

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**January 28, 2021  
REGULAR MEETING AGENDA PACKAGE**

**Grace Community Church  
5501 East Irlo Bronson Highway  
Saint Cloud, Florida 34771**

*Osceola County Emergency Ordinance 2020-74*, which extends OscCo Ordinance 2020-60, remains in effect requiring all people working, living, visiting or doing business in Osceola County to wear face coverings while in public places. Social distancing measures will be enforced, and masks are required to attend Harmony CDD meetings until otherwise advised.

Remote participation options will continue to be provided for telephonic public attendance at **800-747-5150** Access Code **8185960#**



210 N. UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FLORIDA 33071

**COPY**  
**Harmony Community Development District**

Teresa Kramer, Chair  
Daniel Leet, Vice Chair  
Kerul Kassel, Assistant Secretary  
Steve Berube, Assistant Secretary  
Mike Scarborough, Assistant Secretary



Kristen Suit, District Manager  
Steve Boyd, PE, District Engineer  
Timothy Qualls, Esq, District Counsel  
Gerhard van der Snel, Field Manager

January 21, 2021

Board of Supervisors  
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held on Thursday, January 28, 2021 at 6:00 pm at the Grace Community Church, 5501 East Irlo Bronson Memorial Highway, Saint Cloud, Florida 34771; and via conference call at:

**Call-In Number: (800) 747-5150**

**Access Pass Code: 8185960#**

Following is the advance agenda for the meeting:

1. **Roll Call**
2. **Audience Comments** (Maximum of 3 Minutes per Speaker)
3. **Draft In-Person Meeting Policy** ..... [Page 5]
4. **Brownies Septic & Plumbing Invoices Discussion**
5. **Approval of Minutes for:**
  - A. **December 17, 2020 – Regular Monthly Meeting** ..... [Page 9]
6. **Subcontractors’ Reports**
  - A. **Servello Landscape Solutions**
    - i. Grounds Maintenance Status
7. **Staff Reports**
  - A. **District Engineer**
    - i. Monthly Report ..... [Page 38]
      - I. Billy’s Trail ..... [Page 40]
      - II. Garden Road ..... [Page 44]
      - III. Soil Compaction ..... [Page 47]
      - IV. Five Oaks Dog Park ..... [Page 56]
      - v. Vehicle Storage Area ..... [Page 58]
      - VI. Environmental Report ..... [Page 61]
      - VII. Hourly Rate Schedule ..... [Page 68]
    - ii. Survey Quotation ..... [Page 70]
  - B. **District Counsel**
    - i. Draft Policy Documents
      - a. Procurement Procedures ..... [Page 75]
      - b. Property Disposal Process ..... [Page 90]
    - ii. Consideration Of District Counsel Flat Fee Billing
    - iii. Consideration Of Employer E-Verify MOU ..... [Page 92]
    - iv. Update On Status Of Davey Litigation

Teresa Kramer, Chair
Daniel Leet, Vice Chair
Kerul Kassel, Assistant Secretary
Steve Berube, Assistant Secretary
Mike Scarborough, Assistant Secretary



Kristen Suit, District Manager
Steve Boyd, PE, District Engineer
Timothy Qualls, Esq, District Counsel
Gerhard van der Snel, Field Manager

C. Field Manager

- i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.) [Page 107]
ii. Facility Use Records (Inclusive - Boats & Other) [Page 110]
iii. Resident Submittals (Facebook & Direct) [Page 114]
iv. Pond Maintenance (Chart & Map) [Page 116]
v. Wetlands Report (Chart & Map) [Page 119]
vi. Update on Alleyway Repairs
vii. Plaza Proposals
a. J A Design [Page 122]
b. Magic Design [Page 123]

8. District Manager's Report

A. Financial Statements for December 31, 2020 [Page 126]

B. Approval of: #249 Invoices, Check Register, & Card Purchases [Page 140]
[Invoices and Card Receipts Available Upon Request]

C. Facilities Usage Applications

- i. Farmer's Market - Awaiting Fusilier Response
ii. Food Trucks - HROA Confirmed Request Compliance

9. Business Discussions

A. Consideration of West Entrance Crosswalk Revisions

- Osceola County Traffic Division Request [Page 150]
• Arrow Proposal 14238 (Remove Old) [Page 152]
• Arrow Proposal 14232 (Install New) [Page 153]

B. Consideration of District Meeting Video Recordings

- i. Videography Proposal [Page 156]
ii. Memo - Records Retention [Page 169]
iii. Memo - ADA Compliance [Page 173]
iv. Equipment Cost Estimate [Page 182]

C. Discussion of District Vehicles & Equipment Maintenance

D. Discussion of Field Services Activities & Work Load

10. Supervisor Requests

11. Adjournment

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Kristen Suit

Kristen Suit
District Manager

## **Third Order of Business**

## CDD IN-PERSON MEETING POLICY DURING COVID-19 PANDEMIC

Osceola County Emergency Ordinance 2020-60 remains in place requiring all people working, living, visiting or doing business in Osceola County to wear face coverings while in public places. Social distancing measures will be enforced and masks are required to attend the CDD meetings until otherwise advised. Remote participation options will continue to be provided for virtual public attendance.

The CDC recommends for everyone to have the following supplies on hand:

- Masks
- Tissues
- Hand Sanitizer (with at least 60% alcohol)

### Social Distancing

- Board Members, Staff, and the Public are instructed to maintain at least a six foot distance from each other
- Persons who need to cough or sneeze should use a cloth or tissue or, if not available, into their elbow.
- Do not shake hands or engage in any unnecessary physical contact with any other individuals at the meeting.

### Assessing Health Prior to Meetings

- It is strongly encouraged all persons attending the meeting to consider if they are at high-risk and are encouraged to practice an overabundance of caution.
- The CDC defines high risk people as follows:
  - People aged 65 years and older
  - People with chronic lung disease, moderate to severe asthma, serious heart conditions, immunocompromised, severe obesity or underlying medical conditions, such as those with diabetes, renal failure, or liver disease may also be a higher risk.
- Temperature Check: The CDD strongly encourages board members, staff, and the public to have their temperature taken the day of in-person meetings.
- Known or potential COVID-19 infection: Board Members, Staff, or the Public who have a temperature in excess of 100°F (or who would exhibit such fever in the absence of fever reducing drugs) and/or with symptoms of cough or difficulty breathing and/or experiencing loss of taste and/or smell, are strongly encouraged to not attend in-person meetings.
- Known contacts with COVID-19 positive or high-risk individuals: board members, staff, or the public who has had recent contact with an individual known to have tested positive for coronavirus, or has been exposed to a recent high-risk situation, such as national or international airline travel to a known virus “hot spot” or who has had contact with an individual from a high-risk area are strongly encouraged to not attend in-person meetings.
- All board members, staff, and the public should read these guidelines prior to attending meetings for the first time. If you do not understand the guidance or have questions, contact the District Manager.

### Onsite Safety

- **Masks:** All persons in attendance at an indoor, in-person meeting must wear a mask unless under the age of 2 or if the mask would cause impairment due to an existing health condition. (Osceola County has enacted an emergency ordinance that requires all people working, living, visiting or doing business in Osceola County to wear face coverings while in public places. Emergency Ord. 60-2020 as amended on Oct. 5, 2020)
- **Handwashing:** should be performed at regular intervals using soap and water and/or hand sanitizers and should be performed before and after entering communal spaces.
- **Food and Drink ARE NOT ALLOWED** in the meeting room.
- **Bathroom Use:** Where possible, all persons attending meetings should aim to use the bathroom facilities one at a time.
- **Cleaning of the meeting facilities:** will be ongoing, including high touch surfaces.

### Onsite Logistics

- Any members of the Public attending in-person meetings may not arrive prior to 5:45 p.m., or 15 minutes before the start of the regularly scheduled meetings. Members of the Public must leave promptly at the conclusion of the meeting.
- **Persons not Observing Guidelines:** all individuals attending meetings are encouraged to speak up and let others know if they are not adequately following the safety guidelines.

## **Fifth Order of Business**

**5A**



**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 17, 2020, at 6:00 p.m. at the at the Grace Community Church, 5501 East Irlo Bronson Highway, St. Cloud, FL.

Present and constituting a quorum were:

- |                  |                                 |
|------------------|---------------------------------|
| Teresa Kramer    | Chair                           |
| Dan Leet         | Vice Chairman                   |
| Steve Berube     | Assistant Secretary             |
| Kerul Kassel     | Assistant Secretary (via phone) |
| Mike Scarborough | Assistant Secretary             |

Also present were:

- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| Kristen Suit                        | District Manager: Inframark          |
| Tim Qualls                          | District Attorney: Young Qualls, P.A |
| Tristan LaNasa                      | Young Qualls, P.A.                   |
| Steve Boyd                          | District Engineer (via phone)        |
| Gerhard van der Snel                | Field Services Manager               |
| Pete Betancourt                     | Servello                             |
| Residents and Members of the Public |                                      |

*The following is a summary of the discussions and actions taken at the December 17, 2020 Harmony CDD Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Supv Kramer called the meeting to order at 6:00 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Approval of Agenda**

Supv Berube suggested moving the three policy discussions to the end of the agenda.

Supv Kramer recommended the policy discussion under the fourth order remain where it is with the Brownies hearing following.

On MOTION by Supv Berube seconded by Supv Scarborough, with Supv Berube, Supv Scarborough and Supv Kassel voting aye and Supv Kramer and Supv Leet voting nay, to move the three policy agenda items to the end of the meeting for discussion and consideration was approved. (3-2)

On MOTION by Supv Berube seconded by Supv Leet, with all in favor, the agenda was approved. (5-0)

**THIRD ORDER OF BUSINESS**

**Audience Comments**

Mr. James Bell requested the Board extend the no parking signs on Schoolhouse around the soccer field.

Supv Kramer noted the signs were installed by the County at the request of the school.

Mr. Bell further addressed parking in bike lanes. He requested the Board consider completing the alleyway repaving. He further addressed the street trees on the property between the sidewalk and street on Five Oaks, Cat Brier, and Schoolhouse.

