000
Deposits Payable	0	0	0	100	0	100	0
Total Liabilities	260,388	4,341	0	13,284	4,618	287,248	21,495,000
Fund Equity & Other Credits							
Beginning Fund Balance	852,563	2,497,369	1,581,448	39,012	226,829	5,424,050	0
Net Change in Fund Balance	115,228	(183,871)	(143,162)	19,511	(11,518)	(215,331)	0
Total Fund Equity & Other Credits	967,791	2,313,498	1,438,286	58,523	215,311	5,208,719	0
Total Liabilities & Fund Equity	1,228,179	2,317,839	1,438,286	71,807	219,929	5,495,968	21,495,000

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Year To Date 08/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	82,000	75,167	69,596	5,570
Special Assessments				
Tax Roll	4,307,805	4,307,805	4,318,049	(10,243)
Other Misc. Revenues				
Contributions - Park Square	0	0	309,480	(309,480)
Miscellaneous Revenue	15,000	13,750	32,995	(19,245)
Total Revenues	4,404,805	4,396,722	4,730,120	(333,398)
Expenditures				
Legislative				
Supervisor Fees	13,000	11,500	10,600	900
Total Legislative	13,000	11,500	10,600	900
Financial & Administrative				
Accounting Services	54,855	50,284	45,713	4,571
Arbitrage Rebate Calculation	650	650	0	650
Auditing Services	4,800	4,800	4,700	100
Disclosure Report	5,300	4,858	5,230	(372)
District Engineer	115,000	105,417	51,937	53,479
District Engineer - Special	0	0	44,063	(44,062)
District Management	121,900	111,742	112,036	(295)
Dues, Licenses & Fees	175	175	175	0
Financial & Revenue Collections	9,143	8,381	7,620	762
Legal Advertising	7,000	6,416	7,467	(1,051)
Miscellaneous Fees	1,000	917	1,925	(1,008)
Miscellaneous Mailings	700	642	2,909	(2,268)
Property Taxes	4,500	4,500	3,800	700
Public Officials Liability Insurance	6,224	6,224	5,262	962
Trustees Fees	7,100	7,100	5,837	1,263
Website Hosting, Maintenance, Backup & E	8,930	8,185	11,156	(2,970)
Total Financial & Administrative	347,277	320,291	309,830	10,461
Legal Counsel				
District Counsel	140,000	128,334	163,599	(35,265)
District Counsel - Special Counsel	7,000	6,416	14,278	(7,862)
Total Legal Counsel	147,000	134,750	177,877	(43,127)
Security Operations				
Security Monitoring Services	202,386	185,521	162,991	22,529
Total Security Operations	202,386	185,521	162,991	22,529
Electric Utility Services				
Utility - Irrigation	21,000	19,250	20,531	(1,280)
Utility - Recreation Facilities	115,000	105,416	88,732	16,685
Utility - Street Lights	150,000	137,500	140,089	(2,590)
Utility Services -Guard House	4,000	3,667	3,305	362
Total Electric Utility Services	290,000	265,833	252,657	13,177

