

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

The regular meeting of the Board of Supervisors of the Harbor Bay Community Development District was held on Thursday, **February 20, 2025** at 6:00 p.m. via Zoom Communication Media Technology and in the Lagoon Room of the MiraBay Clubhouse, 107 Manns Harbor Drive, Apollo Beach, Florida.

Present and constituting a quorum:

Dan Leventry	Chairman
Tim Nargi	Vice Chairman
Dean Walters	Assistant Secretary
Michael Rodriguez	Assistant Secretary
Steve Finley	Assistant Secretary

Also present were:

Jordan Lansford	District Manager – GMS
Michelle Reiss	District Counsel
Bryant Camerano	Appleton and Reiss
Brad Foran	District Engineer
Amy Palmer	Lighthouse Engineering
Mark Isley	Field Manager – GMS
Roxane Benton	Operations – GMS
Sang Lee	Kormex
Jeffrey Carter	
Residents	

The following was a summary of the discussions and actions taken at the February 20, 2025 regular meeting of the Harbor Bay Community Development District.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Lansford called the meeting to order at 6:00 p.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS**Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS**Audience Comments on Agenda Items**

**This Portion of the Transcript was Verbatim at the Request of the Board.*

Mr. Vollbrecht: Mr. John Vollbrecht, 5213 Wishing Arch Drive. Regarding the Blue Water Aquatics contract, I took a glance at the pond in the Shell Cove area. There was also a pond behind 5213 Wishing Arch and behind 326 and 310, the seawater pond, which were not identified in the Blue Water contract. I just saw that today. That's it.

Mr. Walters: Mark, do you know about that?

Mr. Isley: Yeah. Those were the ones that were conveyed. In the agreement they are listed as non-retention ponds. They are pretty dry. When they were transferred over to us, Mr. Kim cleaned out all of the hardwoods and left the cattails. The hope was that once we get our rains, they will fill back up and we can keep using them as ponds. I believe we have 30 waterways. The last listing that I had in the original agreement, had 32. We found out that one wasn't ours, but we will hit a maximum of 32, once the ponds in Marisol Pointe are turned over.

FOURTH ORDER OF BUSINESS**Business Items****A. LT Kim Weekly Reports****B. MiraBay Visual Inspection Report**

Ms. Lansford presented weekly reports from LT Kim for work performed from January 10, 2025 to February 12, 2025 and the December/January MiraBay Visual Inspection Report. Mr. Rodriguez questioned the status of the Water Use Permit increase request. Ms. Lansford was informed at 5:58 p.m. that the proposal was signed and sent to JHS. It was still in process. Mr. Rodriguez asked about if the irrigation repair at the pickleball court was completed. Mr. Isley indicated that all of the leaks were capped and the water was turned off. An estimate from Mr. Kim was requested, on what it would cost to uncap it, once the project was complete. Ms. Lansford recalled a proposal from Mr. Kim of \$2,725.24, but it did not include all of the repairs and was waiting for the final estimate.

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

Ms. Lansford reported that Mr. Sang Lee was not yet present, but a written update was provided to the Board late this afternoon.

D. Blue Water Aquatic Reports

Ms. Lansford reported that the Blue Water Aquatic Reports were included in the agenda package. There were no questions or comments. Mr. Rodriguez noted that they performed two monthly visits for 31 ponds. Mr. Isley clarified that they serviced 30 ponds: half during the beginning of the month and the remainder the second part of the month. Mr. Walters questioned the status of Seacrest. Mr. Isley indicated that Blue Water brought in their Marsh Master, who removed all of the materials that should not be growing in there and turned up the soil. The expectation was during the rainy season, they would replant material that did not grow as tall as the cattails and was allowed under their agreements.

E. Ratification of Changing Resolution 2025-01 to Resolution 2025-03 Renaming Landings Park to Lee Te Kim Park

Ms. Lansford recalled that at the last meeting, the Board adopted Resolution 2025-01, renaming Landings Park to Lee Te Kim Park, which was changed to Resolution 2025-03, when it was signed.

On MOTION by Mr. Walters seconded by Mr. Rodriguez with all in favor adopting Resolution 2025-03 Renaming Landings Park to Lee Te Kim Park was ratified.
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F. Consideration of Invoice #3203 from Mor Sports Group Invoice - \$25,083**G. Consideration of Invoice #3258 from Mor Sports Group Invoice - \$29,214.87**