Supv Berube noted those three areas are maintained by the CDD through Servello.

Discussion continued on the maintenance of these three areas and why only these areas with it being noted this was a decision of the developer who was also the CDD at the time. It was noted they can consider discontinuing this maintenance with the next landscape maintenance renewal.

Mr. Qualls noted the rules are that the public gets three minutes and the Board can take it under consideration and address it at the next meeting.

**FOURTH ORDER OF BUSINESS**

**Draft In-Person Meeting Policy**

This item will be addressed later on the agenda.

**FIFTH ORDER OF BUSINESS**

**Public Hearing: Brownies Septic & Plumbing LLC Contract**

Supv Kramer opened the public hearing with Brownies Septic & Plumbing LLC.

Supv Kramer stated I will be acting as the hearing officer and what I would like to know is which individuals here today will be presenting evidence concerning this matter so that we can swear everyone in together.

Supv Kramer asked everyone who has been designated to give testimony and information in this matter to stand. If you will raise your right hand and repeat after me: I swear to tell the truth, the whole truth and nothing but the truth and several unidentified persons repeated.

An unidentified speaker stated I would like to get on the record how many times we asked to come to this Board meeting and were denied.

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An unidentified speaker stated we requested to come to this meeting prior to this and it seems now the bill is due, and you are not agreeing to pay it now we are asked to show up. We have asked to be here many times before and because of the delays and not letting us in the meeting it caused a lot of problems which you will hear on us trying to finish the project. Secondly, I guess we are going to plead our case; I am trying to understand, and maybe someone here can tell me, why they don't feel the bill is correct or why you do not want to pay us. Can someone answer that today.

Mr. Qualls responded the way this works, and we sent your attorney the rules, the Board will make a decision and it will not happen tonight, most likely. What the Board does have before it is the contract and the amount referenced in the contract and that is the starting point. There are two separate contracts – one was for the exploratory work at \$5,100.00 and another contract for \$57,000.00. The rest was sent in a letter to someone at Brownies; I have a copy of the letter if you do not have it.

The unidentified speaker stated we got that.

Mr. Qualls stated that outlines at the time why the Board made that decision. As far as the change order, according to the District Engineer, it lacked specificity to bring to the Board so the Board could make a determination as to the additional \$75,000.00.

The unidentified speaker stated we have had numerous conversations, verbal conversations, texts, and emails telling us the change orders will come, continue with the job. I do not think you have been told the truth, but we have all that information.

Mr. Qualls stated present that to the Board and if you do not have it right now, feel free to send it to me and I will get it to the Board.

The unidentified speaker stated I would like the Board to hear the story of what happened from the beginning to the end and also involved who wanted to get reelected and stated he wanted to get reelected. We felt like we were a victim because he was not telling you the whole story so he could get reelected and that is what he stated to our guys.

Supv Kramer stated before you leave the mic if you will state your name and your position.

Reginald M. Berthiaume, CEO, Brownies Septic & Plumbing.

Supv Kramer asked will you state your name for the record.

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An unidentified speaker responded I will get to that in a second. I appreciate you meeting with us today and a chance to hear us out. My name is Brandon Lepper, I work for Brownies Septic & Plumbing, I am the Commercial Plumbing Director. This is Brian Hurst, he is the Head Plumbing Manager for Brownies Septic & Plumbing. I will let our Legal Counsel address himself. Jared Dennerline was the gentleman who this was his project. He was the one who worked hand-in-hand with Steven. We also have, but will not be speaking, the Operations Manager for Brownies Septic & Plumbing. A lot of the information for this project went back and forth through him on our side. Alison Hope represents us at Brownies Septic & Plumbing, she is our CFO. I would like to start painting a picture of dates and timelines and how we are on our side and what we were trying to accomplish. How it starts is Jared Dennerline meets Steven and Gerhard to look at the project – what is needed, what is wrong and that is when the exploratory proposal happens. On 7/17/20 the Board approved the proposal, contracts to be signed, project to begin immediately as requested. That exploratory contract and insurance was executed, we received approval and we moved forward. That was on 7/21. As of 7/26 work order 360604 was \_\_\_ by septic and plumbing and we use a vactor truck to perform a hydro-excavation. Does everyone understand what hydro-excavation is? That is a massive industrial commercial vactor truck with a massive vacuum, we water the ground down with water out of the tank, it loosens the soil and the turf and we vac it out rather putting a shovel in the ground and hitting a line because we have no location at this point. That is how we excavate the ground. We get down to the top of the lateral pipe that was supposed to be attached to the manhole and that is where they see the breach. The camera was inept at this point because you could not see anything. It is underwater and full of debris. There is nothing to see with a sewer camera at that point, but they did see the breach with their eyes. At that point they made a decision we are good, lets stop here, the exploratory deal is done, we know where the problem is, why the ground is sinking, why there is a problem and now we need a proposal to fix the issue. On 8/25/20 Gerhard was instructed per Steve, to order a diver and plug the retention ponds because they enter to the retention pond. You cannot fix the issue there unless the plugging is done. 8/26/20 after multiple trips, camera, vactor work with the vactor truck, with the trailer vactor, exploratory work we found the problem, no plans or specs were ever given. I want to say this and make sure that it is clear, multiple times, multiple times, it was requested plans

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for that storm system. Multiple times it was rejected that there was nothing that existed, it does not exist for that area, it does not exist in that manhole, it does not exist in that storm drain, it does not exist to where it goes to the pond, there is no way to know. I am really good at what we do and there is a reason why you hire us, we are the best, hands down; that is why you hire us, but just because I am good at what I do does not mean I can read and tell what is underground, where it goes, how it goes and what direction it goes.

Mr. Berthiaume asked did you say multiple times you requested the plans?

Mr. Lepper responded requested the plans and we were told by Steve that they did not exist. What was told to us was multiple developers, that is understandable it happens, it happens all the time. We run into it, plans get lost, half the plans get done, they exit here and just stop for whatever reason, whatever happened it didn't exist. I take that for what it is worth, I believe the man, I have no reason not to believe him. 8/27 we deliver sidewalk protection, curb protection, we start mobilizing equipment to fix the storm pipe and the sinkhole. 8/27, as well, we called in emergency locates, so again, working within what we are supposed to be doing, we are protecting you, we are protecting ourselves, safety at all times, we don't damage something, fiber optic line, whatever. 8/30 the contract was executed by all parties. The original agreement was for \$57,000.00. The original discussion, on property, before proposals were written, before any of this stuff was written, there was conversation had that this could be \$100,000 to \$150,000 job, it was said from the get-go. Was it put on paper, no, so what do we do, we go back and try to give you the best number we can. Why, because we were told we were crazy that number was too high. So, we go in there and think we can get it done for \$57,000.00 because it should be a three- or four-day deal if it dry ground, if there are no problems, if it is not middle of July or August or September or June or the middle of Spring where it rains every day. You live down here, you know it rained every day. I cannot control that, I do not expect you to control it, I can't. 8/30, again, contract was executed by both parties. The best thing is I send you an agreement, you guys send back your own agreement that is executed. I hold that in my hand right here. I am going to read some points to you and this what you guys said – should dewatering be needed approval by your District Manager for all change orders will be required and approved. I did not write that you guys did.

Supv Kramer stated we are familiar with what is in the contract.

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Mr. Lepper stated why this is where we are is because you guys did not agree to that. You did not read your own contract. On 8/31 - locates being completed for the entire work area. On 9/2 - we mobilized the 300 Series machine, which is a tractor which was required at that time for the magnitude of this project. On 9/3/20 Brownies Septic & Plumbing is doing its best to make the repair however because of the massive amount of groundwater in the intruding hole and the mud sliding in, dewatering is now needed, not in my contract at \$57,000.00. Pumping and well points as needed. 9/4/20 – District Manager and District Engineer were onsite to look at the project, Brownies was not informed of this meeting, also we informed everyone to have personnel protective equipment on at all time, that did not happen. 9/5 – hole continues to fill with water, we put shore blocks in, to keep it from sliding in and so now we go back to we do not have prints, we do not have plans, we have no idea where that pipe runs, we have an idea, we can tell by looking in the manhole it runs that way somewhere so we put shore blocks in and we have to drive the poles in and I have pictures, we are going to give those to you, you can have them so you can understand what all of this is. Shore boxing is for safety, everything is for safety at that point.

Supv Kramer stated right, it is the concrete block.

Mr. Lepper stated it is the steel wall, steel beams, I have to drive steel beams in to hold the steel walls and the turf back to protect everybody, to protect the job, to protect the person more for the most, everybody, to protect you liability-wise. We drive the posts in, we are told the pipe runs from this manhole straight to that pump where you are standing so I do not put a post there. I put a post where that gentleman is sitting and guess where the pipe is, where that gentleman is sitting. Not my fault. Now all of a sudden because there is a problem and there is going to be a change order back now, I have to fix more pipe, now suddenly Steven mysteriously finds the plans for us.

Supv Kramer stated I have a question; you said you did a major locate, did that not locate...

Mr. Lepper responded they are not going to locate that line like that.

An unidentified speaker stated when they do the locates, they do the locates right in the area we are performing the work in, they are not locating all the grounds on the property. It is the location of the work being maintained.

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Supv Kramer stated let me clarify, so you have the locate personnel out on the property, you know you do not have plans, you do not ask them to locate...

Mr. Lepper stated they are not out there with me, they come out put flags and that is it.

Supv Kramer stated so there was a way to potentially locate where the pipes could have gone.

An unidentified speaker stated to locate what they are locating – the fiber optics, the water and everything else, not the retention line depth.

Mr. Lepper stated they are locating stuff for me not to hit electrical.

Mr. Leet asked is there some method within your industry that could be used to locate that type of structure?