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025	Through 08/31/2025	Year To Date 08/31/2025	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Gas Utility Service				
Utility Services	4,000	3,667	6,154	(2,488)
Total Gas Utility Service	4,000	3,667	6,154	(2,488)
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	11,500	10,541	13,819	(3,277)
Total Garbage/Solid Waste Control Services	11,500	10,541	13,819	(3,277)
Water-Sewer Combination Services				
Utilities - Amenities	35,000	32,083	19,035	13,048
Utility - Irrigation	17,500	16,042	16,692	(650)
Total Water-Sewer Combination Services	52,500	48,125	35,727	12,398
Stormwater Control				
Aquatic Maintenance	35,940	32,945	19,730	13,215
Fountain Service Repair & Maintenance	2,500	2,292	42,254	(39,963)
Mitigation Area Monitoring & Maintenance	0	0	6,544	(6,544)
Total Stormwater Control	38,440	35,237	68,528	(33,292)
Other Physical Environment				
Flood Insurance	7,230	7,230	3,258	3,973
General Liability & Property Insurance	165,000	165,000	155,931	9,068
Irrigation Maintenance & Repair	35,000	32,083	44,022	(11,938)
Landscape - Annuals/Flowers	25,000	22,917	44,833	(21,917)
Landscape - Mulch	82,500	75,625	82,500	(6,875)
Landscape Irrigation	60,000	55,000	55,840	(840)
Landscape Maintenance	469,000	429,916	447,000	(17,083)
Landscape Maintenance - Contingency	100,250	91,896	23,797	68,098
Landscape Maintenance - Park Square	0	0	309,481	(309,480)
Landscape Maintenance - Turf Grass	273,600	250,800	250,800	0
Landscape Plant Installation	50,000	45,833	40,367	5,467
Landscape Replacement Plants, Shrubs, Tr	50,000	45,834	26,050	19,783
Miscellaneous Maintenance	25,000	22,916	29,200	(6,284)
Water Management Monitoring & Reporting	6,000	5,500	5,500	0
Total Other Physical Environment	1,348,580	1,250,550	1,518,579	(268,028)
Road & Street Facilities				
Asphalt Repair & Maintenance	15,000	13,750	24,793	(11,043)
Street/Parking Lot Sweeping	15,000	13,750	9,190	4,560
Total Road & Street Facilities	30,000	27,500	33,983	(6,483)
Parks & Recreation				
Basketball Court Maintenance & Supplies	2,500	2,292	8,914	(6,623)
Boat Lift Sling Repairs & Maintenance	13,000	11,916	12,012	(94)
Cleaning Supplies	0	0	31,012	(31,013)
Computer Support, Maintenance & Repair	0	0	3,718	(3,718)

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025	Through 08/31/2025	Year To Date 08/31/2025	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Dog Waste Station Supplies & Maintenance	9,800	8,984	25,455	(16,472)
Elevator Maintenance & Permit	3,156	2,893	6,327	(3,434)
Employee - Workers Comp	0	0	160	(160)
Equipment Maintenance & Repairs	0	0	5,073	(5,073)
Facility A/C & Heating Maintenance & Rep	7,350	6,737	12,114	(5,376)
Fitness Equipment Maintenance & Repair	0	0	10,536	(10,536)
Holiday Decorations	20,000	18,333	19,119	(785)
Janitorial Service	84,554	77,508	97,249	(19,742)
Laundry	0	0	8,483	(8,483)
Lifeguard/Pool Monitors	85,877	78,721	34,113	44,608
Maintenance & Repairs	25,000	22,916	39,447	(16,531)
Maintenance Supplies	5,000	4,584	11,937	(7,354)
Office Supplies	2,000	1,833	7,725	(5,892)
Onsite Staffing/Employment	350,033	320,863	340,034	(19,170)
Pest Control	14,000	12,834	8,592	4,242
Playground Repairs	10,000	9,166	488	8,678
Pool Operations & Maintenance	60,000	55,000	79,735	(24,735)
Printing Supplies	4,120	3,777	2,150	1,627
Rentals & Leases	0	0	414	(414)
Street Sign Repair & Replacement	3,090	2,832	5,788	(2,956)
Telephone, Internet, Cable	38,940	35,695	35,511	184
Tennis Court Maintenance & Supplies	4,600	4,217	16,121	(11,905)
Tennis Court Maintenance Personnel	57,730	52,919	31,837	21,083
Vehicle Maintenance	1,000	917	0	916
Total Parks & Recreation	801,750	734,937	854,064	(119,128)
Admiral Point Operations				
Dues, Licenses & Fees	2,130	2,130	0	2,130
Furniture, Fixtures, & Equipment	1,000	916	4,496	(3,578)
Pest Control	840	770	0	770
Pool Operations & Maintenance	8,500	7,792	2,445	5,346
Utility - Electricity	25,000	22,917	16,153	6,764
Utility - Water & Sewer	5,000	4,583	5,128	(545)
Total Admiral Point Operations	42,470	39,108	28,222	10,887
Contingency				
Miscellaneous Contingency	100,000	91,667	19,500	72,166
Total Contingency	100,000	91,667	19,500	72,166
Total Expenditures	3,428,903	3,159,227	3,492,531	(333,305)
Total Excess of Revenues Over(Under) Expenditures	975,902	1,237,495	1,237,589	(94)
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	92,963	92,963	176,419	(83,455)
Interfund Transfer (Expense)				
Interfund Transfer	(1,068,865)	(1,068,865)	(1,298,780)	229,914
Total Other Financing Sources(Uses)	(975,902)	(975,902)	(1,122,361)	146,459