Ms. Lansford presented Invoices #3203 and #3258 from Mor Sports Group, Inc. in the amounts of \$25,083 and \$29,214.87, respectively, which were included in the agenda package. The Board requested additional details on Invoice #3203. There were also two additional invoices; one for \$29,214.87, which was included in the agenda package and the other, which was received today and was sent under separate cover for \$16,554.87, for a total amount of \$70,852.70. Mr. Leventry felt that Mor Sports made significant progress in the past 30 days and questioned what staff and legal counsel recommended. Ms. Lansford recommended not paying

all of them, as there were costs that the District spent over and above the project amount. Mr. Leventry recalled paying the \$12,019 invoice at the last meeting and assuming that all of the bills were paid, the District would have paid a total of \$108,318; however, the total contract price was \$127,235, leaving a difference of \$18,916. Without Mr. Kim's invoice for the irrigation repair, there were unexpected and unanticipated costs of \$12,981.24. Mr. Leventry asked if Mor Sports was aware of the chargeback. Ms. Reiss indicated that they were not aware of it, because the Board needed to authorize reducing the invoice. Mr. Leventry felt that it was not relevant until they received the final invoice. Mr. Walters suggested paying Invoice #3203 and #4358 from last month, which totaled \$34,000. Ms. Lansford agreed that it made sense.

On MOTION by Mr. Nargi seconded by Mr. Finley with all in favor Invoice #3203 with Mor Sports Group, Inc. in the amount of \$25,083 and Invoice #3258 in the amount of \$29,214.87 was approved.

Mr. Rodriguez questioned when the vendor would receive payment, once the Board approved it. Ms. Lansford estimated approximately two weeks, but it could be expedited. Mr. Leventry noticed that the painting of the pickleball court was commencing and wanted to ensure that the pooling issue was resolved. Ms. Palmer would perform a final inspection. Mr. Leventry noticed a lift on the walkway, behind the fence, due to a gap between the new and old courts. Mr. Isley would look at it. Ms. Lansford would include the \$16,000 invoice and updated cost from Mr. Kim on the next agenda. Mr. Leventry requested a final chargeback and would inform the vendor, so they were aware of it. Mr. Walters asked if it included legal and field fees. Ms. Reiss confirmed that it included legal, engineering, Envera and irrigation costs.

H. Consideration of Consent Order from the State of Florida Department of Business & Professional Regulation Division of Alcoholic Beverages & Tobacco

Ms. Reiss presented a Consent Order from the State of Florida Department of Business & Professional Regulation Division (DBPR) for alcoholic beverages and tobacco. Ms. Reiss explained that it resolved the liquor license violation that was alleged to have occurred in 2019, with the failure to update the parties to the license and an allegation that alcohol was purchased from someone other than a distributor. The District contested the allegations and offered to

negotiate with DBPR, which they deliberated on and finally agreed to resolve it a month ago, with a \$250 fine, as long as the District updated the contact information for the liquor license, which would be GMS.

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor the Consent Order from the State of Florida Department of Business & Professional Regulation Division of Alcoholic Beverages & Tobacco was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Reiss was informed by the District's Insurance Adjuster, Mr. Jed Hart, regarding the pending claim, which was working its way through the process. The inspections were completed, as well as an Engineering Report. The building inspectors were obtaining estimates but would not provide any specific information or timeframe. However, once the building inspectors had the estimated costs on the repairs, it would go back to the insurer for review and approval. It was at the top of their priority list and would take 30 days. The District could make any repairs it wanted to, but the compensation amount was unknown. Mr. Leventry pointed out that the concern was the roof, which was the largest expense, as it was anticipated to cost \$200,000 to repair. Ms. Lansford recalled that the original quote submitted to the insurance company, was for \$605,944.18, which they did not like and would probably deny it. Mr. Isley obtained a quote from a local vendor, which was \$259,000 and was submitted on January 18th. Ms. Reiss pointed out that the insurance company was now in the process of determining the appropriate cost. Mr. Leventry voiced concern that the quote was over 90 days and felt that the insurance company should have issued a partial check, since they approved some of the damage. Mr. Nargi felt that they needed to get ahead of the damages, so there were no further damages, which would lead to further claims. Mr. Leventry spoke to Ms. Lansford about submitting a bill of \$26,000 for the entire Summer care program, because of damages to the facility.

Mr. Leventry MOVED to proceed with all repairs except for the roof repair and Mr. Finley seconded the motion.

Mr. Walters questioned the dollar value. Ms. Lansford indicated that there was an interior rebuild and a roof replacement. Mr. Isley recommended proceeding with the roof replacement first, which was estimated at \$30,000 to \$40,000 and then proceeding with the interior, which was estimated at \$60,000 to \$70,000. Both vendors were local and could proceed upon approval. It would take three weeks to complete. Mr. Walters recalled that the repairs to Dockers (the youth clubhouse) was \$100,000. Ms. Lansford received an estimate of \$79,539 for Dockers and the total cost of the roof, interior of the Clubhouse and lighthouse repair was \$686,839. Mr. Leventry preferred to skip the Clubhouse repairs. Ms. Lansford pointed out that the bulk of the repair was the interior cost, which was \$64,139 and the revised cost for Dockers and the lighthouse repair was \$259,539.

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor the repair of the youth clubhouse and the lighthouse repair in the amount of \$259,539 was approved.

