

MINUTES OF MEETING

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

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of Harbor Bay Community Development District was held on **Wednesday, August 3, 2011 at 5:15 p.m.** at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Ed Stone	Board Supervisor, Chairman
Rip Ripley	Board Supervisor, Vice Chairman
Julie Guill	Board Supervisor, Assistant Secretary
Paul Stumpf	Board Supervisor, Assistant Secretary
Tom Hatcher	Board Supervisor, Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Hopping, Green & Sams, P.A.
Carl Eldred	District Counsel, Hopping, Green & Sams, P.A. <i>(via speakerphone)</i>
Steve Mendendorp	Litigation Counsel <i>(joined the meeting in progress)</i>
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine called the meeting to order and conducted roll call.

THIRD ORDER OF BUSINESS

Shade Meeting

Mr. Brizendine stated that there appears to have been some miscommunication and with the absence of the litigation attorneys and the court reporter the shade meeting would be continued.

FOURTH ORDER OF BUSINESS

**Consideration of Settlement Agreement
with Greenbriar Landscaping.**

Mr. Earlywine stated that he was looking for any additional feedback from the Board on the revised Settlement Agreement with Greenbriar and the two letters that he was asked to draft. He stated that this version includes the scope of work revisions as outlined by Mr. Toborg.

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Mr. Stone stated that he still has the same concern with the termination clause that he had previously; that being that it should be the same as the one contained in the Le Te Kim contract. He stated that he would also like to see only one mulch event as opposed to two. Mr. Earlywine stated that the termination clause as presented is consistent with the settlement offer. A recommendation was made that the termination clause in Mr. Kim's contract be revised to mirror the one within the Greenbriar Settlement Agreement. A brief discussion ensued regarding the mulching and the need to keep both contracts the same, so it does not appear that Greenbriar is getting preferential treatment.

On a Motion by Ms. Guill, seconded by Mr. Stumpf, with all in favor, the Board approved the Settlement Agreement in substantial form as presented and authorized District Staff to submit the same to opposing counsel for consideration for Harbor Bay Community Development District.

Mr. Earlywine stated that the first letter addresses the change in the Lee Te Kim contract adding area A. Mr. Brizendine stated that he would like to have some time to address the pricing issue with Mr. Kim before it is finalized. A recommendation was made that the request to revise the termination clause in Mr. Kim's contract be included as previously discussed.

On a Motion by Ms. Guill, seconded by Mr. Hatcher, with all in favor, the Board authorized District Staff (subject to execution of the Settlement Agreement) to forward the letter to Le Te Kim as discussed, and with the change noted on the record relating to the termination clause, for Harbor Bay Community Development District.

Mr. Earlywine stated that the second letter to Sea Crest HOA asks the HOA to stop maintaining the CDD property and would also be subject to execution of the Settlement Agreement.

On a Motion by Mr. Hatcher, seconded by Mr. Ripley, with all in favor, the Board authorized District Staff (subject to execution of the Settlement Agreement) to forward the letter to the Sea Crest HOA as discussed for Harbor Bay Community Development District.

Mr. Earlywine stated that the contract with Greenbriar calls for the contract to begin on August 1st which does not give Le Te Kim the required 30 day termination notice. He recommended that the Board ask Mr. Kim to stop maintaining the areas in question under the Settlement Agreement as of September 1, but agree to pay him for the full 30 days. He asked that the previous motion be amended to include this provision.

On a Motion by Ms. Guill, seconded by Mr. Hatcher, with all in favor, the Board amended the previous motion authorizing District Staff to forward the letter to Le Te Kim addressing payment for a full 30 days as discussed for Harbor Bay Community Development District.

Mr. Stone inquired as to the possibility of the District conveying all CDD property within Seacrest to the HOA. It was stated that there would be issues regarding permits for stormwater systems and possible issues with street lights, taxes, right-of-ways, bonds etc. Following a brief discussion, the following Board action was taken:

On a Motion by Mr. Hatcher, seconded by Mr. Stumpf, with all in favor, the Board authorized District Staff to send a letter to the Sea Crest HOA to determine if there would be any interest in having the District convey the common area CDD property to Sea Crest HOA for Harbor Bay Community Development District.

(Mr. Mendendorp joined the meeting in progress)

SIXTH ORDER OF BUSINESS

Continuance

A brief discussion ensued regarding the need to continue the shade meeting until a date certain. Mr. Earlywine stated that the shade meeting would be continued under the same terms as the one scheduled today and named the individuals who would be eligible to attend the meeting. Mr. Brizendine confirmed that the court recorder would be contacted.

On a Motion by Mr. Stone, seconded by Ms. Guill, with all in favor, the Board continued the special meeting and shade meeting (on the same terms as previously presented) until August 9, 2011 at 3:00 p.m. at the MiraBay Clubhouse (lagoon room), located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752 for Harbor Bay Community Development District.


Secretary/Assistant Secretary


Chairman/ Vice Chairman