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District
Statement of Revenues and Expenditures
As of 08/31/2025
(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2025	08/31/2025	08/31/2025	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Fund Balance, Beginning of Period	0	0	852,563	(852,563)
Total Fund Balance, End of Period	0	261,593	967,791	(706,198)

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Year To Date 08/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	33,557	30,761	108,760	(77,999)
Total Revenues	<u>33,557</u>	<u>30,761</u>	<u>108,760</u>	<u>(77,999)</u>
Expenditures				
Contingency				
Access Control Maintenance & Repair	0	0	5,250	(5,250)
Asphalt Repair & Maintenance	288,822	288,822	0	288,822
Capital Reserve	0	0	20,340	(20,341)
Hurricane Proceeds	0	0	862,914	(862,914)
Irrigation System, Irrigation Pumps	150,000	150,000	0	150,000
Landscape Maintenance - Contingency	80,342	80,342	0	80,342
Paint Finish Applications, Exterior	60,000	60,000	0	60,000
Park Square Landscape Maintenance	180,000	180,000	168,000	12,000
Pickleball Courts	0	0	66,317	(66,317)
Sidewalk Maintenance & Repair	72,886	72,886	20,740	52,146
Total Contingency	<u>832,050</u>	<u>832,050</u>	<u>1,143,561</u>	<u>(311,512)</u>
Total Expenditures	<u>832,050</u>	<u>832,050</u>	<u>1,143,561</u>	<u>(311,512)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>(798,493)</u>	<u>(801,289)</u>	<u>(1,034,801)</u>	<u>233,512</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	848,563	848,563	977,970	(129,407)
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(127,040)	127,039
Total Other Financing Sources(Uses)	<u>848,563</u>	<u>848,563</u>	<u>850,930</u>	<u>(2,368)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>2,497,369</u>	<u>(2,497,369)</u>
Total Fund Balance, End of Period	<u>50,070</u>	<u>47,274</u>	<u>2,313,498</u>	<u>(2,266,225)</u>

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Year To Date 08/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	44,404	40,704	63,632	(22,928)
Special Assessments				
Tax Roll	1,876,508	1,876,508	1,875,534	974
Total Revenues	<u>1,920,912</u>	<u>1,917,212</u>	<u>1,939,166</u>	<u>(21,954)</u>
Expenditures				
Debt Service				
Interest	856,724	856,724	854,958	1,766
Principal	1,015,000	1,015,000	1,105,000	(90,000)
Total Debt Service	<u>1,871,724</u>	<u>1,871,724</u>	<u>1,959,958</u>	<u>(88,234)</u>
Total Expenditures	<u>1,871,724</u>	<u>1,871,724</u>	<u>1,959,958</u>	<u>(88,234)</u>
Total Excess of Revenues Over(Under) Ex-	<u>49,188</u>	<u>45,488</u>	<u>(20,792)</u>	<u>66,280</u>
penditures				
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	(92,963)	(92,963)	(122,370)	29,407
Total Other Financing Sources(Uses)	<u>(92,963)</u>	<u>(92,963)</u>	<u>(122,370)</u>	<u>29,407</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,581,448</u>	<u>(1,581,448)</u>
Total Fund Balance, End of Period	<u>(43,775)</u>	<u>(47,475)</u>	<u>1,438,286</u>	<u>(1,485,761)</u>