1. Consideration of Agreement with HOA for Admiral Pointe Clubhouse Monthly Usage

Ms. Reiss recalled that last month, The Board approved a lease with the HOA for an office in the Admiral Pointe Clubhouse. The HOA approved it and a lease agreement was entered into, which the Board would approve at the next meeting, based on legal review and Ms. Lansford and Ms. Benton's approval. Mr. Walters recalled that last month, the Board approved the HOA paying \$100 per month and proposed reducing it to \$50 per month. Mr. Leventry agreed, as the CDD was not making any money and they were showing goodwill towards the community.

Mr. Walters MOVED to allow the HOA to lease office space in the Admiral Pointe Clubhouse for \$50 per month and Mr. Nargi seconded the motion.

Mr. Leventry requested amending the motion to include that it would be pending legal review.

On VOICE VOTE with all in favor allow the HOA to lease office space in the Admiral Pointe Clubhouse for \$50 per month, subject to legal review was approved.

Ms. Reiss reported that next month, there would be a resolution to hold a public hearing to update the gate strike fee to a flat \$250, plus damages to the gate. There would be a shade session at the end of this meeting on the Garcia claim. She was contacted by the attorney for Mr. Steve Lockom informing her that there was a deposition on April 10th for a dispute between Steve Lockom and GMS, which all Board Members were welcome to attend, but recommended that she attend as well. Mr. Nargi pointed out that the CDD should not pay for it. Mr. Leventry preferred that counsel attend. Mr. Walters felt that it was in the District's best interest to have legal representation with Mr. Leventry, as it could get more expensive with the wrong answers. Mr. Nargi preferred that GMS inform the Board whether they were paying for this, as it was a lawsuit between private entities. *There was no objection from the Board for District Counsel to attend the deposition.* Mr. Walters thanked Ms. Reiss on behalf of the community, for keeping her costs down, as for Fiscal Year 2025, legal fees were \$38,000 versus \$75,000 in Fiscal Year 2025.

B. District Engineer

1. Discussion of Dock Applications

- a. 1088 Signet**
- b. 1058 Signet**

Mr. Nargi requested that this item be skipped.

2. Seawall Repair Revised Quote

Ms. Lansford reported that staff was still in the process of obtaining permitting for Ibisview and Tybee for the seawall replacement. The Tampa Port Authority (TPA) questioned why it was only the 20 linear foot section that was failing and not the entire length of Ibisview. She asked Hecker Construction Company (Hecker) to provide a quote to make repairs from the property line to the mangroves, which was included in the agenda package. For 31 linear feet, from the property line to the failing joint, the cost was \$23,250 and for 35.5 linear feet, the cost was \$26,625. The Board approved 20 linear feet. In addition, the adjoining homeowner was concerned if the entire seawall next to their property was replaced and it was higher, there would

be some water intrusion. Mr. Leventry questioned the difference in cost. Ms. Lansford recalled that the original quote was \$73,000 and the new quote was \$107,875, for a difference of \$30,000, but it did not include the 45 feet for Seagrass. Mr. Nargi pointed out that the Tybee seawall was not failing, because it was the original test site and the strongest wall, but when the new wall was installed, it became the weakest wall, which was why it was being replaced. If they approved up to 35 feet, it would become the weakest point. Mr. Leventry questioned the engineer's recommendation, as he was concerned if they installed 20 feet of new seawall, the other 15.5 feet was going to fail. Ms. Palmer indicated that it was not showing any signs that it would fail, but older seawall had the possibility of eventually failing. However, it was not an issue for the neighboring property owner. Mr. Leventry requested that the work proceed on Tybee, as it was a separate issue. Ms. Lansford would speak to Hecker and include this item on the next agenda.

3. Lagoon Rock Erosion Report

Ms. Lansford reported that staff was working with Mr. Sang Lee on the Lagoon Rock Erosion Report. Mr. Kim and Mr. Lee performed an initial assessment, but there would be a great deal of work to prepare the report, similar to the Roadway Analysis Report and it could be costly. Mr. Leventry assumed that GMS and Park Square engineers were working with them. Ms. Lansford indicated that GMS would not perform an analysis until they received the pictures. Mr. Leventry recalled that the agreement with Park Square, was for their engineers and the District Engineer to work together on it and not just the District Engineer bearing the sole cost. It was his understanding the purpose of the lagoon rocks were for erosion purposes. Discussion was deferred until the end of the meeting.

C. District Manager

- 1. Consideration of Proposals for Youth Clubhouse Remediation**
- 2. Insurance Update**

These items were discussed. Ms. Lansford noted that the next meeting was scheduled for March 20, 2025 at 6:00 p.m. at this location. A budget workshop meeting was scheduled for April 29, 2025.

