

1 **MINUTES OF MEETING**

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

5 **HARBOR BAY**

6 **COMMUNITY DEVELOPMENT DISTRICT**

7 The Regular Meeting of the Board of Supervisors of the Harbor Bay Community Development
8 District was held on **Thursday, February 18, 2021 at 6:00 p.m.** at 107 Manns Harbor Drive, Apollo
9 Beach, Florida 33572 in person attendance and Zoom Conference Call.

10 Present and constituting a quorum were:

11 Michael Maurer	Board Supervisor, Chairman
12 Ryan Wick	Board Supervisor, Vice Chairman
13 Dan Leventry	Board Supervisor, Assistant Secretary
14 Timothy Nargi	Board Supervisor, Assistant Secretary

15 Also present were:

16 Patricia Thibault	District Manager, DPFG Management & Consulting
17 Ray Lotito	DPFG Management & Consulting
18 Mike Eckert	District Counsel, Hopping Green & Sams
19 Greg Woodcock <i>(via phone)</i>	District Engineer, Cardno
20 Chris Gamache <i>(via phone)</i>	Cardno
21 Matt Davis <i>(via phone)</i>	Mills Paskert Divers Legal
22 Margaret Alfano	General Manager, Vesta Property Services
23 Doug Ivester	Operations Manager, Vesta Property Services
24 Holly Faldetta	Vesta Property Services
25 Paul Curley	Resident
26 Mark Slusher	Resident
27 James Schweiger	Resident
28 Steve Lockom	Resident
29 Bruce Maser	Resident
30 Eric Lanham	Resident
31 Richard Evarts	Resident
32 Susan Montag	Resident

33
34
35 Audience
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37 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

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

39 **SECOND ORDER OF BUSINESS – Pledge of Allegiance**

40 The Pledge of Allegiance was recited.

41 **THIRD ORDER OF BUSINESS – Audience Comments on New Agenda Items**

42 Mr. Curley suggested that the budget carryover amount could be considered for use for moving the
43 security gate. Mr. Curley additionally expressed concerns regarding the \$3,000 repair bill
44 associated with the roundabout pavers. Mr. Curley recommended for the Board's attention on pool
45 planters, Outfitters, the tennis court, and contracts.

Mr. Slusher commented on pool area damages due to the seawall installation.

Mr. Schweiger commented that he felt Mr. Goldstone had been an asset to the Board and the community, and recommended that the Board continue to let District staff do their job.

Mr. Lockom expressed concerns with a Facebook post that Mr. Nargi had made, which included claims of “fraud, waste, and abuse”. Mr. Lockom additionally disputed the post’s claims regarding the EPC having failed the rip rap test site, as well as claims that the previous District Engineer had been sanctioned by the Florida Professional Board of Engineers, stating that no documentation had been provided when he had made a public records request of the District regarding said sanctions. Mr. Nargi stated that the Board did not receive materials from the Florida Professional Board of Engineers, and urged Mr. Lockom to submit a FOIA request with that Board. Mr. Eckert advised that this section of the meeting was specifically for hearing audience comments, stating that staff could respond to comments during the section of the meeting for their reports, and that Supervisors could respond to comments during the section of the meeting for their requests.

A resident expressed concerns that the wall was causing issues with air quality, noise pollution, and privacy.

Mr. Maser indicated that foxtail palms were not currently approved by the County, and explained the importance of maintaining the aesthetics of the streetscape.

Mr. Lanham suggested that the Board investigate into why Mr. Goldstone felt that he needed to resign from the Board of Supervisors. Mr. Lanham additionally recommended that the Board look into amounts being spent on the pickleball courts, to ensure that they lined up with previously agreed-upon thresholds.

Mr. Evarts indicated that a crack had expanded on the retaining wall on his property on Islebay Drive over the past few months, which he attributed to the seawall. Mr. Evarts requested that the Board consider reopening upland claims.

Ms. Montag expressed disagreement with eliminating the volleyball court and moving the basketball court by the lagoon. Ms. Montag stated concerns with the fence as well as noise and stated that she believed there would be more room by the tennis courts to install pickleball courts.

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

Mr. Maurer indicated that there was a request for engineers to inspect the seawall which had been submitted in early 2020 and required a follow-up. Mr. Woodcock advised that the inspection of the new Hecker seawall had been pushed back, as discussed at the previous meeting.

FIFTH ORDER OF BUSINESS – Business Items

A. Exhibit 2: Landscape Professionals – Douglas Ivester

➤ Exhibit 3: Landscape Grade Sheet

There were no comments on the Landscape Grade Sheet.

Mr. Leventry stated that there were dead trees around the retention pond, as well as three dead firs at the end of Sea Tortoise. Mr. Ivester gave an update on annuals installations being ordered.

B. Major Project Updates and Facilities Report

➤ Exhibit 4: Cardno Project Tracker

Mr. Woodcock advised that paving project striping had been finalized and that he planned on conducting a final walkthrough on February 22. Mr. Woodcock noted that he was working with Ms. Alfano and Mr. Ivester in coordinating with vendors with regards to

89 permitting documents and site plans. Mr. Woodcock additionally noted that, while the pool
90 project had not been included on the project tracker, plans for the project had been received
91 from GB Collins. Mr. Leventry asked for confirmation that the staff had latitude with the
92 Chair to move ahead with pool repairs. Mr. Eckert advised that the District was waiting on
93 the signature page back from Park Square for the easement agreement. Mr. Leventry asked
94 for confirmation that this would not slow down construction in any way, shape, or form,
95 and Mr. Eckert advised that it may slow down well drilling.

96 ➤ Exhibit 5: Presentation of Sports Courts Cost Estimates

97 Mr. Woodcock stated that \$200,000 had previously been approved, and that he had since
98 received a cost breakdown from the vendor. Mr. Woodcock stated that the breakdown
99 seemed to indicate that the project would fall within the approved budget amount, even
100 with additional fencing, sidewalk improvements, and a concrete demo.