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025 Annual Budget	Through 08/31/2025 YTD Budget	Year To Date 08/31/2025 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	350	321	63	258
Amenity Center Revenue				
Beer Sales	48,410	44,376	34,715	9,661
Beverages	16,480	15,106	9,958	5,148
Events & Sponsorships	0	0	11,541	(11,541)
Facilities Rentals	37,000	33,917	35,270	(1,353)
Facility Rental-Bar Services	0	0	18,797	(18,797)
Food	128,000	117,333	111,849	5,485
Gate Strike Income	0	0	7,839	(7,840)
Group Exercises	25,000	22,917	596	22,321
Liquor	56,650	51,929	47,375	4,554
Merchandise	1,200	1,100	8,665	(7,565)
Miscellaneous Revenue	300	275	342	(67)
Personal Training	35,000	32,083	686	31,397
Programs-After School Care	20,000	18,333	53,914	(35,580)
Programs-Camps	108,000	99,000	52,701	46,299
Programs-Youth Other	0	0	210	(210)
Proximity Card Replacements	6,000	5,500	5,685	(185)
Tennis Lessons	62,500	57,292	275	57,016
Wine Sales	21,630	19,827	13,357	6,470
Other Misc. Revenues				
Miscellaneous Revenue	0	0	(3,180)	3,180
Total Revenues	566,520	519,309	410,658	108,651
Expenditures				
Food & Beverage				
COGS - Beer	18,900	17,325	13,270	4,055
COGS - Beverage	6,562	6,015	6,586	(571)
COGS - Coffee	0	0	22,432	(22,432)
COGS - Food	80,000	73,333	82,717	(9,384)
COGS - Liquor	15,296	14,021	23,013	(8,991)
COGS - Wine	15,700	14,392	6,014	8,377
Cafe Miscellaneous Expense	18,334	16,806	17,632	(825)
Daily Ops Software	6,000	5,500	3,635	1,864
Dues, Licenses & Fees	0	0	1,959	(1,959)
Food & Fun Events	0	0	2,025	(2,024)
Hurricane Related Expenses	0	0	1,823	(1,824)
Training & Education	0	0	1,209	(1,209)
Total Food & Beverage	160,792	147,392	182,315	(34,923)
Salaries and Benefits				
Food & Beverage Operations	0	0	4,223	(4,223)
Total Salaries and Benefits	0	0	4,223	(4,223)
Operating Expense				
Amenity Management Service Contracts	205,739	188,594	278,706	(90,112)
Employee - Incentives and Bonuses	0	0	1,695	(1,695)
Food & Beverage Operations	132,114	121,104	122,717	(1,613)