D. Onsite Managers Reports

- 1. Director of Operations Report**
- 2. Youth Coordinator Report (Hannah Hale)**

3. Lifestyle Associate Report (*Jen Ashley*)

Ms. Benton presented the Director of Operations, Youth Coordinator, Lifestyle Associate and Resident Services Reports, which were included in the agenda package. A new soda fountain machine was provided by the Coca Cola vendor at no cost. The ChatGPT Bot that Mr. Leventry created, was included on the MiraBay Living website and it included all of the District's documents. It was user friendly and called, "*MiraBay Helmsman*." Every other Monday, the food trucks continued to be popular with residents. Housekeeping was paying more attention to the Gym and as the weather gets warmer and there were more people at the Clubhouse. At the Board's direction, a soft serve ice cream machine was purchased. They would start with vanilla and chocolate and include seasonal flavors, root beer floats, waffle cones, cake cones and cups. The first machine was not delivered with all of the parts and had to be returned, but another one should be delivered by Friday.

3. Lifestyle Associate Report (*Jen Ashley*)

Ms. Benton reported that nine events were held last month. The Adult Gasparilla was fun, which she attended and a Kids Gasparilla, was held on the lawn. Kids dressed up and there were bounce houses. Everyone had a great time. Pictures were taken and posted on the Facebook page. A Valentine's Day dinner was held on the lagoon, which Mr. Walters attended. There was a beautiful sunset, harpists and food, which included a choice of mahi mahi or filet. Upcoming events included Mardi Gras and St Patrick's Day. The first MiraBay market was scheduled for this Sunday. They planned to hold it monthly, with the exception of Summer, when it was extremely hot. Residents were encouraged to sign up for it through SMS text notifications through Constant Contact or by emailing her or anyone in the office. There was also a Sheriff's Night Out, so that parents could attend the Valentine's Day event.

4. Resident Services Report (*Mario DiStefano*)

Ms. Benton reported that 30 vendors and two food trucks were signed up for the MiraBay Market. There was an issue getting residents to pay their boat fees. Access cards were turned off for people that had not paid their fees. Boat lift keys were checked on the spreadsheet, to ensure that residents paid their fees. There was a new yoga instructor and they were planning to acquire another personal trainer. Merchandise such as earrings and headbands were a great addition, as

they were selling well. There would be various merchandise as the year continued. Mr. Leventry requested total revenue in future reports. Mr. Walters heard that the merchandise was nice.

4. Field Operations Manager Report

Mr. Isley presented the Field Operations Manager Report, which was included in the agenda package. All of the electrical boxes and irrigation, damaged by the hurricane, on the boat lift, were repaired. Many LED drivers were out and had to be replaced. One was flashing, which he would repair tomorrow. All of the fire extinguishers, that were lost during the storms, were locked back up. The handicap accessible chair for the main pool, took longer to have it repaired, but they saved \$8,000. A few of the lids for the custom torch lights, were completely blown off in the storm and they were able to retrieve one that was damaged. A brand new one would be made out of a mold, instead of having to replace them. A big LED pad went out on the basketball sport courts, which Mr. Isley was able to order, plus a backup. All of the AP lights that were damaged during Hurricane Milton, were not back up and running. An electrician would assist him with the repair. Prior to the Valentine's Day dinner, they were asked to fix all the lights out that were burned out. They were staying up to date with the power washing and all the parts arrived for the dock that was damaged. The Dragon Boat Club reached out several times to have their lifts repaired. Power was provided to them today and the switches should be installed by the middle of next week. They were moving forward with replacing all of the rollers and safety ladders.

a. Envera Services Agreement Change Order for Barrier Arm

Mr. Leventry reported that he and Mr. Isley spoke to Envera about a system-wide issue that Envera had. They may have been hacked or there may have been a virus. They communicated with the District and would either provide a credit for half of the month or the entire month. He preferred to be credited for the entire month, which would be \$8,000. At this time, the gates were open, but they were being worked on. If they were hacked, residents' personal information was safe. It was not as simple as firing Envera, as there were only three companies that were big enough in the State of Florida, to handle a community like MiraBay. Secure Team bid on the project in addition to Envera, but their prices were \$10,000 to \$15,000 more per year and they wanted to charge \$65,000 to install all new equipment. Mr. Nargi pointed out that Envera was a one stop shop, versus other vendors that outsourced parts of the project.

Being hacked was a crime and their service to the District was not poor. Mr. Rodriguez oversees multiple communities who use Envera and they had the same issue. Mr. Walters recalled that he voted for Secure Team over Envera but now was not the time to do something different, as the gates would be up and running in a week. Mr. Isley indicated if they had an incident, everything was still being recorded and they could see every card and license plate through the license plate readers. Mr. Walters asked if the purple lights on the guardhouse could be changed back to normal. Mr. Isley would have Mr. Mario DiStefano, on the amenity side, change it. Mr. Leventry thanked Mr. Isley for being so responsive. Mr. Isley would work with Ms. Lansford and GMS on the poop station proposals, as he had a plan to save the District money.