101 Mr. Wick stated that he did not recall the Board asking for the cost estimate to be included
102 in the agenda, and expressed concerns regarding risks involved with discussions of
103 expenditure limits under public record, as the District was still in the contracting phase
104 with vendors. Ms. Thibault advised that a Supervisor had asked for the cost estimate during
105 the Supervisors Requests at the previous meeting, and that no objections had been heard
106 from other Board members as to this request. Ms. Thibault stated that going forward, Board
107 members would be asked if they were in agreement for similar items being requested to be
108 brought forward at future meetings.

109 Mr. Maurer stated that the cost estimate did not take the entire operation of the amenities
110 task into account, and stated that he was concerned that it may be misleading.

111 Mr. Leventry requested clarification on the \$52,000 allocated for the demolition and
112 removal of the basketball court, indicating that it constituted a quarter of the approved
113 amount. Ms. Alfano advised that this item included pouring the concrete slab and installing
114 a shade structure with a base plate connected for a ceiling fan to be mounted and powered.
115 Ms. Alfano added that drainage and repainting would additionally be addressed as part of
116 this item, as well as removal and refurbishment of basketball poles with cement patching.
117 Ms. Alfano advised that no demolition/reinstalling of concrete was involved, and that staff
118 would be patching and moving forward with the existing concrete slab.

119 Mr. Nargi stated that he had been able to meet with staff elaborating on the scope of work.
120 Mr. Nargi expressed concerns that the second statement of work may be too small, and
121 asked whether the dimensions in the first statement of work, for a 60' x 68' court
122 preparation area, were too small.

123 ➤ Discussion of Pinckney Rip Rap

124 Mr. Gamache stated that this item was related to a pilot project put together by Langan,
125 involving installing riprap in front of an existing seawall then placing a timber pile loaded
126 with backfill upland to simulate the effects of a home being built. Mr. Gamache explained
127 that this project was intended to monitor deflection and measure acceptability.

128 Mr. Nargi stated that it was not on District property but rather Park Square's and indicated
129 that the EPC was not pursuing enforcement for failure to comply with the permit conditions
130 per their letter. Mr. Gamache stated that he had not received the letter, and Mr. Nargi
131 requested for the letter to be forwarded to the District Engineers.

132 Mr. Wick asked whether the EPC procedurally passed or failed projects. Mr. Gamache
133 stated that to his knowledge, the EPC typically issues permits, which they then monitor in
134 order to ensure compliance with their terms. Mr. Gamache stated that he did not know of

135 EPC approving or disapproving projects, but understood that the EPC issued fines and
136 warnings if the terms of permits were not being followed. Mr. Wick asked whether he was
137 aware of any fines or warnings issued in relation to the Pinckney rip rap project, and Mr.
138 Gamache advised that he was not really involved with the project as it was Langan's.

139 C. Exhibit 6: Presentation & Consideration of Supervisor Goldstone's Resignation

140 Mr. Leventry read Mr. Goldstone's letter of resignation aloud, and expressed disappointment,
141 stating that personal attacks on Supervisors as well as their business and livelihood was wrong. Mr.
142 Nargi expressed concerns with attacks on Supervisors being the norm.

143 On a motion by Mr. Maurer, seconded by Mr. Nargi, with Mr. Maurer, Mr. Nargi, and Mr. Wick voting
144 "AYE", and Mr. Leventry voting "NAY", the Board accepted Supervisor Goldstone's Resignation, for
145 the Harbor Bay Community Development District.

146 Following the motion, Mr. Maurer made a motion, seconded by Mr. Leventry to direct staff to
147 solicit resident resumes to fill the vacancy in Seat 5 of the Board of Supervisors, with resumes to
148 be placed in the meeting agenda prior to the regular meeting, and with a deadline for submission
149 by March 8, 2021.

150 During discussion of the motion, Mr. Wick asked whether there would be any recourse for
151 Supervisors wishing to submit resumes but not wanting them to be published in an agenda under
152 public record. Mr. Eckert advised that it was the resident's discretion as to whether to include any
153 potentially sensitive information on their resumes. Mr. Eckert additionally advised that resumes
154 could be provided to the Board under separate cover, but that would still fall under public record.

155 During discussion of the motion, Mr. Nargi asked how the Board would go about making their
156 selections. Discussion ensued, with Mr. Maurer expressing support for providing residents an
157 opportunity to speak at the meeting for three minutes.

158 On a motion by Mr. Maurer, seconded by Mr. Leventry, with all in favor, the Board approved directing
159 staff to solicit resident resumes to fill the vacancy in Seat 5 of the Board of Supervisors, with resumes
160 to be placed in the meeting agenda prior to the regular meeting, and with a deadline for submission by
161 March 8, 2021, for the Harbor Bay Community Development District.

162 Following the motion, Ms. Alfano clarified that the deadline time would be 5:00 PM on March 8,
163 and stated that the e-blast calling for resume submissions would be sent out on February 19. Mr.
164 Wick asked whether any clarifications needed to be made regarding necessary requirements and
165 qualifications to serve on the Board. Mr. Eckert stated that the requirements, which consisted of
166 being a qualified elector of at least 18 years of age residing and having a voting address within the
167 District, as well as being a U.S. Citizen and a resident of Florida, would be provided to Ms. Alfano
168 for the e-blast. Mr. Maurer requested for multiple e-blasts to be sent to the community periodically
169 regarding the vacancy.

170 D. Exhibit 7: Consideration & Adoption of **Resolution 2021-04**, FY 2021 Budget

171 Ms. Thibault stated that a carry-forward amount from the previous fiscal year budget would result
172 in an increase to the FY 2021 budget in the amount of \$343,533.00, primarily from the contingency
173 line. Ms. Thibault recommended allocating out this amount to increase capital project funds by
174 \$253,533.00, and increase reserves and replacements for the next fiscal year by \$90,000.00.

175 Mr. Wick recommended that the Board proceed with caution regarding spending in the capital fund.

176 Mr. Maurer requested confirmation that the District would have no issue with changing the budget
177 in the future if needed. Ms. Thibault confirmed that the District would still be able to amend the
178 budget.

179 On a motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board adopted **Resolution**
180 **2021-04**, adopting an Amended FY 2021 Budget for the Harbor Bay Community Development District.