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025	Through 08/31/2025	Year To Date 08/31/2025	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Furniture, Fixtures, & Equipment	13,000	11,917	6,332	5,586
Gate Strikes	0	0	3,231	(3,232)
General Liability / Crime	0	0	984	(983)
General Liability Insurance	9,869	9,047	8,344	702
General Operating	0	0	11,957	(11,957)
Housekeeping Operating	0	0	27,046	(27,046)
ID & Access Cards	0	0	2,846	(2,846)
Marketing & Promotions	2,000	1,833	935	898
Member & Guest Supplies	65,000	59,583	9,782	49,802
Merchandise Retail	2,000	2,000	7,583	(5,584)
Miscellaneous Expense/Credit Card Fees	19,570	17,939	14,728	3,211
Office Supplies	3,500	3,209	4,118	(910)
Postage & Delivery	300	275	194	82
Uniforms	0	0	2,206	(2,206)
Youth Program Staff	0	0	900	(900)
Total Operating Expense	453,092	415,501	504,304	(88,803)
Parks & Recreation				
After School Program	90,000	82,500	3,621	78,879
Continuing Education - CPR	0	0	178	(179)
Lifeguard Supplies	0	0	2,463	(2,462)
Personal Training Commissions	26,000	23,833	0	23,833
Summer Camp	20,000	18,333	9,225	9,109
Tennis Commissions	43,750	40,104	0	40,104
Youth Program Staff	66,173	60,659	486	60,172
Total Parks & Recreation	245,923	225,429	15,973	209,456
Special Events				
Back to School	0	0	857	(857)
Eggstravaganza	0	0	3,783	(3,783)
Harvest Fest	0	0	14,133	(14,133)
Marketing & Promotions	0	0	320	(320)
Program Operating	0	0	3,782	(3,782)
Santa Brunch	0	0	2,658	(2,658)
Special Events	0	0	36,521	(36,521)
Sunday Market	0	0	1,233	(1,233)
Winter Wonderland	0	0	14,845	(14,845)
Total Special Events	0	0	78,132	(78,132)
Total Expenditures	859,807	788,322	784,947	3,375
Total Excess of Revenues Over(Under) Expenditures	(293,287)	(269,013)	(374,289)	105,277
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	293,287	293,287	428,800	(135,514)
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(35,000)	35,000
Total Other Financing Sources(Uses)	293,287	293,287	393,800	(100,514)
Fund Balance, Beginning of Period	0	0	39,012	(39,012)

See Notes to Unaudited Financial Statements

Harbor Bay Community Development District
Statement of Revenues and Expenditures
As of 08/31/2025
(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2025	08/31/2025	08/31/2025	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Fund Balance, End of Period	0	24,274	58,523	(34,249)

Harbor Bay Community Development District

Statement of Revenues and Expenditures

As of 08/31/2025

(In Whole Numbers)

	Year Ending 09/30/2025	Through 08/31/2025	Year To Date 08/31/2025	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	300	275	8,510	(8,235)
Other Misc. Revenues				
Boat Registrations	9,000	8,250	15,050	(6,800)
Boat Renewals	14,000	12,833	4,900	7,933
Resident Fines	250	229	0	229
Total Revenues	<u>23,550</u>	<u>21,587</u>	<u>28,460</u>	<u>(6,873)</u>
Expenditures				
Other Physical Environment				
Canal Inspections	1,200	1,100	0	1,100
Harbor Patrol	30,000	27,500	26,266	1,234
Navigational Post & Sign Repairs	5,000	4,583	13,712	(9,129)
Total Other Physical Environment	<u>36,200</u>	<u>33,183</u>	<u>39,978</u>	<u>(6,795)</u>
Total Expenditures	<u>36,200</u>	<u>33,183</u>	<u>39,978</u>	<u>(6,795)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>(12,650)</u>	<u>(11,596)</u>	<u>(11,518)</u>	<u>(78)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	14,379	(14,379)
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(14,379)	14,379
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>226,829</u>	<u>(226,828)</u>
Total Fund Balance, End of Period	<u>(12,650)</u>	<u>(11,596)</u>	<u>215,311</u>	<u>(226,906)</u>