- b. Consideration of Revised Contract for Pond and Fountain Maintenance from Blue Water Aquatics**
- c. Consideration of Proposal from Blue Water Aquatics for Erosion Control SOX Project**

Mr. Isley presented a revised contract for pond and fountain maintenance from Blue Water Aquatics. Ms. Lansford pointed out that they increased the linear feet, but they would be servicing at the same price.

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor the Revised Contract for Pond and Fountain Maintenance from Blue Water Aquatics was approved.

- d. Consideration of Proposal from LT Kim for Hurricane Cleanup**

Mr. Isley presented a proposal from LT Kim for hurricane cleanup in the amount of \$30,750. Several months ago, he went around the community with Mr. Kim several times, after the hurricane, noting items that needed to be taken care of immediately. This was revisited recently, but he agreed on every item that Mr. Kim recommended. Mr. Leventry pointed out that it was in line with the direction of the Board a few months ago, to do things incrementally.

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor the Proposal from LT Kim for Hurricane Cleanup in the amount of \$30,750 was approved.

Mr. Leventry questioned the cost of the barrier arm at the Bay Breeze gate. Mr. Isley indicated that the cost of the hardware was \$5,745.75 and the increased monthly cost would be \$32.70. Mr. Leventry felt that Envera should credit the District for one year, for the barrier arm and three years’ worth of service versus monthly. Mr. Isley would speak to Envera. The Balibay exit gates were opening early in the morning, as the timer was rusted out. He was able to salvage a barrier and hopefully the gates would be up and running tomorrow at the end of the day.

e. Consideration of Poop Station Proposals

This item was discussed earlier.

SIXTH ORDER OF BUSINESS	Consent	Agenda	Items/Business
	Administration		
A. Minutes of the January 16, 2025 Meeting			
B. January 2025 Check Register			
C. January 2025 Financial Statements			
D. Discussion of Dock Applications			
1. 5975 Blakeney Loop			
2. 1022 Signet			

Ms. Lansford presented the minutes of the January 16, 2025 meeting, January 2025 Check Register in the amount of \$1,147,776.60 and Financial Statements through January 31, 2025, which were included in the agenda package.

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

SEVENTH ORDER OF BUSINESS Supervisor Requests

A. Supervisor Leventry: Rezoning of CDD Property

Mr. Leventry proposed rezoning the area out front past the tennis courts of 8.2 to 8.3 acres, which were wetlands and trees and receiving the wetland mitigation credits. They could then either sell the property or half of the property and using the proceeds to pay for the expansion of the Clubhouse, as the property was worth \$10 million. They could also invest in the property or build another Clubhouse. He spoke to a group that wanted to enter into a public private partnership to build an entire sports complex on this property, at their cost. A proposal was provided by Half Engineering to provide an engineering study for \$6,500, in order to rezone

the property. Mr. Rodriguez liked this idea, as the proceeds could be used to get the Sales Center conveyed. Mr. Finley felt that this was a great opportunity, as residents in the community were looking for new amenities; however, he requested that the Board be cognizant of any additional costs, but this was only in the research and development phase. Mr. Walters did not see a downside to it. Mr. Nargi agreed with spending the \$6,500, to determine what they could or could not build on in the future.

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor the proposal from Half Engineering to provide an engineering study to rezone CDD property was approved.

Regarding the dock and lift applications, Mr. Nargi did not understand why they were going back through the ADA process again, because he believed that they were automatically approved. Ms. Lansford explained that it was a double tiered property, with a lower seawall and an upland wall going up to this property. On the lower easement, the applicant wanted to install a boardwalk. Mr. Nargi recalled that they allowed this before, as it was in the original dock plan going back to 2002 and should be approved but felt that the District needed to get out of the business of approving dock applications because they were dealing with private ownership, which the HOA should handle, since they had enforcement over personal property and the CDD had no enforcement powers. He provided a document outlining this. According to an accounting that he received, the District spent \$34,000 to look at private docks. The only requirement that the CDD had, was the easement, whether it was on the lagoon, which was EPC controlled and the canal side, which the TPA controlled. The only concern that the CDD should have, was penetration of the seawall and the easement. Ms. Reiss voiced concern that the HOA jurisdiction would end at the end of the lot, which did not include the water and the CDD was the operation and maintenance entity for the waterways within the District. However, Park Square owned the bottoms, but when Park Square departed, they would be dedicated to the CDD by plat and would become part of the District's waterways. Ms. Reiss was fine with it, as long as the Board had no concern over what people built in waterways that the CDD would ultimately own. When she was hired by the District, there was a process for the CDD to approve docks. However, the waterways were dedicated to the District by plat and had no question that the CDD had the

authority to approve a dock being installed within those waterways, but whether the Board wished to do so, was up to the Board.