Mr. Lepper responded the only way to locate it, but I couldn't because the line was broke and crushed and is why it was falling in, was to send something locating down through there, but I could not do that. So again, we hit the line with that beam and now I have to repair it further back. The hole continues to fill up with water on 9/5. It rains every day, dewatering isn't keeping up with it. We had, I do not recall how many well points, but it was all the way around it and typically I would well point one side of something. They were full of water constantly and we had to pay a person to come fuel that every day. When we get to the point of the water is not receding with well points, with the pumps, it is time to step back and evaluate. Steven is part of the conversation every time. One of the options was we fill everything back in, it cost money, come back in the dry season, repair it, and he did not want to do that. I understand. The other one was keep dewatering and hopefully we get some help. We can put another pump down in the well where the safety barrier is and try to pump that out while the well points are going and put it out to get a better look at what is going. While we are waiting on that and waiting on a change order, we are having a conversation onsite and we say change order is needed for this and he agrees. He calls the District Manager, a phone call onsite with myself, Brian Hurst and Jared Dennerline standing there and says we need to have an emergency meeting, we have a problem.

Ms. Suit asked can you repeat that.

Mr. Lepper responded we need to have an emergency meeting, we have a dewatering problem and he talked to you on the phone in front of us.

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An unidentified speaker stated Steven talked to you.

Ms. Suit stated no. I assure you he would not have called me to tell me there was an emergency.

An unidentified speaker stated he was calling asking for an emergency meeting.

Mr. Lepper stated asking for an emergency meeting and you were scheduled out and you said we can try to do it this Thursday, we will confirm that, and we said okay, lets try to get it as soon as possible because we are not getting anywhere until we can dewater this.

Ms. Suit stated there was a discussion about an emergency meeting, I did not talk to anybody in your office. I did talk to the Chair.

Mr. Lepper stated we were standing beside him listening.

Supv Kramer stated my understanding, to clarify, you were standing onsite discussing the need for a change order with Supervisor Berube, Supervisor Berube contacted the District Manager by phone saying there was a need.

Mr. Lepper stated there was a need, he understands that, to this day he understood that. She agreed, say we will try to do it this Thursday, we do not typically do that, we understood that, but this was an extraordinary circumstance. We will confirm, we need to do it as soon as possible is what we told them, it ain't getting better. This was on a Monday or Tuesday, Jared Dennerline is going out of town that week on vacation on vacation, so me and Brian, it is our job anyway as we are the managers, were to have that meeting with you, the members of the association, that meeting got cancelled, that meeting was denied. We sit and wait for close to two weeks, a week and a half, before decisions are made.

*Supv Kramer and Mr. Lepper speaking at the same time.*

Supv Kramer asked do you know why...

Mr. Lepper stated email to email, when are we getting a meeting, when are we getting a change order, you will get your change order, he was out of town on his work, I'll be in town tomorrow, typed conversations, I have the emails to back that up, it never happened. At some point it becomes a liability problem. We have been around since 1948, we are a 70-year-old company. I did not get to be a 70-year-old company by ripping companies off, neighborhoods off and residents off.

Supv Kramer stated okay.



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Mr. Lepper stated I understand but I am painting a picture here because we have not gotten paid

Supv Kramer stated I know but we have a limited amount of time.

Mr. Lepper stated I understand but you have to see if from our side and the frustration.

Supv Kramer stated if you will stick to reciting the facts of what went on.

Mr. Lepper stated I am stating the facts, it is part of it. What the facts are – we finished the job after a two week wait time being told we were going to get a change order, at some point it becomes a liability problem when someone gets either hurt, falls in a hole a kid, a dog, someone's property or whatever, and I do not want that on my conscience or my business' conscience. At some point your residents of Harmony see Brownies trucks out there and that is who gets blamed for it when someone gets hurt in that hole, not you guys, you walk away, and the news is on me. At that point we decide to do in good faith, which has now bit us in good faith, to finish the job so we go ahead and do what we were asked to do by Steven, without a change order, because in good faith that is what we do as a good company. We dewater the hole the rest of the way, get down there and we fix it. It was not a four- or five-day job that was in good faith what we thought we could do, and we can if it is not wet and problems, circumstances, rain and everything, it turns into a four-week deal. There is where your extra cost is, her, him, whoever it is drug their feet for two weeks. It would have been longer than that if I had not decided to say no, no, no. Typically, so you understand, and I do not know how much you know about construction, typically I wait for my change order before I touch another thing. But why should I do that when it could be a problem for you and me, technically I saved your guys tail and now I am being criticized as a company and we are not being paid for work we did and all you have to come to Brownies with is you did not compact it when you were done and put grass down that we went almost \$75,000.00 over what the thing should have been out of good faith. You are welcome by the way. That is where we are at with this.

An unidentified speaker stated we did not compact the hole or put the grass back...(interruption)...that we had already reached...(interruption)...because of what we were told by Steven. So therefore, no we did not compact and no we did not put grass back because the contract had been exceeded already and due to the fact that we waited

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and waited and waited what we did was put the dirt back so if anybody – pedestrians, cars, dogs – anything would go into that hole and hold either side liable.

Mr. Lepper stated at some point the job has to get finished. I look back on the hindsight of it now, I should have left the hole open, because not only did I not charge you guys or Brian for the plumbing division as a business of our own, \$89 per hour, we did not charge you that, we lowered it to \$66 per hour to cover costs for you guys.

Supv Kramer asked is there any other specific facts you want to put on the record?

Mr. Lepper responded I do not know how many more facts you can have.

Supv Kramer stated if you have summed it all up, I appreciate it.

Mr. Lepper stated I have massive amounts of emails, these are just pinpoints.

An unidentified speaker stated emails and text messages from back and forth dealing with Steven. That was the only voice that we had, that he stayed present with my guys the entire time, he knew the changes, he knew what was going on, that was the whole aggravation of why we could not be able to come in and sit down with you guys because you are the decision makers. Apparently, excuse me Steven, but you are not the only decision maker, but we as a team out there did not know that because he represented Harmony, he was your representative so therefore as him being a representative, as far as I am concerned, he is an acting voice for you people.

Supv Kramer stated at this point if you have presented all the facts.

Mr. Lepper stated I have a few more things, if I may. We still paid \$66 per hour per person for five guys.

Supv Kramer stated okay.

Mr. Lepper stated it is a fact, you asked for facts I am giving you facts. I still paid that.

Supv Kramer stated this is not a cost-plus contract that you entered into with the CDD, right?

Mr. Lepper responded meaning what?

Supv Kramer responded meaning that we did not agree to pay what it cost you to do the job plus profit. It was a set price.

Mr. Berthiaume stated we were led that change orders were coming, to finish the job. We have emails and texts on that.

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Supv Kramer stated if you can provide those additional documents for the record, I would greatly appreciate it.

Mr. Berthiaume stated I would also like to get on the record that we do not know which one you are talking about because that might have been a communication breakdown. I do not know if everything was communicated to you because he was worried about getting reelected. Do you want to talk about that, I am sure he is going to deny it, but we are here to tell the truth and swore to?

Supv Kramer stated Supervisor Berube was not up for election.

Mr. Lepper stated I am just telling you what the gentleman said. I just think it is odd that the conversation come about for the meeting we got denied on was the fact that he felt he was going to be an extra hero, he was going to catch heat because he was going in and asking for a change order when he did not feel like that was a fair change order. I said, and Brian, and Jared Dennerline said, that is fine I would prefer to go talk to your Board as well anyway in person to explain to you and show you the pictures and tell you the things I have to do to make this right and that meeting was denied and that is a fact.

Supv Kramer stated I do want to let you know all of our meetings are public and everybody is allowed to come to them whenever they like.

Mr. Lepper stated I appreciate your listening.

Supv Kramer asked is there anyone else here, our Legal Counsel, did you?

An unidentified speaker stated you said we could submit documents afterward.

Mr. Qualls stated as soon as possible, the District has, according to the rules, has to issue a final order within 45 days. This Board cannot, this is a government, make any decisions or...

Mr. Lepper stated I understand. I do not expect that all I am saying is and again, I do not mean to beat the dead horse, but I bring up the labor only because labor is the tip up. I have fuel, I had everything else, I am still paying for dewatering, you guys never paid me for it. I am paying for dewatering, I paid for it. When I say I, I am talking Brownies paid for the dewatering, I still had to pay for all that stuff, it is rented by the week.

Supv Kramer stated we understand that, so to abbreviate this...

Mr. Lepper asked if you understand that then why aren't we getting paid?

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Mr. Qualls responded you are at a hearing so the District can make a determination on it.

Mr. Lepper stated I understand but you have to understand that is why our frustration is what it is.

Mr. Qualls stated I understand. Do you mind if I ask for some clarification?

Mr. Lepper responded absolutely.

Mr. Qualls stated you were talking about when you were looking to schedule the emergency meeting, I did not catch the date on that. It was sometime in September I presume.

Mr. Dennerline stated the meeting was supposed to be September 17<sup>th</sup>.

Mr. Qualls stated I do not think the emergency meeting was ever scheduled.

An unidentified speaker stated it was never said who cancelled or why. When Steven contacted Kristen that is when it was asked and that was the conversation you guys had that we were a part of. That is as far as what was ever, going back and forth with those two we do not know, we were not a part of that conversation, this was all done over a phone.

Mr. Qualls stated I wrote down in my notes, and do not know that I heard it verbatim, it is your testimony here today that you were told the change order was approved.

An unidentified speaker stated absolutely. I have emails from Steven that say when I get back in town, from his personal job, I will handle the change order.

Mr. Qualls asked at that point you had submitted to him the written change order request?

An unidentified speaker responded yes.

Mr. Berthiaume stated on top of that was verbal as well.

Mr. Joe Taormina, Legal Counsel for Brownies Septic & Plumbing, stated I think generally they found themselves in an emergency situation with the massive hole and know they have to take swift action. While they were told verbally they would get the change order, there were text messages that gives the impression that they would get the change order and a couple of emails basically the same thing, when you combine them and them having relayed the emergency situation and getting what they feel is a green light and knowing the liability and urgency is when they take that action. What they have

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not brought up, and I am sure you are aware of, and the Board may consider is if they do not fill that hole and we have an injury or a tragedy, we are having a much different meeting with much different numbers. These are manageable numbers for a CDD and Brownies is on the hook for injuries. There is a serious problem that the company fixed and there may be disputes over amounts and such, but it cannot be disputed that there was a huge problem the company fixed. The District has ... appreciated that they received that benefit and what happened is paperwork ...to try to reach a decision. In your letter you mentioned delays and what you will see through the emails and the testimony today, is that Brownies position is the delays are because the District failed to prove, a very sharp email basically begging we are under emergency, that date is not going to work we have an emergency situation here. Your letter mentions delays and Brownies can say the delays were, we were trying to get this done and asking for help and not getting the help.