See Notes to Unaudited Financial Statements

**Harbor Bay CDD
Investment Summary
August 31, 2025**

<u>Account</u>	<u>Investment</u>	<u>Balance as of August 31, 2025</u>
Florida Fixed Income Trust	Local Government Investment	\$ 846,830
Total General Fund Investments		<u><u>\$ 846,830</u></u>
Florida Fixed Income Trust	Local Government Investment	\$ 2,317,839
Total General Reserve Fund Investments		<u><u>\$ 2,317,839</u></u>
US Bank Series 2019 Reserve	First American Government Obligation Fund Class Y	\$ 931,008
US Bank Series 2019 Revenue	First American Government Obligation Fund Class Y	487,916
US Bank Series 2019A-1 Prepayment	First American Government Obligation Fund Class Y	427
US Bank Series 2019A-2 A1 Prepayment	First American Government Obligation Fund Class Y	525
US Bank Series 2019A-2 A2 Prepayment	First American Government Obligation Fund Class Y	209
Total Debt Service Fund Investments		<u><u>\$ 1,420,085</u></u>
Florida Fixed Income Trust	Local Government Investment	\$ 205,550
Total Evergreen Fund Investments		<u><u>\$ 205,550</u></u>

FirstService Financial, an affiliate by ownership to your management company Rizzetta & Company, provides banking solutions exclusively to clients of Rizzetta & Company. FirstService Financial receives a monthly administration fee from partner financial institutions for our assistance with the development, placement, service, and maintenance of our banking programs without impacting the interest our clients earn on their funds. The monthly administration fee varies as it is negotiated with each participating financial institution.

Harbor Bay Community Development District
Summary A/P Ledger
From 09/01/2025 to 09/30/2025

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
815, 190						
	815 Mira Bay Enterprise Fund	08/31/2025	Allen Cyphert	MB 083125 Cyphert	Tips 08/25	632.89
	815 Mira Bay Enterprise Fund	08/31/2025	Alyssa Leate	MB 083125 Leate	Tips 08/25	66.10
	815 Mira Bay Enterprise Fund	08/31/2025	Cade Walters	MB 083125 Walters	Tips 08/25	169.72
	815 Mira Bay Enterprise Fund	08/28/2025	Cintas Corporation	MB 4241649900	Housekeeping 08/25	558.48
	815 Mira Bay Enterprise Fund	08/21/2025	Cintas Corporation	MB 4240892177	Housekeeping Supplies 08/25	491.64
	815 Mira Bay Enterprise Fund	08/16/2025	Facilities Management Express, LLC	MB 40079	Annual Subscription 08/16/25 to 09/15/25	465.76
	815 Mira Bay Enterprise Fund	08/31/2025	Gabriel James-Torres	MB 083125 Torres	Tips 08/25	540.59