Mr. Nargi pointed out that the dock was private property and if the owner owned the dock, the CDD should have no say on how they build it. Ms. Lansford confirmed that the District had a net loss of \$25,000 last year for dock reviews. Mr. Walters proposed increasing the fee to cover the shortfall. Mr. Leventry questioned why the District was spending money to review documents, if the owner was paying \$200 for staff to review it. Ms. Reiss explained that it sometimes takes longer to review the documents, which exceeded the \$200. Mr. Leventry proposed amending the process to charge \$200 plus charges for additional time, which the owner would receive a bill for. Mr. Nargi felt that the Park Square or the owner should be paying TPA. Ms. Reiss recommended adjusting the cost of the application, in order to cover any costs, charging a retainer or increasing the application fee. Mr. Finley agreed with Mr. Nargi that they needed to speak with the HOA, once the buildout and the Park Square turnover was completed, as the HOA enforced the standards in the community. Mr. Walters was in favor of increasing the fee or following Ms. Lansford's suggestion to ensure that the District was made whole on any costs associated with it but was not willing to relinquish control. Mr. Nargi requested that professional staff inform owners who submitted applications, that there was an hourly fee or go through the process with TPA. *There would Board consensus to alter the dock application process by setting a retainer fee of \$800.*

Mr. Rodriguez reported that he received an email from a resident requested three benches on Court 3, new scoreboards for all of the courts, picnic tables, an ice machine, a retractable extension cord and pressure-less balls for the ball machine for a total of \$5,000 and felt that it was a good idea to improve the tennis courts. Mr. Walters had no issue with it, as they could use the money that was allocated for pickleball. These items would not be inclusive to tennis, as they could also be used for pickleball. Mr. Finley agreed, as more people would utilizing the complex and there needed to be additional table seating. In addition, two poles from the shade structure could be modified to include two benches and shade. However, ice machines were a difficult appliance to keep running, especially in the heat. Mr. Isley pointed out that there was an existing ice machine. Mr. Leventry would approve of the concept and a not-to exceed amount of \$3,710, with the removal of the pressure-less balls. Mr. Nargi preferred to wait until construction of the pickleball courts were completed and having staff make the best decision. *There was Board*

consensus. Mr. Rodriguez received an early morning call that someone struck the Tybee Island gate and questioned the damage and cost to repair it. Mr. Isley looked at it and was able to get the gate open. There was no damage on the gate itself, but when the operator on the left-hand side tried to open, it snapped because it was rusted, causing the other one to stop and causing the breakers to pop. Mr. Rodriguez felt that they should install Wi-Fi and cameras on the gate. Mr. Isley suggested installing cameras on a pole, to provide angles of who was entering and exiting the gate, which would require Wi-Fi of \$50 per month. Mr. Leventry suggested looking at cameras that had a memory card for \$500.

Mr. Walters reminded the Board that the band, Dirty White Boys would be coming to their facility on March 7th, which typically drew a large a large crowd. There was a suggestion on Facebook to keep the Clubhouse open until 6:00 p.m. and was working with Ms. Lansford and Ms. Baxter on a solution, so that working class families could come into the office. The HOA was of the opinion that they did not enforce the easement between the sidewalk and street and discontinued issuing any violations. Mr. Leventry pointed out that the CDD had a signed agreement with the HOA for such enforcement. Ms. Reiss stated that according to the declarations, the owner was obligated to maintain between the lot and the roadway curve. Mr. Walters asked if parents could be certified as lifeguards, so that kids could use the slide more often. Mr. Leventry pointed out that it was a risk decision that the Board must make, as residents were told for 20 years that they did not need lifeguards, but when Vesta took over the contract, they informed the Board that the manufacturer's instructions recommended a lifeguard and since that point in time, they had one. Ms. Reiss would research this matter, but there used to be a Florida Administrative Code provision that required two lifeguards; one at the top and one at the bottom, which was repealed. However, the manufacturer and the District's insurer recommended lifeguards. There was no statutory requirement, but if the code requirement was repealed, it would be a risk management issue. She had no issue with getting everyone in the community certified as a lifeguard, if they were willing to do it.

Mr. Finley wanted to review the street sweeper contract to see what flexibility they had, as the street sweeper should not be in the community on garbage day, especially at 9:00 a.m. He was watching and tracking the street sweeper for 12 months and noticed that they were not getting a full sweep of the neighborhood. Most street sweepers sweep a night. The best night was Thursday night at 9:00 p.m. Some of the curbs were crumbling, especially on Islebay Drive, Bay

Breeze and other areas and asked if the beautiful wood benches throughout the community was on the polish the brass schedule. Mr. Isley confirmed that it was on the schedule. There was a new vendor and they were replacing the wood benches with the lifetime plastic ones. Many were power washed and stained. Mr. Finley offered to help out as a volunteer and could not wait until Mr. Isley finished with their hurricane list.

EIGHTH ORDER OF BUSINESS

General Audience Comments

****This Portion of the Transcript was Verbatim at the Request of the Board.****

Mr. Olmstead: Mr. Randy Olmstead of 508 MiraBay Boulevard. I know that this is a sensitive subject, but over the past five years, most of my riprap is now in the lagoon, at the point where the nylon barrier is now exposed multiple areas. The last two hurricanes did some damage, but not as much as that has been going on over the past five years. My question is, that's my property and if I do repairs on it, there are no guidelines for it, so how am I supposed to do it and with what?