181 E. Exhibit 8: Discussion of Natural Resources Tree Removal Permit and Related License Agreement

182 Mr. Eckert advised that Hillsborough County had issued the Natural Resources Tree Removal
183 Permit to the District and stated that the Board needed to make a number of decisions with regards
184 to staff direction. Mr. Eckert stated that he believed that they needed to have a map prepared that
185 the permit would actually cover, noting that some streets had not yet been transferred over from
186 Park Square ownership. Mr. Eckert stated that staff needed to confirm that the spacing required by
187 the permit would be feasible. Mr. Eckert indicated that the District would need to determine a
188 uniform and limited allocation for palm trees, as the permit required that no more than 20% of trees
189 on any named street could be palms. Mr. Eckert advised that while section nine included language
190 that claimed that a consultation with the County was needed for each tree removal, his
191 understanding was that this would not apply to this community-wide permit.

192 Mr. Leventry asked for clarification on what a uniform appearance constituted, and Mr. Eckert
193 advised that this was the language that the code used, and that he had not searched the code to try
194 to find a definition. Mr. Eckert stated that even with a definition it would still likely be somewhat
195 subjective. As the palms option had been limited to 20% on any named street, Mr. Leventry noted
196 that crape myrtles were allowed by the Homeowners Association as well as the County.

197 Mr. Leventry made a motion, seconded by Mr. Nargi, to allow a second option of crape myrtles as
198 an option for street tree replacements in addition to foxtail palms, based upon their feasibility, for
199 the Harbor Bay Community Development District.

200 During discussion of the motion, Mr. Maurer stated that he had found in his research that crape
201 myrtle roots had a tendency to absorb large amounts of water, which he stated could result in dead
202 grass in the surrounding area. Mr. Maurer stated that he would be supportive of having crape
203 myrtles in the community, but expressed concerns regarding their specific placement in rights-of-
204 way. Mr. Leventry indicated that the pictures of crape myrtles which had been posted on Facebook
205 had been in the right of way. Mr. Maurer expressed additional concerns regarding the issue of street
206 tree uniformity. Mr. Maurer suggested that the District consult with arborists as to whether it would
207 be reasonable and/or cost-effective to go forward.

208 During discussion of the motion, Mr. Wick expressed concerns regarding the Board going about
209 the tree replacements in a piecemeal fashion, indicating that the Board had voted on the permits
210 two months prior. Mr. Wick recommended that the Board work out an end-to-end plan.

211 During discussion of the motion, Mr. Maurer indicated that 15 crape myrtle types were designed
212 for the U.S. Department of Agriculture zone that the District was in. Mr. Maurer suggested that the
213 Board direct staff to evaluate which height of crape myrtle would be most appropriate for the
214 District. Mr. Wick stated that he had concerns regarding potential confusion caused by the District
215 asking staff to implement rules that would likely go against long-standing MARC guidelines. Mr.
216 Wick clarified that he did not necessarily feel that the District had to follow MARC guidelines, but
217 recommended that the District have solid reasoning behind changes.

218 The Board discussed how to conduct the process of tree replacements in a fashion that would
219 achieve permit compliance from Hillsborough County. Mr. Wick recalled similar discussions in
220 the District determining which addresses were allowed to have certain trees about 10 years prior.

221 Mr. Leventry withdrew his motion to allow the second option of crape myrtles as tree replacements,
222 and Mr. Nargi withdrew his second.

223 Mr. Leventry made a motion, seconded by Mr. Nargi, to direct staff to develop a map showing
224 which trees in the community are subject to the permit as per District Counsel's recommendation;
225 then to develop a plan based on the guidelines laid out by Attorney Eckert's letter, with 20% palms
226 on each named street and a uniform appearance of street tree plantings to accomplish the
227 appearance of a repetitive pattern, for the Harbor Bay Community Development District.

228 During discussion of the motion, Mr. Wick asked staff whether this direction would require
229 additional funding, as he believed they may need to consult with a third party. Ms. Alfano stated
230 that she believed mapping the trees subject to the permit would likely fall under District Engineers'
231 purview more so than Vesta's. Mr. Eckert advised that what the District would need from the
232 District Engineer was a map which had shading over certain parcel IDs, noting that he could provide
233 the parcel IDs. Ms. Alfano additionally stated that she felt comfortable that her staff would be able
234 to develop the plan itself, noting Vesta's experience working directly with HOAs.

235 During discussion of the motion, Mr. Maurer stated that he was on board with the motion to direct
236 staff in this manner.

237 During discussion of the motion, Mr. Nargi expressed concerns with what he perceived as the Board
238 kicking the can down the road on the issue, indicating that this was the third consecutive meeting
239 with street tree replacement discussions. Mr. Leventry asked how long the community-wide permit
240 was good for, and Mr. Eckert advised that the permit had a duration of two years.

241 During discussion of the motion, Mr. Ivester stated that he did not feel particularly comfortable
242 giving the Board a drawing of uniform street tree plantings without first knowing the species of
243 trees that would be options for residents. Mr. Leventry stated that he did not think that the Board
244 was specifically requesting a drawing, but rather a fundamental understanding of what uniform
245 plantings would be for the community. Mr. Ivester reiterated that knowing the number of options
246 would dictate what uniform plantings would look like. Mr. Eckert opined that a full drawing and
247 understanding of uniform appearances may not be ready for presentation by March, though noted
248 that he believed that the map could be done by then, and that the Board could have additional
249 discussions on uniform appearances.

250 On a motion by Mr. Leventry, seconded by Mr. Nargi, with all in favor, the Board approved to direct
251 staff to develop a map showing which trees in the community are subject to the permit as per District
252 Counsel's recommendation; then to develop a plan based on the guidelines laid out by Attorney
253 Eckert's letter, with 20% palms on each named street and a uniform appearance of street tree plantings
254 to accomplish the appearance of a repetitive pattern, for the Harbor Bay Community Development
255 District.