Mr. Lepper stated also in your contract you executed as well as us, the equipment to be on this project was one excavator, one skid steer if needed, one dump truck and one vactor truck. No where do you hear dewatering equipment, trench shore boxing, secondary pump systems and trailers, vactor mobile units, you do not hear any of that.

Mr. Qualls asked were they in your proposal or not?

Mr. Lepper responded they were not.

Mr. Berthiaume stated they were in the change order and also you referenced it in the contract as dewatering if needed.

Mr. Qualls stated tell me a little about at what point you realized there needed to be a change order. Was that when additional damage happened to the pipe?

Mr. Lepper responded no, it is basically when we had the well points in. As much water and when I was using my vactor truck and filled the canister in the vactor truck at 2,400 gallons and as much as I would fill it, go relieve it in our given spot, and by the time he was back it was higher than when he left.

Mr. Qualls stated what I am trying to understand is, and I am not the decision maker and frankly when it comes to this, I am just a dumb attorney, I do not know your business so bear with me. At some point you said we think it will cost \$57,000.00; at what point did you realize it was beyond that?

An unidentified speaker responded very early.

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Mr. Lepper responded that was after we broke ground. Once we broke ground and was able to expose it, the problem was when we did the investigating work at the very beginning we were able to sump down to the top of the pipe, and that little bit of area being undisturbed is not going to show you what the volume of water is that we are fixing to start working with. Once we broke ground with the excavator and started peeling everything back, realizing how much water was coming in, that is when we had to go to the shoring, that is when we starting moving, we tried in the beginning to uphold those three days running our vactor and excavator at that point in time trying to keep up. After a couple of days, that Steve was a part of, after those couple of days we knew at that point hold on we have bigger problem here than any of us can deal with at this point we are going to have to transition to other and that is when everything else started, the plugging the dewatering and all of that stuff. He was very aware from the very beginning, we have kept everything transparent.

Supv Kramer stated you knew during the investigation.

Mr. Lepper stated no, not until...just so it is on the record, we did not know dewatering would be needed to that extreme until we broke ground.

Supv Kramer stated you could see where the groundwater level was in the open hole.

Mr. Lepper stated the only way we were able to see that, when we were able to investigate which we first came out to do is we sumped down to the top of the pipe at the culvert is where the pipe had been smashed. From prior to beginning of whenever this had taken place or that is what was creating this cavern around the hole.

Supv Kramer stated and you saw that, but you know there is groundwater in Florida that the groundwater tables are very high.

Mr. Lepper stated not necessarily. In 25 years of doing this I can go over to your yard and dig a hole ten feet deep and maybe never hit water. Cross the street and dig down another ten feet and before I get three feet in the ground, I am underwater. You cannot place markers on where water is going to lie.

Supv Kramer stated but you knew where the water was lying based on the water in the hole.

Mr. Lepper stated we knew where the water was a problem at that culvert, we did not know how bad at a 15-foot hole the water was going to be. There is film that I have

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that shows the water coming in like rapids. You have a breached pipe. You have a flow – is it water coming from the pipe, the pond, I do not know.

Supv Kramer stated but you had the pipe to the pond plugged up.

An unidentified speaker stated not at that point, not in the investigation point.

Supv Kramer stated I think it was.

Mr. Lepper stated you are right, but at that point was we were able to vactor down, we were able to go into the pipe and see where the groundwater was actually penetrating through the exterior of the piping. We filmed that so it was not where people still thought water was coming in around the plugs. We had the diver come back to investigate the plugs quite a few times because of that theory. Just so you understand, in the investigation there was not a plug in that pipe. You do not have a plug in the pipe until I get approval from you to come in and do the \$57,000.000 work.

Mr. Leet asked was it the third of September that you came to the conclusion that the dewatering was going to become necessary?

Mr. Lepper responded it would have been early September, yes.

Mr. Leet asked what was the gap between that happening?

Mr. Lepper responded the change order would have been on the 15<sup>th</sup>, the meeting was supposed to be on the 17<sup>th</sup>, so it would have been in the prior week so somewhere in there.

Mr. Leet asked the pipe damage occurred on the 5<sup>th</sup>?

Mr. Lepper responded the original damage, who knows, but when we pipe in for driving in the posts was at the beginning of the job when we were putting in shore block.

Mr. Leet asked in sequence that was after the need for dewatering with the original contract was determined?

Mr. Lepper responded around that same time.

An unidentified speaker asked can you repeat the question?

Mr. Leet responded I wanted to determine the sequence of coming to the conclusion the dewatering was needed and the pipe damage occurring. Both occurred at the beginning of the month, but I do not know what the sequence was.

An unidentified speaker stated we came out at the beginning, broke ground, realized how wet it was, had shoring come in, kept vactoring, trying to get through to uphold the three days, realizing you have more water, now you are dewatering and

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everything else started to \_\_\_ after that point. So, you have break ground, shoring, dewatering.

Mr. Lepper stated where the change order comes in is the added dewatering, the added time and all that other stuff. Again, remember I am paying for that and this is a one-week job that was proposed that turns into weeks. That is where the added extra money and labor come in.

Mr. Qualls stated my only question is what are you asking the District to do?

Mr. Lepper responded to pay our bill.

Mr. Qualls stated pay the full \$75,000.00 in the change order.

Mr. Lepper stated no sir, the entire bill which is \$122,000.00. We received \$25,000.00 as the deposit.

Supv Kramer stated thank you very much.

Brownies Septic & Plumbing stated we appreciate your time.

Sup Kramer stated this will conclude the public hearing. (57:00)

Mr. Qualls stated please send all the documents.

Mr. Berthiaume asked to you?

Mr. Qualls responded you may send them to me.

Supv Kramer stated at this point we will bring the business back to the Chair. Is there any further discussion that we need to do?

Supv Leet noted he would like to see the documentation they are providing.

Mr. Qualls noted as he sees the timing – if they want to think about this, they could request a meeting to discuss where they are and potentially headed to litigation. He noted someone could request a shade meeting, they would advertise and have a court reporter here. The question is can they do that and render a determination in 45 days.

Supv Kramer noted the next meeting is 42 days out.

Mr. Qualls suggested for the shade meeting the engineer, the Board, him and Ms. Suit and they could discuss, but they need to be prepared to iron out a decision. Discussion continued on a shade meeting.

Mr. Qualls requested verbatim minutes of the discussion today to the extent that they can be.

Ms. Suit noted there will be a cost as the minutes are not verbatim.



On MOTION by Supv Leet seconded by Supv Berube, with all in favor, to hold a shade meeting to discuss potential litigation at the January 28, 2021 meeting was approved. (5-0)

**SIXTH ORDER OF BUSINESS**

**Approval of the Minutes**

**A. November 19, 2020 - Regular Monthly Meeting Minutes**

Supv Kassel noted she provided corrections.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, the November 19, 2020 regular meeting minutes were approved as amended. (5-0)

**SEVENTH ORDER OF BUSINESS**

**Subcontractors' Reports**

**A. Servello**

**i. Grounds Maintenance Status**

Mr. Pete Betancourt reported he and Mr. van der Snel drove the property today to inspect trees. The tree project is completed. They are currently working on a few proposals to be submitted. The grasses will be done in the next two to three weeks.

Mr. van der Snel noted Servello had an internal company contest.

Mr. Betancourt noted the best-looking property wins and this year it was Harmony.

Mr. Feliciano noted they judge all the properties and out of 400 plus Harmony won.

Supv Kramer noted she is glad their crew is doing so well. She noted from her notes last month they were going to do a summary of what additional costs might be for the berm area they have assumed from The Lakes.

Mr. Feliciano noted they looked at the area, but he does not know what happened with the addendum being sent over. He will get with Mr. Whitaker to make sure it gets sent over. Until they get the addendum sent over, we will service it.

Supv Berube noted he was notified by Association Solutions there are several parcels around the townhome area that they expect the deeds to be recorded next week so those areas will be added to the maintenance as well.

Mr. van der Snel noted he thinks it is the horseshoe they are already maintaining. He further addressed a row of trees on Clay Brick Road owned by golf maintenance and are the only trees that were not trimmed as they are not the CDD's. If the CDD could

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notify them they are not maintaining those trees any longer; it will be a safety issues for the school with the kids walking and biking under them. However, it is still irrigated, it is a small zone and they can shut it off.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Engineer**

Mr. Boyd noted he will try to get through his report as quickly as possible. The written report was included in the agenda package.

**i. Billy’s Trail**

**a. Discussion and Consideration of Trail/CDD Property/Wetland Area Cleanup**

**o Staking Proposal**

Mr. Boyd noted he drove the area today but could not drive all the way back because construction has begun, but it appears the silt fence is in the right location, but they do not know how far into the wetland the CDD can go and it is important to stake it.

Supv Leet reported they spoke with Mr. Jerman regarding the fence that exist at the far northern edge of the parcel and he said the fence is no longer needed. As they get it staked out, they have his permission to remove the section of fence along the southern border.

Supv Berube addressed the overgrown, heavily brushed area of the wetlands and inquired if it is something Field Services can clear.

Supv Kramer noted Mr. Jerman is willing to help with some of the clearing. The construction looks like it is going to be housing to that area and inquired if there is another way to access Billy’s Trail or possibly approaching Mr. Jerman to see if it can be accessed through the new development.

Supv Leet noted his understanding is this parcel was deeded to the CDD for that purpose.

Supv Kassel noted she was there yesterday, and it looks like the developer has encroached on CDD property and preventing them from getting further in. She also noted they paid for staking of this area last year.