Mr. Leventry: A couple things there. I think you heard the discussion. Part of the discussion was for Park Square to pay for it. It's not riprap. Let's be very clear on that. Riprap is a very certain specific thing. It goes all the way to the water. It's one third, two thirds, etc. They were put in years after the development for erosion control, as a courtesy to the community by the developer. So, we're negotiating with Park Square to do that on behalf of the homeowners. It is on your property.

Mr. Olmstead: According to my plat map, half of it is on my property and half is actually inside.

Mr. Leventry: That's a Park Square issue and Park Square still owns the lagoon. I feel your pain and I understand it, but we don't own it. You own your property and Park Square owns the lagoon.

Mr. Olmstead: I understand you guys are not the owners of it, but the whole negotiation of transferring of the property...

Mr. Leventry: That's what we're negotiating right now. It comes down to this. This is my opinion, not the other Board Members and they can opine it the way they want to. It is about \$3,000 of property roughly. We all live in a million dollar plus homes in this community and \$3,000 is how I look at it. I have no problems with it, but we're negotiating and we're doing our

best with Park Square. Will they pay for it? I can't guarantee that. I think what we're talking about right now is \$3.5 million for them to do the entire lagoon. So, to get them to agree to that, we're working on it.

Mr. Olmstead: So, you're saying I should do the repairs?

Mr. Leventry: I'm not saying that at all. I'm saying that's your decision.

Mr. Olmstead: If I do repairs on Park Square property...

Mr. Leventry: You have to deal with Park Square. They own it today.

Mr. Olmstead: So, if I hire a company to come in and fix the whole thing, I am now doing improvements on Park Square's property and on my property. As I look at my plat, now, my property line is a straight line, but the lagoon is not straight.

Mr. Leventry: I think part of it is 20 years of erosion and change in the contours of your property, too. That's the other part to look at. I feel your plight and I understand it, but that's \$3.5 million the community does not have. We are working very hard on that, but that is not something I will sit here and say that the District is guaranteeing you reimbursement from the District. The other Board Members can say something different, but that's Dan's opinion, because that's \$3 million we don't have.

Mr. Olmstead: My concern is because part of it is mine and part of it is not mine, but it's a continual line of a product. So, if I only fix my portion to the property to where it intersects with the Park Square area, that serves no purpose.

Mr. Leventry: If you look at it from a standpoint, that it's not there to protect anything other than the erosion on your lot, it's not as part of the seawall, it's not creating any drainage issues for the community and it's not part of any overall system. It is there strictly to prevent erosion from your property. So, if you do that and you're protecting your property. Again, that's my opinion. The other Board Members may feel differently. I'm happy to let everybody speak, but that's where I sit on the issue.

Mr. Olmstead: So, when the transfer goes through, I'm authorized to go onto CDD property and put more erosion control at my will?

Mr. Leventry: I can't speak when we take it over, but I personally wouldn't care. You should protect your property. That's how I look at it. If anybody else wants to speak, please chime in.

Mr. Nargi: I always tell the residents, *"If you decide to protect your property by fixing it, take before and after pictures and keep your receipts."* Because I have worked on this since 2017. Back then, I had a couple lawyers working with me. We're looking at all of the plats, how the rocks were originally put in and who is responsible. Their opinion at the time, was the developer decided to do this, using the easement clause. They laid it on them and they showed me all kinds of precedence of what may or may not happen in a court of law. So, I've always said, *"If you're going to fix it, provide before and after photos and get receipts."* My opinion is the original developer used an easement clause to put it in their rocks and now they're failing. We're talking to Park Square about moving forward, when we take the conveyance over, it has to be in good working order. Good working order, in my opinion, means that rocks are solid, they're good to go or they pay us to make that happen. That's the negotiations that we're in now. I'm very well aware of the emails that they're sending out, but that's between them as a private entity and you as a private homeowner. There's nothing we can really comment on.

Mr. Leventry: If I was a guessing man, I would bet they're doing that as a negotiating tactic. That's just my opinion.

Mr. Olmstead: My negotiating tactic is, I'm interviewing attorneys next week for a class action against them.

Mr. Leventry: I love it. I hope you do that, because we're at that point, I think.

Mr. Nargi: Let me finish with what I'm saying, when you do that, please send in your photos and everything to a woman who is the intake person for Park Square and then send a copy to MiraBay field staff, so we are aware of this.

Mr. Leventry: I'm going to defer to counsel. If they're having litigation, I would not recommend that they copy anybody in this District, because then we may become a party to that. But I defer to our lawyer on that one.

Mr. Nargi: I can see what you're saying. Maybe we need to stop it. That's what we've done, because it started with Cardno. They wanted to know where all of the problems were.