256 F. Exhibit 9: Discussion of Upland Claims Damage at 5726 Tortoise PL & 601 Islebay DR

257 Mr. Gamache advised that the residents at these addresses did not experience any significant issues
258 with their upland walls prior to the seawall construction, but noticed issues with upland property
259 following the new seawall construction. Mr. Gamache advised that Cardno had taken a look at the
260 before and after photographs and determined that there had been noticeable changes in the
261 condition of their upland walls. Mr. Gamache noted that issues with upland settlement caused by
262 the movement of the existing seawall had been addressed through the upland claims process, but
263 that process had since been closed. Mr. Gamache stated that he believed the underlying cause was
264 the existing seawall movement, though noted that he could not definitively say whether it was
265 coincidence or if there were vibrations caused by the contractor resulting in the settlement. Mr.

Gamache advised that the residents at the given addresses were requesting that the Board reopen the upland claims process for their properties.

Mr. Nargi indicated that the project price in the Exhibit in the amount of \$10,099.00 was for the property at 5726 Tortoise Place, and requested clarification as to the estimated amount for the property at 601 Islebay Drive. Mr. Gamache advised that the resident had not yet obtained an estimate for their repairs.

Mr. Leventry asked for further clarification on the damage being caused by the old seawall, indicating that new seawall had been installed, and asked whether the District could go back to the contractor that had performed the recent construction and recoup the damages from them. Mr. Gamache explained that the old seawall's movement towards the canal created voids and loose soil behind it, which eventually settled out resulting in settlement at the surface. Mr. Gamache noted that the uplands claims process had previously dealt with these settlement issues throughout the community but advised that the two properties on 5726 Tortoise Place and 601 Islebay Drive had not had any settlement prior to construction. Mr. Gamache stated that Earth Tech had indicated to him that the loose soil was a pre-existing condition prior to the contractor starting new construction work. Mr. Gamache stated that the question was whether they produced any vibrations and thereby had any level of responsibility causing the loose soil to settle.

Mr. Eckert suggested that the Board direct Mr. Gamache to discuss with Mr. Davis regarding the upland claims protocol that had already been set up. Mr. Wick indicated that it appeared that the new construction was not definitively known as the cause for the settlement, and Mr. Leventry asked whether the District should have someone research and determine. Mr. Nargi suggested that the Board could reopen the upland claims process on a case-by-case basis rather than potentially risk a lawsuit in the future.

Mr. Davis explained that the first step of the upland claims process would be for Cardno to go out to the site to analyze and best determine what was causing the issues with damages. Mr. Davis stated that the next step would be to have an independent engineer visit the site to determine the price of repairs.

On a motion by Mr. Nargi, seconded by Mr. Wick, with all in favor, the Board approved for Cardno to visit the sites of damage at 5726 Tortoise Place and 601 Islebay Drive to determine their respective causes, for the Harbor Bay Community Development District.

G. Exhibit 10: Discussion of Upland Claims for 5617 Seagrass PL, 536 Islebay DR, & 534 Islebay DR

Mr. Davis stated that he had been unable to finish discussions with the residences due to technical issues. Mr. Davis stated that his understanding was that the seawall behind each of the listed residences had been repaired, and asked whether the District should send in the independent engineer to revise the repair protocol. Mr. Davis noted that the largest cost in typical upland claims was the cost to stabilize walls, and that sending the independent engineer to revise the protocol could save the District money if the walls were determined to be sufficiently stabilized following repair. Mr. Davis noted that additional movement could still occur after the seawall was finished. Mr. Davis advised that his estimate for the cost to send out the engineer would range between \$1,500 and \$2,500 based on the engineer's hourly rate, though noted that if the walls were evaluated as stabilized on a claim, it would save the District the \$39,950 which would have been the cost for installing piles.

Mr. Maurer made a motion, seconded by Mr. Wick, to authorize the third-party engineer to perform reassessments at 5617 Seagrass Place, 536 Islebay Drive, & 534 Islebay Drive, in an amount not to exceed \$2,500.00, for the Harbor Bay Community Development District.

During discussion of the motion, Mr. Nargi asked whether the original estimates were based upon the damage that the engineer had seen. Mr. Davis confirmed this, adding that the estimates were based upon existing damages in 2019, noting that the existing seawall was still rotating by that point. Mr. Nargi asked whether the reassessments could be performed by the next meeting, and Mr. Davis stated that the reassessments would be performed by April at the latest, but he would aim for a March timeframe.

On a motion by Mr. Maurer, seconded by Mr. Wick, with all in favor, the Board approved the authorization for the third-party engineer to perform reassessments at 5617 Seagrass Place, 536 Islebay Drive, & 534 Islebay Drive, in an amount not to exceed \$2,500.00, for the Harbor Bay Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

Mr. Eckert advised that the Driscoll-Erickson case had been rescheduled for mediation on March 5, via electronic teleconference. Mr. Eckert noted that Mr. Maurer had originally been designated as District representative, but would no longer be able to attend after the rescheduling.

On a motion by Mr. Wick, seconded by Mr. Leventry, with all in favor, the Board approved the appointment of Mr. Nargi as mediation representative, for the Harbor Bay Community Development District.

➤ Update on Easement for Geothermal Well

Mr. Eckert advised that the District was waiting on the signature back from Park Square for the easement.

B. District Engineer

There being none, the next item followed.

C. District Manager

Ms. Thibault stated that the budgets would be compounded to be brought back in April for discussion of plans. Ms. Thibault advised that a Deputy Sheriff was in attendance following a concerning social media post regarding the meeting, and Mr. Eckert advised that he had requested the Deputy Sheriff's attendance to ensure a safe meeting environment.

D. General Manager & Field Operations Manager

a. Exhibit 11: General Manager Report

Ms. Alfano noted that the IT department was continuing to work on the website and app for the community, and advised that previews would be brought to the March meeting. Ms. Alfano gave an overview of spring-cleaning operations, noting specific enhancement efforts at the fitness center. Ms. Alfano noted that the geothermal well timeline impacted the amenity enhancement timeline. Ms. Alfano noted progress on the sea shed cleaning, and stated that the second phase of improvements concerned with furniture would be brought back as a proposal likely as part of budget discussions in April.