Discussion continued on encroachments into the CDD area with Mr. Boyd noting before they start clearing a new trial it needs to be restaked.

This item tabled to next meeting to confirm the survey work done in the recent past.

- ii. Garden Road**
  - a. Arrow Pavement Services**
  - b. Straightline Fence**
  - c. Other Option**

Mr. Boyd noted he received two proposals, one was for Arrow Pavement to do maintenance work on the road. It is at the Board’s discretion if they want to discuss these items this month.

Discussion ensued on garden road and the compaction standard with Mr. Boyd noting they have to have geo-technical engineering come out to test onsite once compacted.

Discussion followed on the ingress and egress of the roadway and providing a final solution. A question was raised about approaching the gas company with regard to paving the road with Mr. Boyd noting he has not specifically to the garden road.

Supv Kramer inquired if they are going to be able to put in a road that is adequate to service higher traffic with the parking/storage area.

Supv Berube noted the traffic is from Servello to their area. The garden traffic is limited and the traffic for the parking/storage area will be limited.

Discussion continued with it being noted they have added the maintenance area to the traffic. They need to look at the road and come up with a solution.

Mr. van der Snel suggested beginning paved road past the gas line easement.

Supv Kramer suggested approaching Mr. Jerman regarding the strip of land he owns adjacent to the gas line easement into Harmony West.

Mr. Boyd to approach the gas company with regard to the options for paving the road.

This item tabled to next month.

- iii. Compaction of Storm Pipe Repair**
  - a. Soil Profiles**

Mr. Boyd noted it was documented that it was not compacted. There is no action required on this item other than they did submit an invoice for the work they performed.

Supv Berube inquired as to the durability of the hole without compaction.

Mr. Boyd noted with the Board’s permission he will get the manufacturer of the HDP pipe to review the situation and give their opinion on the risk of leaving it as is.

Supv Kramer noted District Counsel has reviewed the statute for a shade meeting and in order to have a shade meeting they have to have litigation filed/pending. They will not be able to hold a shade meeting.

Mr. Qualls noted he will make a packet for review with everything including some information based on discussions with the District Engineer.

Supv Kramer will provide rain data for the time period.

Supv Berube noted the swing point is the damage to the pipe.

**iv. Proposed Playground on Five Oaks Drive**

Mr. Boyd noted he has received the final survey needed to begin the design project on the playground.

Supv Kramer noted the Board had voted to approve moving forward with the design, permitting and construction of the dog park on the one side of the entry road into the golf maintenance facility. One member recommended putting a playground on the other side. The question is with the cost involved to plan the playground plus the construction is it the Board’s desire to actually have a playground on Five Oaks Drive.

Supv Berube outlined his reasons for suggesting the playground.

Supv Berube MOVED to go forward with the playground on Five Oaks Drive. Motion died for lack of a second.

**v. Status of RV / Board Storage Area**

Mr. Boyd noted this is an update and no action is required. Just about all of the development standards are created that the County wanted to see to retroactively title the parcel.

Supv Kramer inquired if the parking area will be engineered to provide the proper turning radius’ and things in that area.

Mr. Boyd noted they are constrained by that site and do not have a lot of opportunities to make it much better than it is. Without paving it will not be possible to stripe it.

Supv Berube noted the original proposal provided an overview that drawn out to fill the area and how the road would go it.

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Discussion continued on engineering the parking area with it being noted they will address when it gets closer.

Mr. Boyd noted he has not seen an environmental report this year. He reached out to BioTech and they reminded him they are not doing it. Today he spoke with Randy Austin who stated he was only authorized to do it for three years. Ms. Suit has the executed contract and it did authorize five years. He does not know where the breakdown in communication happened, but Mr. Austin agreed to do the next two years however he has a cost issue and cannot honor the price he quoted for the five years.

Supv Kramer inquired if this puts the District in violation.

Mr. Boyd noted Mr. Austin will speak with the water district as he has a good relationship with the reviewer.

The original proposal had years four and five at \$3,500.00 each. This proposal for year four (2020) is \$2,950.00 and year five (2021) at \$4,800.00. It is a total of \$750.00 more than anticipated.

Ms. Suit noted the original called for a Spring and Fall for the fourth year and Spring and Fall for the fifth year.

Supv Kramer noted she will work with Ms. Suit and they will get with Austin Environmental on the previous contract.

**B. District Attorney**

- i. Update on Fusilier Litigation and CDD Irrigation**
- ii. Follow-up Regarding East Lakes Deed of Dedication Parcel J Bern to District**

Mr. Qualls reported Mr. Jerman has been informed the Board accepted the deed of dedication.

- iii. Policies**
  - a. Draft Procurement Procedures**
  - b. Draft Disposal Policy**

Moved to the end of the meeting.

**iv. Follow-up on Termination of Website Maintenance Contract**

Mr. Qualls reported Mr. Farnsworth no longer wants to provide the website maintenance.

Discussion followed on the termination.

**v. Follow-up Discussion of District Counsel Billing District at Flat Fee**

Supv Kramer outlined the flat fee billing.

Supv Kassel noted she would like to table this until the next meeting to see what they have spent on legal fees for the past five years.

On MOTION by Supv Kassel seconded by Supv Kramer, with Supv Kassel, Supv Kramer and Supv Leet voting aye and Supv Berube and Supv Scarborough voting nay, to table the District Counsel discussion of billing the District a flat fee until the January meeting was approved. (3-2)

Supv Kramer noted the information will be provided to the Supervisors concerning the billing for the last four to five years.

**C. Field Manager**

- i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)**
- ii. Facility Use Records (Inclusive – Boats & Other)**
- iii. Resident Submittals (Facebook & Direct)**
- iv. Pond Maintenance (Chart & Map)**
- v. Wetlands Report (Chart & Map)**

Mr. van der Snel noted his reports were in the package and inquired if there were any questions or concerns.

Supv Berube addressed discussions with Mr. Jerman from approximately 16 months ago, concerning the maintenance of Buck Lake from when they entered the co-use agreement. At that time, they thought the maintenance would cost \$1,200.00 per month and has actually stabilized at significantly less than that to about \$600 per month. They had proposed to Mr. Jerman they would split that cost. He was okay with the contract but held back on agreeing to it as he thought the price was high. The last conversation was a couple of months ago and he believes Mr. Jerman is going to be okay with moving forward at \$300 per month for Harmony West, if the Board agrees. The agreement is complete with the exception of the dollar figure, they will then have to bill Harmony West for the period from November 2019 through September 30, 2020 as fiscal year 2020 and begin billing October 1<sup>st</sup> and going forward in this fiscal year.

Supv Kramer noted she would like to hold off on this to quantify the cost properly. Also, there are some problems with the maintenance now with exotic weeds

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coming into the lake. The CDD does not own the lake, Harmony West owns the lake, there is a joint use agreement but before they enter into an agreement giving him a cut-rate price on them doing all the maintenance, she would like them to be sure of what the maintenance costs are; that is my position unless someone has a motion to enter into the agreement.

Supv Scarborough inquired how they determined it.

Supv Berube noted it was 12 hours per month at \$50 an hour.

Discussion continued on the maintenance costs, increased invasives, and the contract wording with Supv Kramer noting she would like to take this up next month so they can look at the contract to see what they are binding themselves to. They will place on the January agenda and get the proper back up materials out.

Supv Kramer noted there are problems in the ponds at Lakeside and Waaterside; there is a lot of algal blooms and floating algal mats.

Mr. van der Snel noted the water cycle is very shallow.

Mr. Boyd noted it is at six feet which is the minimum depth required by water management.

Discussion continued on the ponds with it being noted they may need to do some plantings.

- vi. **Alley Way Proposals**
  - a. **Install Bollards for Prevention of Garbage Truck Tearing up Corners- \$3,200.00**
  - b. **Sawcut and Remove Asphalt, Overlay, Tack and Compact - \$800.00**

Mr. van der Snel noted there are some damages to the alleyways that he suggests will need to be done by a contractor. It is an ongoing problem in these areas. The garbage truck cuts of the corners and rides over destroying the asphalt. There are a couple of areas that need attention; the biggest costs are the bollards that are made of steel with a base block that will not budge if hit.

Supv Kramer inquired if this is some of the work the Board discussed in June of last year.

Mr. van der Snel noted that was smaller patches.

Supv Kramer inquired if those patches have been made.

Mr. van der Snel noted not yet.

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Supv Kramer noted there was another radius identified in the area of the condos.

Mr. van der Snel noted the smaller ones have not been done but the bigger ones they would like to tackle – behind Primrose Villa, and another on Indian Grass.

Supv Kramer inquired if there were multiple quotes.

Mr. van der Snel noted he did not.

Discussion continued on the areas with Supv Berube noting they have added concrete, asphalt, rocks, posts – it has been going on since these areas existed.

Ms. Suit noted it is 8:00 p.m. and there are items to be approved.

Supv Kramer noted since this has been here forever, and they do not have any competing quotes she recommended having a scope of work and seeing if they can get additional quotes for the work.

On MOTION by Supv Berube seconded by Supv Scarborough, with Supv Berube and Supv Scarborough voting aye and Supv Kassel, Supv Kramer and Supv Leet voting nay, motion to approve the alleyways proposals failed. (2-3)

**NINTH ORDER OF BUSINESS**                      **District Manager’s Report**

- A. Financial Statements for November 30, 2020**
- B. Approval of: #248 Invoices, Check Register and Debit Purchases**

Ms. Suit addressed the agendas, agenda package items noting the cutoff for items to be included in the package is ten days in advance.

Supv Kassel recommended Monday at 6:00 p.m. prior to the Thursday agenda package.

Ms. Suit also requested from the Board no less than five days prior to the meeting should something come up that needs to be included.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the #248 invoices, check register and debit purchases were approved. (5-0)

- C. Facilities Usage Applications**
  - i. Farmer’s Market**
  - ii. Food Truck**

No action.