Mr. Leventry: I understand. He just said he's going to file a class action lawsuit.

Mr. Vollbrecht: Mr. John Vollbrecht of 5213 Wishing Arch Drive. I'm excited over the L.T. Kim Park change of name from Landings. But if we're going to look at getting a camera and Wi-Fi at the gate, I would think that we might consider getting a two-year credit for the cameras that are at Mr. Kim's new park, especially as we're going into the Summer months. Although I've

been quiet about it over the past three months, Envera does not call down, does not make any phone calls, does not do a single thing that we are contracting them to do at night and those cameras aren't doing anything at all. I'm sick of it. At 10:00 p.m., the only way that something gets done, is I have to call Mark, which I don't want to do.

Mr. Isley: I don't mind.

Mr. Vollbrecht: It is not your job or me I a resident to call, when we're paying Envera to have active protection. The voice, sound and motion don't work. I don't want the legacy of Mr. Kim to be my vein in my existence as a homeowner. Thank you very much.

Mr. Frappier: Hello, I'm Darrell Frappier of 318 Winterside Drive. I have lived by the Villemaire Road Gate since 2011. I want to thank everyone for the discussion that the Board had last month about the Villemaire Road gate. I'm afraid institutional knowledge has been lost in the turnover. Frankly the word I have, when I saw that the gate after it was repaired, was "*Gob smacked*," which in the British English means great astonishment, when I saw a sign on that gate. Three times minimum, the inbound gate has been destroyed by hurricane force winds with the sign on it. Once when the sign was put on the outbound gate, a hurricane took it up. There may be more times of damage that I'm not familiar with. A sign should not be on the gate. It should be in the ground. Placing those signs on the gate means that on the outbound gate, you have to often get out of your car and push that gate open against the wind. Two weeks ago, I noticed the inbound gate staying open much longer than it takes, after someone had come in. I watched it and discovered the wind was catching that sign on the inbound gate and it was opening again. It would go through that cycle, six to eight times, sometimes depending on the wind, before it finally closed. It was confirmed that it was caused by a pressure sensor on that inbound gate. I suggest testing that pressure sensor, to make sure that it actually stops that gate from closing on the vehicle that's across that gate. The final answer, in my opinion, is to install gate arms. I don't care whether there are arms just inside each swinging gate, to wait until the gate is fully open, to open and let one out or get rid of the gates and put arms in, which seems to be much faster to be replaced. Thank you for your consideration. I'll be glad to tell anyone more about what I've observed over the years. We had a resident who discovered that he could push it open and break it. It's a bit exciting.

Mr. Leventry: Are there still signs on the gate?

Mr. Isley: Yes, sir.

Mr. Leventry: It would be simple to move them. Right?

Mr. Isley: Yeah. I can make that happen.

NINTH ORDER OF BUSINESS

Attorney-Client Session

Ms. Lansford announced the start of the Attorney-Client Session at 7:59 p.m. Mr. Leventry pointed out that it was a private Attorney-Client Session with litigation counsel, pursuant to Florida Statute 286.0118, in order to discuss pending litigation stemming from the matter, Albert Garcia and Alana Spanos versus Harbor Bay CDD. Discussions would be centered around settlement negotiations or strategy related to the litigation expenditures. The attendees included Board Members: Mr. Daniel Leventry, Mr. Michael Rodriguez, Mr. Dean Walters, Mr. Tim Nargi, Mr. Steve Finley, District Counsel – Ms. Michelle Reiss, Litigation Counsel – Mr. Jeffrey Carter, District Manager – Ms. Jordan Lansford and Ms. Crystal Reyes - Court Reporter. One hour would be needed for the executive session. When the Attorney-Client Session concluded, the public portion of this meeting would convene, for the purpose of taking public comment and adjourning the meeting. Ms. Reiss confirmed that this meeting was publicly noticed on February 7, 2025 in the Hillsborough County edition of the Business Observer. No portion of the session could be off the record and no one would be speaking until the Attorney-Client Session was called to order and the court reporter begins reporting. At this time, Members of the public or others who were not permitted, were asked to leave and at this time and all doors were locked and secured.

The Regular Meeting resumed at 8:25 p.m.

TENTH ORDER OF BUSINESS

**Next Board Meeting is Scheduled for
March 20, 2025 at 6:00 p.m.**

This item was discussed.

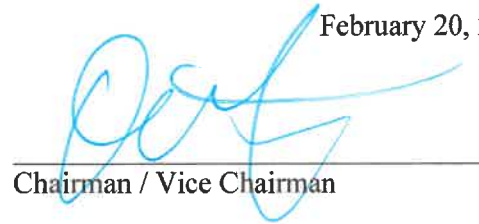
ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Nargi seconded by Mr. Finley with all in favor the meeting was adjourned at 8:26 p.m.
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Secretary / Assistant Secretary



Chairman / Vice Chairman