Mr. Wick asked for clarification on how the geothermal well issue was affecting the amenity enhancement timeline. Mr. Ivester stated that the drilling rig for the geothermal well would need to be placed in the area that had been planned for pouring the slab for the new courts. Mr. Ivester stated that the well drilling needed to be performed before the pouring, as the equipment had the potential to destroy a newly poured slab.

b. Exhibit 12: Field Operations Report

Mr. Leventry recalled the Board abandoning discussions on the light pole conversion. Mr. Ivester stated that there was a Supervisor request at the end of the previous meeting regarding TECO replacing light poles to remove the architectural designs at the base for a potential cost savings of about \$38,000 annually. Mr. Leventry noted that TECO had been performing LED upgrades on streetlights, with Mr. Ivester clarifying that these were installed as they repair poles. Mr. Leventry expressed concerns regarding light brightness, and Mr. Ivester noted that the brightness could be adjusted down to 75%.

c. Exhibit 13: Amenity Manager Report

Ms. Faldetta gave an overview of her report, noting COVID-19 vaccination efforts in the community.

d. Exhibit 14: Consideration of Solitude Lake Management Pond Management Addendum - \$260.00/ month

Mr. Ivester noted that six additional storm water ponds were now active drainage ponds and needed active management and maintenance. Discussion ensued regarding permits and ownership of ponds, particularly at the end of Bay Estates Preserve. This item was tabled to the next meeting.

e. Exhibit 15: Consideration of Landscaping Replacement Around Bay Estates Entrance Proposal - \$2,603.63

Mr. Ivester indicated that there was a significant amount of overgrowth by the Bay Estates entrance monument, and that plants needed to be cleaned up and replanted. Mr. Leventry questioned why the landscaper had not been performing the cutbacks to prevent the area from reaching an overgrown state. Mr. Ivester stated that the landscapers had been performing cutbacks, but bushes had already been overgrown by the time they arrived on the property. Mr. Leventry indicated that the landscapers had been on property for multiple years. Mr. Ivester noted that the landscapers could be directed to perform a rejuvenation cut rather than fully replanting, but that this had a chance of not working and the District could have to replant the bed anyway.

<p>On a motion by Mr. Wick, seconded by Mr. Maurer, with all in favor, the Board approved the Landscaping Replacement Around Bay Estates Entrance Proposal, in the amount of \$2,603.63, for the Harbor Bay Community Development District.</p>

f. Exhibit 16: Consideration of Bay Brick Pavers Repair Proposal - \$3,005.00

Mr. Ivester stated that a truss truck had tried to go through the pavers on Fisher Sound and had caused some damage, and that several parts of the MiraBay entrance pavers were turning into potholes. Mr. Ivester stated that the proposal would cover both issues.

Mr. Leventry asked whether the vendor operating the truss truck was known. Mr. Ivester stated that he believed it was a different contractor that was building the house, and now that the construction was finished, he did not anticipate any further issues with large vehicles in the area. Mr. Leventry indicated that the contractor responsible would be relatively easy to track down. Mr. Nargi suggested that the bill for the repair be sent to the contractor following its completion.

Mr. Wick and Mr. Ivester discussed the efficacy of pavers as a solution, and Mr. Ivester noted that repairing pavers was less of a financial burden than replanting similar landscape damage would be.

On a motion by Mr. Leventry, seconded by Mr. Wick, with all in favor, the Board approved the Bay Brick Pavers Repair Proposal, in the amount of \$3,005.00, for the Harbor Bay Community Development District.

Following the motion, Mr. Ivester stated that he would try to determine the company operating the truck responsible for the pavers damage.

g. Exhibit 17: Consideration to Reimburse 308 Manns Harbor DR for Pressure Washing Costs - \$822.25

Mr. Ivester stated that the resident at this address had pressure washed his home prior to asphalt repairs, and that as a result of the dust from the repairs his house needed another pressure washing.

Mr. Wick indicated that the document submitted had previously been checked off as a quote, but that this had been scratched off and marked as an invoice. Mr. Wick indicated discrepancies between dates on the document and the date of submission. Mr. Wick additionally noted that the document called for mold removal, which he did not feel was relevant to anything caused by the asphalt repairs. Mr. Wick expressed concerns with approving this item, suggesting that the Board gather additional information. Mr. Nargi agreed, recommending that this item be tabled, and that staff go back to the resident for clarification. Mr. Maurer added that he felt the contractor should be contacted to determine what kind of receipt could be provided.

Mr. Leventry stated that he had discussed with District Counsel regarding the item, and stated that he felt that agreeing to the reimbursement attached would result in a poor precedent for the District. Mr. Leventry noted the levels of construction activity throughout the community and expressed concerns that approving the reimbursement would result in the District being opened up on a liability front and potentially reimbursing large numbers of houses for pressure washing. Mr. Eckert stated that he did not think that the District had

426 a legal obligation to reimburse, noting that reimbursements would be using special
427 assessments collected from the whole community. Mr. Eckert stated that he would
428 anticipate a flood of other requests for cleaning anytime that the District would undertake
429 a project, should reimbursement be entertained. Mr. Nargi withdrew his recommendation.

430 **NINTH ORDER OF BUSINESS – Consent Agenda Items / Business Administration**

431 A. Exhibit 18: Consideration of Minutes of the Board of Supervisors Meeting Held on January 21,
432 2021

433 B. Exhibit 19: Consideration of Operations & Maintenance Expenditures Check Register for January
434 2021 – General Fund

435 C. Exhibit 20: Consideration of Operations & Maintenance Expenditures Check Register for January
436 2021 – Reserve Fund

437 D. Exhibit 21: Consideration of Operations & Maintenance Expenditures Check Register for January
438 2021 – MiraBay Amenity Center

439 E. Exhibit 22: Consideration of Operations & Maintenance Expenditures Check Register for January
440 2021 – Evergreen Fund

441 F. Exhibit 23: Consideration of Operations & Maintenance Expenditures Check Register for January
442 2021 – Seawall Fund

443 G. Dock and Boat Lift Approvals

444 ➤ Exhibit 24: 5301 Wishing Arche Ln

445 ➤ Exhibit 25: 718 Pinckney Dr

446 ➤ Exhibit 26: 715 Manns Harbor Dr

447 ➤ Exhibit 27: 431 Mirabay Blvd

448 ➤ Exhibit 28: 5314 Fishersound Ln

449 ➤ Exhibit 29: 5353 Wishing Arch Dr

450 ➤ Exhibit 30: 5712 Tybee Island Dr

451 ➤ Exhibit 31: 605 Pinckney Dr

452 H. Informational Purposes Only

453 ➤ Exhibit 32: Ratification of Sidewalk Repair Proposal - \$3,168.00

454 ➤ Exhibit 33: Ratification of Clubhouse Gym Ceiling Repair Proposal - \$4,306.60

455 ➤ Exhibit 34: Ratification of Work Out Room Mirrors Replacement Proposal - \$3,200.00

456 ➤ Exhibit 35: Ratification of CLM ASO 2-1

457 On a motion by Mr. Nargi, seconded by Mr. Wick, with all in favor, the Board approved all items of
458 the consent agenda, for the Harbor Bay Community Development District.