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**TENTH ORDER OF BUSINESS**                      **Old Business**

- A. Discussion and Consideration of Relocating West Entrance Crosswalk**
  - i. Junction of 5 Oaks Drive, Milk Weed and Darksky Drive - \$5,304.00**
  - ii. Demo 200 SF Sidewalk and 20 LF Valley Curb, Form and Pour 20 LF of Type “F” Curb - \$3,300.00**

No action.

**ELEVENTH ORDER OF BUSINESS**                      **New Business**

- A. Discussion and Consideration of Video Recording Meetings**
  - i. Presentation**
  - ii. ADA Compliance Memo**
  - iii. Records Retention Memo**

Supv Leet addressed Mr. Farnsworth wanting out of the website contract noting he has everything he needs to pick up maintenance of website but would ask that Board to approve no more than \$100 for some additional equipment to make the process easier, ancillary computing equipment.

Mr. Qualls inquired to be clear, are you doing this on a voluntary basis.

Supv Leet noted it is the same a Mr. Farnsworth was doing.

Ms. Suit noted the purchase would be best done through Mr. van der Snel on Amazon so there will not be sales tax charged.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, authorizing a not to exceed of \$100 for Supv Leet to purchase ancillary computing equipment for District website maintenance use was approved. (5-0)

Supv Berube noted he sees some things on the website with games and such and might be a bit risky for ADA compliance. It should contain only what is needed for District business with the State minimum. He inquired if Supv Leet can handle a projector during the meeting.

Supv Leet noted it has been brought up and inquired if they own a projector.

Mr. van der Snel noted the church has one they have offered the use of.

- B. Discussion of Maintenance of District Vehicles and Equipment**
- C. Field Services – Services/Workload**

Supv Kramer requested the items they did not get to tonight be placed on next month’s agenda.

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Mr. Qualls noted if those requesting agenda items could submit them in writing it may be helpful in understanding the item and what the Supervisor is looking for.

**TWELFTH ORDER OF BUSINESS**

**Supervisors' Requests**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Supv Berube seconded by Supv Kassel,  
with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Kristen Suit  
Secretary

\_\_\_\_\_  
Teresa Kramer  
Chair

## **Seventh Order of Business**

**7A.**

**7Ai.**



6816 Hanging Moss Rd.  
Orlando, FL 32807  
407-494-2693

# Memorandum

**To:** Harmony CDD Board of Supervisors  
**From:** Steve Boyd, District Engineer  
**Date:** 1/18/2021  
**Re:** Harmony CDD – Engineers Report for January 2021

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A summary of items to be presented and discussed at the January Board Meeting is provided below:

**I. BILLY’S TRAIL:**

1. Dewatering Operations of the adjacent construction have been modified to eliminate discharge to the CDD property. See attached copies of email correspondence.
2. Proposal for Staking of the limits of the CDD tract was included in the December Agenda Package.
3. As an alternate to having the surveyor, CDD staff can measure from the Silt fence of the adjacent construction to get an approximate location of the western boundary.
4. Once the Actual boundary is staked, recommendations for any needed improvements can be finalized.

**II. GARDEN ROAD:**

As requested by the Board, I contacted Florida Gas Transmission to request their input on allowable improvements to the existing road. After several calls, I received a return call on Jan 13<sup>th</sup>, and responded with the attached email. I received a response on Jan 18<sup>th</sup>, that FGT is still reviewing the situation and any recommendations will be forthcoming.

**III. COMPACTION OF STORM PIPE REPAIR:**

I contacted the pipe supplier to discuss the situation and provided them with the compaction report provided by Devo Engineering. Correspondence is attached.

January 18, 2021

**IV: PROPOSED DOG PARK ON FIVE OAKS DRIVE**

At the December 2020 Board Meeting, the Board requested that a dog park plan be prepared but not to proceed with a new playground.

The Draft Dog Park plan is attached for review. A new ¾" water meter and water line will be required for the water and wash station.

**V: STATUS OF RV / BOAT STORAGE AREA**

All documents for the PD Amendment have been updated and provided to RJ Whidden and Associates.

See attached email update from RJ Whidden and Associates.

**VI: AUSTIN ENVIRONMENTAL – CONSERVATION AREA MONITORING REPORT.**

Randy Austin confirmed that he will complete the 2020 and 2021 Environmental Reports.

Copy of email communication and original contract is attached.

**VII: BOYD CIVIL ENGINEERING -HOURLY RATE SCHEDULE**

Boyd Civil Engineering's Hourly Rates Schedule with the Harmony CDD has not changed since 2012. As part of the agenda, I am respectfully requesting the opportunity to discuss an increase moving forward. A copy of the current 2020 rates (no changes proposed for 2021) is included for review and discussion.

**I. BILLY'S TRAIL:**



**Steve Boyd**

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**From:** Scott Tyre <scottjmc@embarqmail.com>  
**Sent:** Monday, January 11, 2021 11:55 AM  
**To:** Steve Boyd; 'Dan Leet'  
**Cc:** 'Denver Marlow'; 'Cary Malever'  
**Subject:** RE: Dewatering Plan - Harmony Track K

Steve / Denver,

We have built up the backside of the Western rim ditch along the CDD property and have taken the Western outfall basin out of service. We have continued the existing rim ditch around to the East side of the project. The water from the rim ditch and dewatering system will exit the site per the original dewatering plan. We are no longer discharging water on the Western side of Track K construction site. Please call me if you have any questions.

## *Scott Tyre*

Project Manager - Estimator  
J. Malever Construction Company, Inc.  
301 Sampey Road  
Groveland, FL 34736

Phone - 352-429-9507

Fax - 352-429-8705

Cell - 407-267-6768

**Email - [scottjmc@embarqmail.com](mailto:scottjmc@embarqmail.com)**

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**From:** Steve Boyd <steve@boydcivil.com>  
**Sent:** Thursday, January 7, 2021 4:44 PM  
**To:** scottjmc@embarqmail.com; Dan Leet <dan@harmonycdd.org>  
**Cc:** Denver Marlow <dmarlow@sunterracommunities.com>  
**Subject:** FW: Dewatering Plan - Harmony Track K

Scott:

I appreciate you being responsive in this matter.

The "rim ditch" shown on the field modification version of the plan appears to be being used as a settling / infiltration basin accepting the discharge from the pumps.

The issue is that on the west side of the site, this is causing the ground on the CDD property to the west to be saturated and impassible. This rim ditch and discharge to the CDD property is not shown on the original design dewatering plan.

Can you change your discharge to discharge to the east side of the site, and block off / discontinue use of the western trench. If you are using sock pipe or well points, you should be able to discharge directly to the upland tracts K-600 and K-700 on the east side of the project without need for a settling basin.

If the trench is being provided to avoid drawdown of the adjacent wetland, this is not a concern due to the short duration.

The outfall that is shown in the attached photo needs to be removed and placed on the east side of the project where it will not impact the CDD property.

Your engineer may have a different solution, but the operations in the field need to be adjusted so that the CDD tract is not being impacted by the dewatering discharge.

Thanks,  
Steve



Steven N. Boyd, P.E.

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**From:** [scottjmc@embarqmail.com](mailto:scottjmc@embarqmail.com) <[scottjmc@embarqmail.com](mailto:scottjmc@embarqmail.com)>  
**Sent:** Thursday, January 7, 2021 4:21 PM  
**To:** Steve Boyd <[steve@boydcivil.com](mailto:steve@boydcivil.com)>  
**Cc:** [robertsoileau@gmail.com](mailto:robertsoileau@gmail.com); 'Denver Marlow' <[dmarlow@sunterracommunities.com](mailto:dmarlow@sunterracommunities.com)>; [carymaleverjmc@embarqmail.com](mailto:carymaleverjmc@embarqmail.com)  
**Subject:** Dewatering Plan - Harmony Track K

Steve,

Here is the dewatering plan designed by Universal Engineering and a marked up set with the field modifications that are currently constructed. The modifications were based on field conditions and the volume of water that must be handled to construct the sanitary system and the retention ponds.

Please give me a call to discuss the site and any other questions.

*Scott Tyre*

Project Manager - Estimator  
J. Malever Construction Company, Inc.  
301 Sampey Road  
Groveland, FL 34736