	815 Mira Bay Enterprise Fund	08/31/2025	Jennifer Ashley	MB 083125 Ashley	Gate Strikes 08/25	100.00
	815 Mira Bay Enterprise Fund	08/31/2025	Johnny Colvin	MB 083125 Colvin	Tips 08/25	71.17
	815 Mira Bay Enterprise Fund	08/31/2025	Justin Fuller	MB 083125 Fuller	Bartending 08/25	429.70
	815 Mira Bay Enterprise Fund	08/31/2025	Justin Fuller	MB 083125 Fuller	Bartending 08/25	192.00
	815 Mira Bay Enterprise Fund	08/31/2025	Laila Vega	MB 083125 Vega	Tips 08/25	25.37
	815 Mira Bay Enterprise Fund	08/31/2025	Lily Rittenhouse	MB 083125 Rittenhouse	Tips 08/25	118.89
	815 Mira Bay Enterprise Fund	08/31/2025	Luke Hudson	MB 083125 Hudson	Tips 08/25	259.36
	815 Mira Bay Enterprise Fund	08/31/2025	Sabrena Wood	MB 083125 Wood	Tips 08/25	410.82
	815 Mira Bay Enterprise Fund	08/27/2025	Southern Glazers Wine and Spirits, LLC	MB 4396471 ACH	Liquor 08/25	434.19
	815 Mira Bay Enterprise Fund	08/23/2025	Sysco Food Services West Coast Florida, Inc.	MB 737357514 ACH	Food & Liquor 08/25	304.66
	815 Mira Bay Enterprise Fund	08/23/2025	Sysco Food Services West Coast Florida, Inc.	MB 737357514 ACH	Food & Liquor 08/25	415.57
	815 Mira Bay Enterprise Fund	08/30/2025	Sysco Food Services West Coast Florida, Inc.	MB 737369648 ACH	Food/Bev/Housekeeping 08/25	208.33
	815 Mira Bay Enterprise Fund	08/30/2025	Sysco Food Services West Coast Florida, Inc.	MB 737369648 ACH	Food/Bev/Housekeeping 08/25	38.97
	815 Mira Bay Enterprise Fund	08/30/2025	Sysco Food Services West Coast Florida, Inc.	MB 737369648 ACH	Food/Bev/Housekeeping 08/25	61.10
	815 Mira Bay Enterprise Fund	08/28/2025	Sysco Food Services West Coast Florida, Inc.	MB 737365591 ACH	Housekeeping 08/25	424.60
	Sum for 815, 190					6,419.91
815, 191						
	815 Evergreen Fund	08/31/2025	Hillsborough County Sheriffs Office	CI-2025-29269 (EG)	Boat Fees 08/25	280.00
	815 Evergreen Fund	08/01/2025	Hillsborough County Sheriffs Office	CI-2025-25959 (EG)	Boat Fees 07/25	280.00
	815 Evergreen Fund	08/01/2025	Hillsborough County Sheriffs Office	CI-2025-23170 (EG)	Boat Fees 06/25	280.00
	815 Evergreen Fund	08/31/2025	Hillsborough County Sheriffs Office	CI-2025-29275 (EG)	Admin Fees 08/25	18.00
	815 Evergreen Fund	08/01/2025	Hillsborough County Sheriffs Office	CI-2025-25820 (EG)	Boat Fees 07/25	18.00
	815 Evergreen Fund	08/31/2025	Kevin Withey	EG 083125 Withey	Off Duty Water Patrol 08/25	1,080.00
	815 Evergreen Fund	08/31/2025	Scott Jones	EG 083125 Jones	Off Duty Water Patrol 08/25	1,080.00
	Sum for 815, 191					3,036.00
815, 192						