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EIGHTH ORDER OF BUSINESS – Supervisor Requests & Chairman Closing Remarks

A. Exhibit 36: Discussion of Right of Way Maintenance – Supervisor Maurer

Mr. Maurer stated that he had asked Mr. Ivester to calculate the nine-year CDD costs for the right-of-way maintenance based on different options of street tree combinations. Mr. Ivester stated that he estimated a \$90,000 amount every three years, recalling a previous three-year project in the amount of \$86,000. Mr. Ivester stated that the estimated cost of maintenance over a nine-year period for Oak Trees would be about \$210,000. Mr. Ivester noted that foxtail palms did not really need to be maintained, and advised that higher percentages of foxtail palms would result in cost savings for maintenance. Mr. Ivester noted that the current onus of maintenance was with the residents and not the District, and stated that the conversation revolved around how much of the right of way the District would be taking responsibility for.

Mr. Maurer stated that the County had approved the permit and had limited the District to 20% foxtail palms replacement. Mr. Maurer stated that the HOA would be removing themselves from related discussions, and that the right of way was the District's property and responsibility to maintain. Mr. Leventry disputed the latter, indicating that it was currently the homeowners' responsibility to maintain. Mr. Maurer argued that the homeowners did not have any responsibility to maintain. Mr. Leventry indicated that the covenants new homeowners signed included stipulations regarding their responsibility to maintain. Mr. Maurer indicated that the MARC was not enforcing the covenants. Mr. Eckert advised that the issue to be discussed was not giving an opinion on what the HOA covenants required of residents, but rather how much the Board wished to explore maintenance of rights of way.

Mr. Maurer stated that as trees were in the right of way owned by the District, he believed there was potential liability with regards to related trips and falls or trees collapsing. Mr. Maurer added that with individual residents addressing maintenance differently, there were problems in reaching the goal of a standardized community. Mr. Leventry expressed concerns regarding the District taking on additional maintenance costs of approximately \$30,000 per year for perpetuity. Mr. Maurer argued that based on other HOAs that were executing this particular form, homeowners were on average saving money compared to the normal costs of individual maintenance. Mr. Leventry indicated that the CDD was not an HOA.

Mr. Leventry asked Ms. Thibault about significant expenses related to maintenance. Ms. Thibault advised as to the District's lack of power in enforcement with regard to covenants, noting that CDDs generally rely on HOAs to enforce their rules. Mr. Eckert added that the HOA covenants were deed restrictions which the District did not have the ability to enforce under Chapter 190 of Florida Statutes. Mr. Eckert advised that the District could pursue license agreements for street tree replacements with their own requirements as District property was being requested for use. Mr. Leventry indicated that the HOA would be turned over to resident control, and opined that residents would be proactive in enforcing covenants as written. Mr. Maurer stated that this would occur in two to three years.

Mr. Maurer stated that he believed that the District could handle maintenance at a much lower price than each individual homeowner would have to undertake. Mr. Leventry indicated that the suggestion of right of way maintenance would result in the District taxing and assessing homeowners to do what the homeowner was already being asked to do. Mr. Leventry stressed that he had no interest in the District paying for this item, stating that the original discussion at the December meeting was to authorize homeowners to change trees out at their own expense and continue to maintain.

Mr. Wick stated that as the sidewalks were being maintained by the District, he would be supportive of staff putting together a plan to address the root cause of frequent damage to sidewalks, which he stated to be tree roots. Discussion ensued regarding the cost comparison between individual

510 homeowners maintaining trees versus the District contracting out maintenance. Mr. Ivester stated
511 that with a fully built-out community and an annual expense of \$30,000 for three-year maintenance,
512 the cost would average out to be about \$20 per resident. Mr. Maurer stated that an individual
513 resident would not be able to obtain a tree trim for \$20. Mr. Leventry indicated that the estimates
514 were based on a structural pruning that had occurred. Mr. Eckert noted that the District had had a
515 sidewalk inspection program with a contractor hired to address sidewalks in bulk, which worked
516 out to be a net cost savings for residents compared to them each hiring companies to perform one
517 job.

518 Mr. Maurer indicated additional issues with mailboxes on the District property, opining that Park
519 Square had not been doing a good job in matching the designated mailbox shape, size, and lettering.
520 Mr. Maurer indicated that some residents had planted large bushes on the right of way. Mr.
521 Leventry stated that he felt this was the District stepping into issues that were for the HOA to
522 handle. Mr. Maurer stated that the issues were on District property, and Mr. Leventry argued that
523 the issues concerned HOA covenants.

524 Mr. Ivester stated that trees had been addressed three years prior in the amount of \$84,000,
525 reiterating that costs would average out to \$20 per resident. Mr. Ivester noted that there may be
526 some differences depending on sizes of lots, and that costs may increase due to inflation and
527 increases to wages. Mr. Eckert additionally advised that the District may have additional trees
528 coming online related to new roadways. Mr. Maurer indicated that he felt he needed to make
529 motions to direct staff to develop a number of documents.

530 Mr. Maurer made a motion directing the staff to develop a CDD right of way maintenance plan for
531 review by the Board of Supervisors by the March or April regular meeting, to encompass all activity
532 included in the right of way maintenance. However, as there was no second, the motion failed due to a
533 lack of support from the majority of Supervisors of the Board for the Harbor Bay Community
534 Development District.