Phone - 352-429-9507

Fax - 352-429-8705

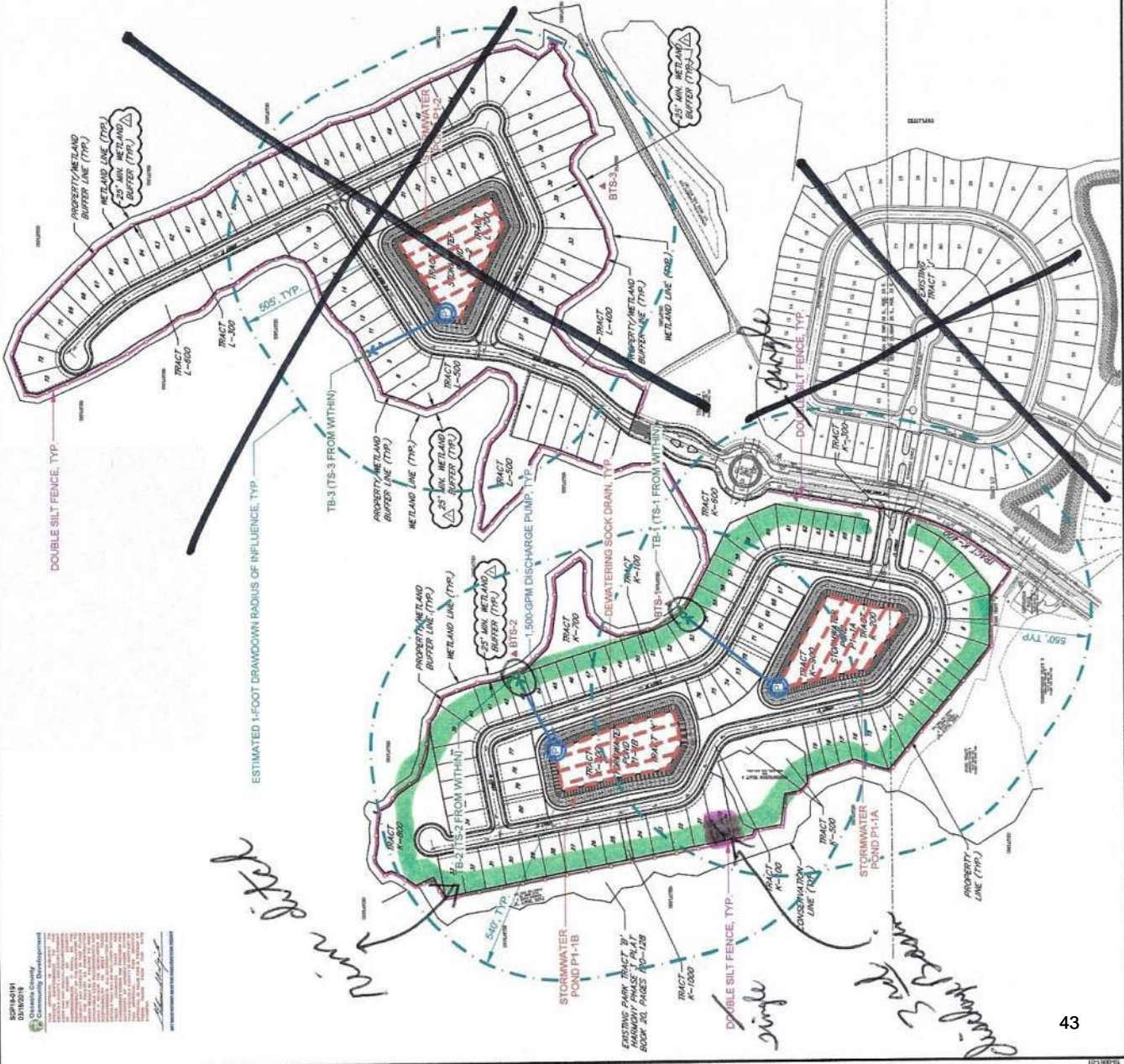
Cell - 407-267-6768

Email - [scottjmc@embarqmail.com](mailto:scottjmc@embarqmail.com)

*current design*



UNIVERSITY TITLE Timothy D. Triebel, P.E. Printed copies of this document are available for consideration at <a href="http://www.fdot.com">www.fdot.com</a> or <a href="http://www.fdot.com/consideration">www.fdot.com/consideration</a> 2019.02.15 10:25:13 -0500		DATE: 2-12-19	
UNIVERSAL ENGINEERING SERVICES CORPORATION APPROVED FOR THE UNIVERSITY		DATE: 2-12-19	
UNIVERSITY PROJECT NO. 151712		DATE: 2-12-19	
UNIVERSITY PROJECT NAME: SUN TERRA		DATE: 2-12-19	
UNIVERSITY PROJECT LOCATION: HARMONY TRACTS 'K' & 'L', PONDS P1-1A, P1-1B & P1-2, OSCEOLA COUNTY, FLORIDA		DATE: 2-12-19	
UNIVERSITY PROJECT DESCRIPTION: SFMMD STANDARD INDIVIDUAL WATER USE PERMIT DEWATERING OPERATIONS PLAN		DATE: 2-12-19	
UNIVERSITY PROJECT NUMBER: 151712		DATE: 2-12-19	



**POND CONSTRUCTION SEQUENCE**

- STEP 1:** INSTALL DOUBLE SILT FENCE AS SHOWN. CONSTRUCT TREATMENT BASINS/SPREADER SWALES TB-1 THROUGH TB-3. OBTAIN TURBIDITY SAMPLES TS-1 THROUGH TS-3 FROM WITHIN TREATMENT BASINS. OBTAIN BACKGROUND TURBIDITY SAMPLES BTS-1 THROUGH BTS-3.
- STEP 2:** EXCAVATE AND DEWATER POND P1-1A TO WATER TABLE USING DEWATERING SOCK DRAINS. DISCHARGE TO TB-1. THEN TO SPREADER SWALE. THE TURBIDITY OF WATER DISCHARGED TO THE SPREADER SWALE SHALL NOT EXCEED 25 NTU ABOVE THE BACKGROUND LEVEL AT BTS-1. USE ALUM OR FLOC LOGS TO CONTROL TURBIDITY.
- STEP 3:** EXCAVATE AND DEWATER POND P1-1B TO WATER TABLE USING DEWATERING SOCK DRAINS. DISCHARGE TO TB-2. THEN TO SPREADER SWALE. THE TURBIDITY OF WATER DISCHARGED TO THE SPREADER SWALE SHALL NOT EXCEED 25 NTU ABOVE THE BACKGROUND LEVEL AT BTS-2. USE ALUM OR FLOC LOGS TO CONTROL TURBIDITY.
- STEP 4:** EXCAVATE AND DEWATER POND P1-2 TO WATER TABLE USING DEWATERING SOCK DRAINS. DISCHARGE TO TB-3. THEN TO SPREADER SWALE. THE TURBIDITY OF WATER DISCHARGED TO THE SPREADER SWALE SHALL NOT EXCEED 25 NTU ABOVE THE BACKGROUND LEVEL AT BTS-3. USE ALUM OR FLOC LOGS TO CONTROL TURBIDITY.
- STEP 5:** ONCE ALL PONDS HAVE BEEN COMPLETED, REMOVE OR REGRADE TREATMENT BASINS/SPREADER SWALES.
- STEP 6:** ONCE ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED, REMOVE DOUBLE SILT FENCES.

*NOTE: DEWATERING ACTIVITIES SHALL CEASE OPERATIONS DURING HEAVY STORM EVENTS (INTENSITY GREATER THAN 2-INCHES PER HOUR).*

THIS PLAN BASED ON DRAWINGS PROVIDED BY ASKEY HUGHES, INC., ST. CLOUD, FL.

SP15-14319  
03/18/2019  
Community Development

EXISTING PARK TRACT BY HARMONY TRACTS 'K' & 'L' BOOK 20, PAGES 80-128

**II. GARDEN ROAD:**

**Steve Boyd**

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**From:** Steve Boyd  
**Sent:** Wednesday, January 13, 2021 2:59 PM  
**To:** Amy.Powell@energytransfer.com  
**Subject:** FGT Easement - Harmony, Florida  
**Attachments:** Google Earth - Harmony Garden and Boat - RV Storage Yard.kmz; Parcel and Easement Boundaries Image.pdf

Good Afternoon Amy:

Thanks for returning my call this afternoon.

As we discussed, there is an existing unpaved road running through a portion of the FGT easement at Harmony that is the only access to a Harmony Community Development District Tract.

The Tract includes a community garden, RV / Boat storage Area and a small yard being used for landscape maintenance staging.

I have included a Google Earth KMZ file that shows the area and a marked up image from the Osceola County property appraiser website that shows the easement in relation to the parcels.

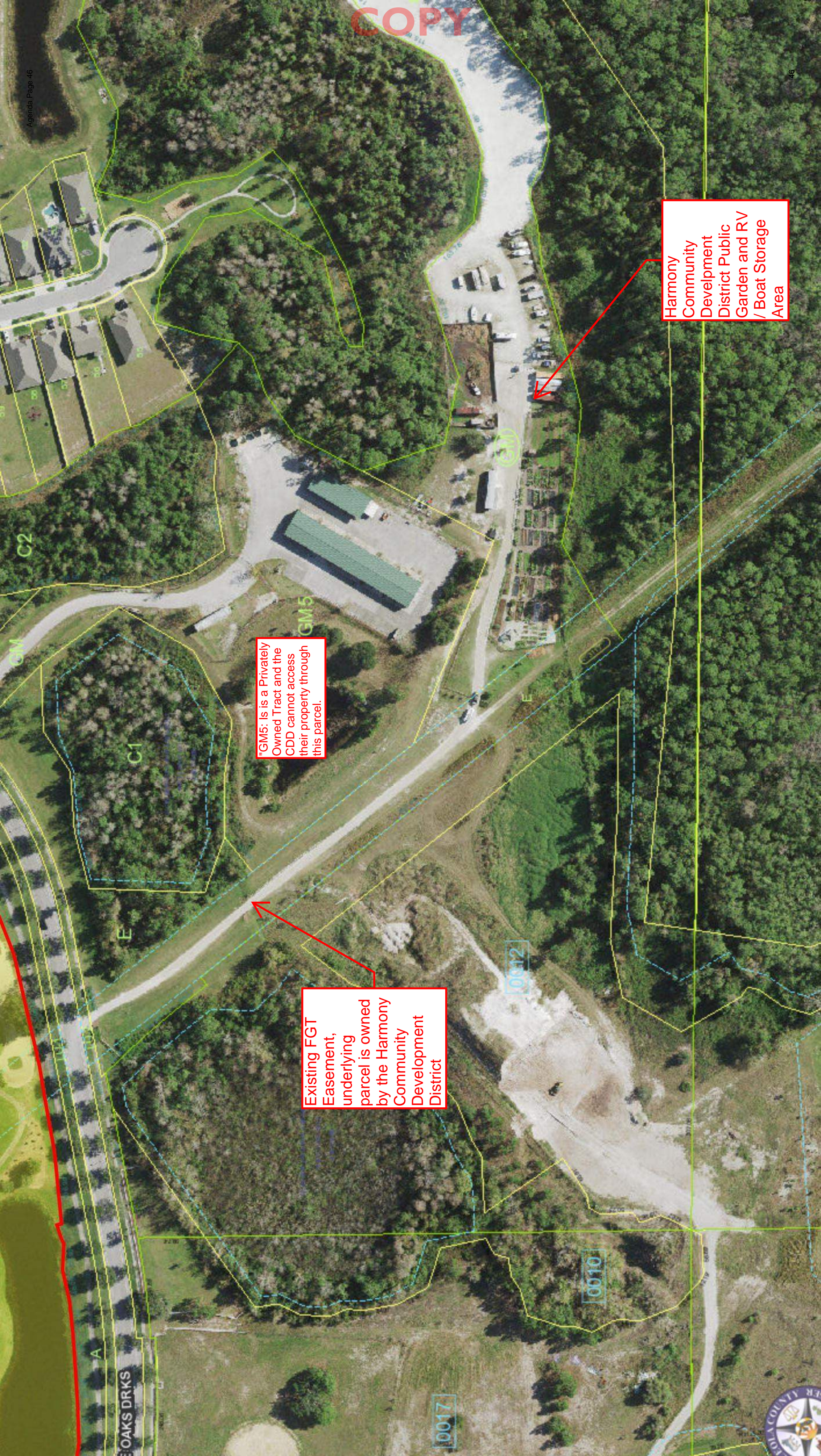
I am requesting your review of the current status, and wish to discuss any options for possibly improving the current condition.