Harbor Bay Community Development District
Summary A/P Ledger
From 09/01/2025 to 09/30/2025

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
815 General Fund	08/27/2025	AlSCO, Inc.	LTAM1093750	Laundry/Linen/Towels 08/25	152.96
815 General Fund	08/20/2025	AlSCO, Inc.	LTAM1092818	Laundry and Linen 08/25	152.96
815 General Fund	08/22/2025	Blue Water Aquatics, Inc.	33999	Aquatic Maintenance 08/25	3,141.86
815 General Fund	08/23/2025	Business First Insurance Company	13653865	WC Policy 0521-26376 08/13/25-08/13/26	160.00
815 General Fund	08/28/2025	Cintas Corporation	4241649900	Janitorial Supplies 08/25	728.69
815 General Fund	08/21/2025	Cintas Corporation	4240892177	Cleaning Supplies 08/25	728.69
815 General Fund	08/31/2025	Core Empire, LLC	318	Pressure Wash 08/25	2,200.00
815 General Fund	08/31/2025	FCS, Inc.	726897	Maintenance 08/25	300.00
815 General Fund	08/01/2025	Hidden Eyes, LLC	749857	Video Monitoring 02/25	17,392.72
815 General Fund	08/01/2025	Hidden Eyes, LLC	750719	Add Res 01/1/25-02/28/25	90.00
815 General Fund	08/01/2025	Hidden Eyes, LLC	750985	Video Monitoring 03/25	17,437.72
815 General Fund	08/01/2025	Hidden Eyes, LLC	752405	Video Monitoring 04/25	5,456.90
815 General Fund	08/01/2025	Hidden Eyes, LLC	754102	Video Monitoring 05/25	17,563.72
815 General Fund	08/01/2025	Hidden Eyes, LLC	754913	Video Monitoring 06/25	17,563.72
815 General Fund	08/01/2025	Hidden Eyes, LLC	755761	Add Res 05/01/25-06/30/25	36.00
815 General Fund	08/15/2025	Hidden Eyes, LLC	759149	Add Res 08/20/25-09/30/25	56.03
815 General Fund	08/30/2025	Hillsborough County Board of County Commissioners	2251717	False Alarm No. 2025082912 08/25	300.00
815 General Fund	08/29/2025	Lee Te Kim Lawn Care & Nursery	AUG 06789	Conveyed Park Square Folios (11) 08/25	15,000.00
815 General Fund	08/15/2025	Lee Te Kim Lawn Care & Nursery	AUG 06777	Tree Removal 08/25	4,200.00
815 General Fund	08/15/2025	Lee Te Kim Lawn Care & Nursery	AUG 06776	Tree Trimming 08/25	2,000.00
815 General Fund	08/29/2025	Lee Te Kim Lawn Care & Nursery	AUG 06786	Water Use Permit Reporting 08/25	500.00
815 General Fund	08/29/2025	Lee Te Kim Lawn Care & Nursery	AUG 06785	Landscape Maintenance 08/25	41,166.66
815 General Fund	08/15/2025	Lee Te Kim Lawn Care & Nursery	AUG 06775	Tree Removal 08/25	2,500.00
815 General Fund	08/29/2025	Lee Te Kim Lawn Care & Nursery	AUG 06788	Irrigation Maintenance 08/25	5,000.00
815 General Fund	08/29/2025	Lee Te Kim Lawn Care & Nursery	AUG 06787	Turf Grass Management 08/25	22,800.00
815 General Fund	08/31/2025	Persson, Cohen & Mooney, P.A.	6286	Legal Services 08/25	33,214.99
815 General Fund	08/26/2025	Phenomemal Exercise Equipment Repair Sevces, Inc.	246340	Maintenance Service 08/25	145.00
815 General Fund	08/01/2025	Schindler Elevator Corporation	4100035904	Service Call 07/25	447.87
815 General Fund	08/20/2025	Schindler Elevator Corporation	4607212982	Preventive Maintenance 08/25	263.01
815 General Fund	08/26/2025	SchoolStatus, LLC	INV-SS-4319	Website, ADA Service 09/25	3,125.00
815 General Fund	08/27/2025	TECO	Summary 2 08/25-815	Utilities 08/25	11,525.64
815 General Fund	08/27/2025	TECO	Summary 2 08/25-815	Utilities 08/25	1,637.19
815 General Fund	08/31/2025	TECO	Summary 311000030115 08/25	Utility Summary 08/25	375.27
815 General Fund	08/31/2025	TECO	Summary 311000030115 08/25	Utility Summary 08/25	2,091.88

Harbor Bay Community Development District
Summary A/P Ledger
From 09/01/2025 to 09/30/2025

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
815 General Fund	08/31/2025	TECO	Summary 311000030115 08/25	Utility Summary 08/25	345.70
815 General Fund	08/31/2025	TECO	Summary 311000030115 08/25	Utility Summary 08/25	10,857.41
815 General Fund	08/21/2025	Triangle Pool Service	0310906	Chlorine 08/25	785.00
815 General Fund	08/21/2025	Triangle Pool Service	0310907	Chlorine 08/25	212.50
815 General Fund	08/27/2025	Triangle Pool Service	082663	Chlorine 08/25	532.50
Sum for 815, 192 815, 193					242,187.59
815 Reserve Fund	08/01/2025	Advanced Energy So- lutions of America, LLC	12285	Tennis/Pickleball Court Lights 05/25	4,340.76
Sum for 815, 193					4,340.76
Sum for 815					255,984.26
Sum Total					255,984.26

Harbor Bay Community Development District
Notes to Unaudited Financial Statements
August 31, 2025

Balance Sheet

1. Trust statement activity has been recorded through 08/31/25.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.