535

536 Mr. Maurer made a motion directing the staff to develop a CDD right of way standards document to
537 inform residents of CDD rules, and to bring back recommendations at the next Board meeting.
538 However, as there was no second, the motion failed due to a lack of support from the majority of
539 Supervisors of the Board for the Harbor Bay Community Development District.

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541 Mr. Maurer made a motion directing the staff to develop a CDD right of way enforcement document to
542 implementing all directions from the Board, for review by the March or April regular meeting.
543 However, as there was no second, the motion failed due to a lack of support from the majority of
544 Supervisors of the Board for the Harbor Bay Community Development District.

545 Following the motion, Mr. Maurer expressed concerns that the District had no enforcement for
546 maintenance capability, nor any ability to control what happened on District property. Mr. Maurer
547 stated that he felt this left the District open to potentially being sued.

548 Mr. Wick made a motion, seconded by Mr. Nargi, to direct staff to bring back a proposal for
549 trimming all CDD street trees in the right of way, for Board consideration.

550 During discussion of the motion, Mr. Maurer asked whether this would include the 20% permitted
551 allocation of foxtail palms, which Mr. Wick stated he would be open to. Mr. Maurer stated that he
552 would be in agreement with the motion.

553 On a motion by Mr. Wick, seconded by Mr. Nargi, with all in favor, the Board approved to direct staff
554 to bring back a proposal for trimming all CDD street trees in the right of way, for Board consideration,
555 for the Harbor Bay Community Development District.

556 Following the motion, Mr. Maurer stated that the remainder of his memo defined what the HOA
557 was currently doing, and encouraged the Board to read the memo.

558 B. Exhibit 37: Discussion of Admiral Pointe/SLAM School Phase 2 – Supervisor Nargi

559 Mr. Nargi stated that he was seeking advice and an additional inquiry from the District Engineers
560 as to whether there was anything that the District could do to represent residents of Admiral Pointe
561 with the County's addition of the SLAM school. Mr. Ivester gave an overview of the noise and
562 setback inquiries being performed by Hillsborough County, as pickup lanes for students were close
563 to the District's property line. Mr. Eckert advised that there was a wall/fence with an associated
564 easement for the District to be able to maintain, and stated that he believed the District additionally
565 owned a 10-to-20-foot strip on the other side, between the wall and the school property. Mr. Eckert
566 stated that he did not know whether there was any infrastructure or drainage within this strip, but
567 suggested that the District could help Admiral Pointe residents by allowing for the planting of trees
568 so long as the Hillsborough County Code of Ordinances also allowed. Mr. Eckert advised that this
569 was a business decision whether to commit District funds to planting trees and/or increasing the
570 size of the wall. Mr. Eckert advised that it would be a benefit to the community, but that the District
571 was not obligated to take these actions.

572 Mr. Maurer stated that there was no guarantee that either planting trees or increasing the size of the
573 wall would resolve Admiral Pointe residents' complaints. Mr. Maurer asked for clarification on
574 Mr. Nargi's understanding of the residents' concerns, and Mr. Nargi clarified that residents were
575 concerned about noise pollution, smog, and privacy.

576 Mr. Leventry advised that he had reached out to the principal of the school, who had informed him
577 that the school had relocated their recesses and PE classes to the other side of the field to reduce
578 noise. The principal had additionally stated that the school was starting to hold the car line at the
579 property edge until students were being dismissed, reducing the time for the carline to no more than
580 15 to 20 minutes per day. Mr. Leventry noted that the principal had informed him of a number of
581 explicit emails that the school had received, with disrespectful and foul language, and Mr. Leventry
582 apologized on behalf of the community. Mr. Leventry noted that there was landscape on both sides
583 of the fence, and the school additionally had landscape, but neither were mature.

584 Mr. Maurer stated that he had walked the grounds and that trees were present, but expressed
585 concerns about the crape myrtles being dormant, and not being effective in reducing sound or aiding
586 in resident privacy. Mr. Leventry advised that the hedge line would eventually grow to be about
587 six feet tall. Mr. Ivester noted that cedar trees could be an option. Mr. Ivester noted that crape
588 myrtles were dormant about five months per year, whereas cedar trees were fast-growing evergreen
589 trees that would grow quickly to a decent hedge line. Mr. Maurer expressed additional concerns
590 with the building next to the track being two stories tall, which could result in difficult-to-block
591 sight lines.

592 Mr. Wick suggested reaching out to the school to determine whether they would be willing to put
593 up money for the trees, additionally suggested that the Board direct Mr. Ivester to evaluate the
594 wall/fence area. Mr. Wick asked whether the District could work out a system if residents wanted

595 to pay for walls, noting that the wall was partially concrete and partially fencing. Mr. Eckert advised
596 that the District could work with residents wishing to modify fence, but that it had to be consistent
597 with Hillsborough County ordinances.

598 Mr. Maurer expressed concerns with home elevations possibly resulting in additional issues with
599 privacy and sight lines. Mr. Maurer additionally expressed concerns with trees potentially taking
600 multiple years to grow to a sufficient height to afford residents sufficient noise reduction and
601 privacy. Mr. Leventry stated that he believed that cedars would grow within a year.

602 C. Exhibit 38: Discussion of Crape Myrtle Tree Option – Supervisor Leventry

603 Mr. Leventry stated that crape myrtle trees had previously been discussed as an option for street
604 trees.

605 D. Other Supervisor Comments

606 Mr. Nargi stated that the main pool would be out of commission soon, which would result in
607 increased activity at the Admiral Pointe pool. Mr. Nargi stated that Admiral Pointe had been
608 requesting a pool heater, which he opined was well overdue. Mr. Nargi advised that Mr. Woodcock
609 had given estimates between \$12,000 and \$15,000 to install a pool heater.

610 Mr. Nargi made a motion, seconded by Mr. Wick, to authorize the purchase and installation of a
611 pool heater at Admiral Pointe, in an amount not to exceed \$15,000.

612 During discussion of the motion, Mr. Eckert advised that, as this item was not included on the
613 distributed agenda, the floor needed to be opened up to audience comments.

614 During discussion of the motion, a resident thanked the Board for making the motion, agreeing
615 with Mr. Nargi's assessment that the installation of a pool heater at the Admiral Pointe pool was
616 well overdue.

617 During discussion of the motion, Mr. Wick noted that he had tried to push for a pool heater
618 previously and believed that the cost was slightly more. Mr. Wick expressed concerns that the
619 \$15,000 not to exceed amount was too low. Mr. Woodcock advised that he had worked with Ms.
620 Thibault in installing a heater for a similarly sized pool at a different District, and bids had come in
621 between \$12,000 and \$15,000. Mr. Woodcock stated that he felt that a not to exceed amount of
622 \$15,000 would be sufficient. Mr. Ivester asked Mr. Woodcock whether he had taken a look at
623 locations for the heaters, and Mr. Woodcock stated that he had not. Mr. Ivester expressed concerns
624 that the sloped land in the area could result in additional expenses for installation. Mr. Woodcock
625 suggested that if costs were to exceed \$15,000, he could bring the proposals back to the Board at
626 the next meeting.

627 Mr. Nargi withdrew his motion.

628 Mr. Nargi made a motion, seconded by Mr. Wick, to authorize the purchase and installation of a
629 pool heater at Admiral Pointe, in an amount not to exceed \$20,000.

630 During discussion of the motion, Mr. Maurer questioned the amount being spent on an annual,
631 comparing it to per-resident costs associated with his previous motions related to right of way
632 maintenance. Mr. Leventry opined that the annual cost of a pool heater would likely be below the
633 estimated \$30,000 per year on right of way tree maintenance.

634 On a motion by Mr. Nargi, seconded by Mr. Wick, with Mr. Nargi, Mr. Wick, and Mr. Leventry voting
635 "AYE", and Mr. Maurer voting "NAY", the Board approved to authorize the purchase and installation
636 of a pool heater at Admiral Pointe, in an amount not to exceed \$20,000, for the Harbor Bay Community
637 Development District.

Following the motion, Mr. Maurer explained that he had voted against the motion because he felt he did not have enough information to make a decision.

Mr. Leventry responded to previous comments regarding wage increases, noting that President Biden had indicated that the federal minimum wage increase would not get passed. Mr. Eckert advised that a separate minimum wage increase had been voted through in November for the state of Florida. Mr. Leventry additionally recommended that the Board keep budget impacts of proposals in mind, particularly for the multiple smaller proposals such as the one considered for the Bay Estates monument landscape replanting.

Mr. Nargi asked for updates on estimates for purchasing soccer goals, and Ms. Alfano advised that the cost would be about \$700 for a set. Ms. Alfano asked about locations on District property, and discussion ensued. Mr. Maurer asked whether the goals would be left continuously or be checked out on a rotating basis. Mr. Leventry stated that the soccer goals would be left outside. Mr. Maurer asked whether the goals would be staked into the ground. Mr. Nargi stated that the goals would likely be on wheels. Mr. Nargi suggested that Ms. Alfano get input from the soccer community on additional details.

Mr. Leventry expressed concerns about the Bay Breeze gates and asked for updates. Mr. Leventry additionally opined that the clubhouse being limited to a single entrance likely was not helpful and requested that the entry system revert to pre-COVID-19 conditions. Mr. Ivester advised that the Bay Breeze gate construction had begun but would take a week and a half to two weeks. Mr. Wick asked for clarification as to how the damage had been done, and Mr. Ivester recalled that a truss truck had come through and destroyed the inbound leaf of the gate, additionally damaging the gate mount pole and monument. Mr. Ivester stated that work had begun with the insurance provider of the trucking company involved.

Mr. Nargi stated that prior to the meeting, he had met with staff for an hour. Mr. Nargi stated that part of the meeting involved a social media post he had made, which had been interpreted as being directed at staff. Mr. Nargi clarified that his mention of “fraud, waste, and abuse” was not directed at staff nor at the Board, and made a public apology.

NINTH ORDER OF BUSINESS – Closed Session – 9:50 PM

Mr. Eckert stated that the Board could discuss business terms of the security contract in an open session, but advised that specific discussion on the security system would need to be part of a closed session. Mr. Wick indicated that he had specific questions that may be related to the system. Mr. Eckert advised that that the Closed Session would involve no votes being taken.

CLOSED SESSION COMMENCED, AND ENDED AT 10:11 PM

TENTH ORDER OF BUSINESS – Open Session – Security Discussion and Potential Consideration of Contract with Security Provider

Mr. Eckert advised that the Board was in its Open Session following the Closed Session. Mr. Eckert advised that the Board had been presented with a memorandum outlining the terms of a new agreement with Envera for three years, with an option for the fourth year at the District’s discretion.

On a motion by Mr. Nargi, seconded by Mr. Leventry, with all in favor, the Board approved the finalization of negotiations with Envera consistent with the terms contained in the memorandum from District Counsel dated February 16, 2021, and authorizing the Chair to execute the agreement, for the Harbor Bay Community Development District.

681 **ELEVENTH ORDER OF BUSINESS – Audience Comments – New Business Items**

682 A resident commented on inconsistent brick paver conditions. The resident additionally suggested
683 that a tree border similar to one by a playground in MiraBay would work well for privacy concerns
684 at Admiral Pointe. The resident additionally clarified that the inquiries being performed by
685 Hillsborough County in relation to SLAM! School were not for noise pollution but were related to
686 car exhaust fumes and permits/coding.

687 A resident expressed concerns with the areas of the fence by the SLAM! School and Admiral
688 Pointe, noting that the six-foot height was level with the road and not suitable for providing any
689 privacy to Admiral Pointe residents. The resident suggested that the District install a nine-foot wall
690 for the full length, then address landscaping.

691 A resident requested a status update on the repair of the gate in Bay Breeze, indicating that it had
692 been broken for nearly a month. The Resident stated that this was a recurring issue with the Bay
693 Breeze gates, and expressed concerns regarding the length of time before Bay Breeze gates were
694 repaired.

695 **TWELFTH ORDER OF BUSINESS – Adjournment**

696 On a motion by Mr. Leventry, seconded by Mr. Maurer, with all in favor, the Board, at 10:23 p.m.,
697 adjourned the meeting for the Harbor Bay Community Development District.

698

Assistant Secretary

Chair / Vice Chair