Thank you,  
Steve



Steven N. Boyd, P.E.  
6816 Hanging Moss Rd.  
Orlando, FL 32807  
407-494-2693





"GM5: Is a Privately Owned Tract and the CDD cannot access their property through this parcel."

Existing FGT Easement, underlying parcel is owned by the Harmony Community Development District

Harmony Community Development District Public Garden and RV / Boat Storage Area

OAKS DRKS





**III. COMPACTION OF STORM PIPE REPAIR:**

## Steve Boyd

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**From:** Cate Thompson <Cate.Thompson@ads-pipe.com>  
**Sent:** Friday, January 15, 2021 12:26 PM  
**To:** Steve Boyd  
**Subject:** RE: Repair / Replacement of and Existing 48" ADS HDPE Pipe at Harmony Florida- (Harmony CDD)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Steve,

Without seeing the pipe & what the level of deflection that the pipe is in it makes it difficult to advise how to handle the situation. But based of the information provided I hope the facts provided below help to lend some guidance. My biggest concern with the lack of compaction (the worst case scenario) is the pipe deflecting to the point where an opening is exposed so soil can then migrate into the pipe. This would slowly erode away at the backfill causing the pipe to deflect to a point where it could eventually fail. If this happened, it would be able to be identified by "dips" observed at the ground surface level around the drainage structure.

A few important points to mention...

- The majority of deflection occurs within the first 30 days of installation for thermoplastic pipe in sandy soils (this is due to the consolidation of the backfill material)
- Since this pipe was installed back in September there is a good chance the weight of the fill over the pipe would have already helped to consolidate the backfill around the pipe and fill any voids that were present due to lack of compaction
- The structural pipe envelope is from the bottom to the top of the pipe so the loose compacted fill above the pipe to the surface should not impact the pipe

A few follow up questions...

- How was the newly installed pipe connected to the existing pipe? (concrete collar/marmac coupler/etc)
- are the connections between the new pipe + structure & new pipe + existing pipe wrapped with filter fabric?
- I understand the pipe is under the GWT but is the pipe ever running dry & is there a way to get a camera into the pipe?

If you are able to access the pipe, a possible internal repair could be to use Avanti chemical grout around the connections in question. This would ensure no infiltration or soil migration was able to occur at those critical points.

I hope this information helps!

**Cate Thompson**  
Regional Engineer – North Florida  
[cate.thompson@ads-pipe.com](mailto:cate.thompson@ads-pipe.com)  
(561) 221-9007



[adspipe.com](http://adspipe.com)





**From:** Steve Boyd <steve@boydcivil.com>  
**Sent:** Tuesday, January 12, 2021 12:00 PM  
**To:** Cate Thompson <Cate.Thompson@ads-pipe.com>  
**Subject:** Repair / Replacement of and Existing 48" ADS HDPE Pipe at Harmony Florida- (Harmony CDD)

**CAUTION:**This email originated outside of ADS. Be cautious when opening any links or documents. If you have questions, contact [ITSecurity@ads-pipe.com](mailto:ITSecurity@ads-pipe.com).

Cate:

Thanks for taking the time to speak with me yesterday.

To recap, there was an existing 48" pipe that was replaced by a contractor last Sept. They replaced the section of pipe, but did not properly compact the backfill when completing the project.

The section of pipe is on a golf course , not under pavement.

The pipe is deep with the top being 12 ft. below grade, groundwater is 3' below grade, so the pipe is fully submerged at all times.

The concern is whether the uncompacted backfill will lead to any deformation and joint failure.

We are looking for ADS opinion on the situation as we evaluate our options with the situation and the contractor that performed the work.

The in place density test shows that at 9 ft. the compaction is "firm" but "loose" from the surface to 9 ft.

I greatly appreciate your thoughts about the situation.

Thank you,  
Steve



Steven N. Boyd, P.E.  
6816 Hanging Moss Rd.  
Orlando, FL 32807  
407-494-2693

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# TECHNICAL NOTE

Minimum and Maximum Cover Heights for HP Storm Pipe for Storm Drainage

TN 2.04  
March 2018

## Introduction

The information in this document is designed to provide answers to general cover height questions; the data provided is not intended to be used for project design. The design procedure described in the *Structures* section (Section 2) of the Drainage Handbook provides detailed information for analyzing most common installation conditions. This procedure should be utilized for project specific designs.

The two common cover height concerns are minimum cover in areas exposed to vehicular traffic and maximum cover heights. Either may be considered "worst case" scenario from a loading perspective, depending on the project conditions.

## Minimum Cover in Traffic Applications

Pipe diameters from 12- through 48-inch (300-1200 mm) installed in traffic areas (AASHTO H-20, H-25, or HL-93 loads) must have at least one foot (0.3m) of cover over the pipe crown, while 60-inch (1500 mm) pipes must have at least 24 inches (0.6m) of cover. The backfill envelope must be constructed in accordance with the *Installation* section (Section 5) of the Drainage Handbook and the requirements of ASTM D2321. The backfill envelope must be of the type and compaction listed in Appendix A-5, Table A-5-2 of the Drainage Handbook. In Table 1 below, this condition is represented by a Class III material compacted to 95% standard Proctor density or a Class II material compacted to 90% standard proctor density, although other material can provide similar strength at slightly lower levels of compaction. Structural backfill material should extend to the crown of the pipe; the remaining cover should be appropriate for the installation and as specified by the design engineer. If settlement or rutting is a concern, it may be appropriate to extend the structural backfill to grade. Where pavement is involved, sub-base material can be considered in the minimum burial depth. While rigid pavements can be included in the minimum cover, the thickness of flexible pavements should not be included in the minimum cover.

Additional information that may affect the cover requirements is included in the *Installation* section (Section 5) of the Drainage Handbook. Some examples of what may need to be considered are temporary heavy equipment, construction loading , paving equipment and similar loads that are less than the design load, the potential of pipe flotation, and the type of surface treatment which will be installed over the pipe zone.

**Table 1**  
**Minimum Cover Requirements for ADS HP Storm with AASHTO H-25, H-20, or HL-93 Load**

Inside Diameter, ID, in.(mm)	Minimum Cover ft. (m)	Inside Diameter, ID, in.(mm)	Minimum Cover ft. (m)
12 (300)	1 (0.3)	36 (900)	1 (0.3)
15 (375)	1 (0.3)	42 (1050)	1 (0.3)
18 (450)	1 (0.3)	48 (1200)	1 (0.3)
24 (600)	1 (0.3)	60 (1500)	2 (0.6)
30 (750)	1 (0.3)		

**Notes:**

1. Minimum covers presented here were calculated assuming Class III backfill material compacted to 95% standard Proctor density or Class II backfill material compacted to 90% standard Proctor density around the pipe, as recommended in Section 5 of the Drainage Handbook, with an additional layer of compacted traffic lane sub-base for a total cover as required. In shallow traffic installations, especially where pavement is involved, a good quality compacted material to grade is required to prevent surface settlement and rutting.
2. The minimum covers specified do not include pavement thickness. A pavement section of 0.4' is typical.
3. Backfill materials and compaction levels not shown in the table may also be acceptable. Contact ADS for further detail.
4. Calculations assume no hydrostatic pressure and native soils that are as strong as the specified minimum backfill recommendations.



## Maximum Cover

Wall thrust generally governs the maximum cover a pipe can withstand and conservative maximum cover heights will result when using the information presented in the *Structures* section (Section 2) of the Drainage Handbook. Table 2 below shows the material properties consistent with the expected performance characteristics for HP Storm materials for a 100-year design life.

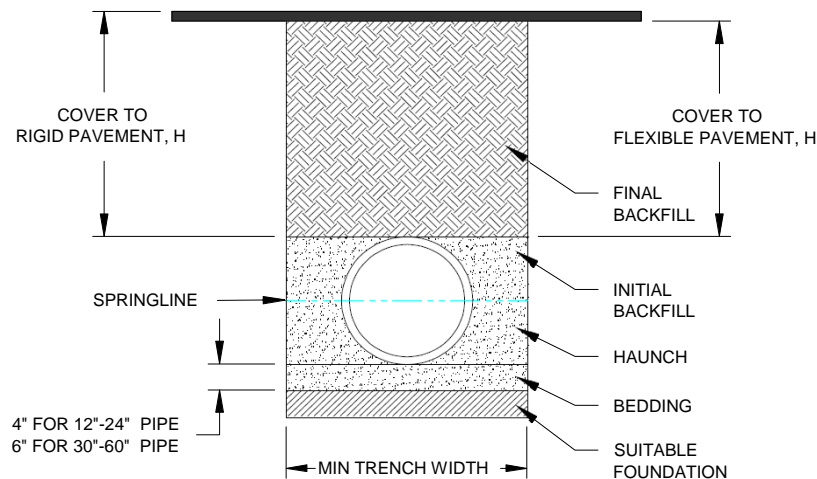
The maximum burial depth is highly influenced by the type of backfill and level of compaction around the pipe. General maximum cover limits for ADS HP Storm use in storm drainage applications are shown in Tables 3 for a variety of backfill conditions.

Table 3 was developed assuming pipe is installed in accordance with ASTM D2321 and the *Installation* section (Section 5) of the Drainage handbook. Additionally, the calculations assume no hydrostatic load around the pipe, incorporate the maximum conservative AASHTO LRFD design factors represented in *Structures* section of the Drainage Handbook, use material properties consistent with the expected performance characteristics for HP Storm materials, as shown in Table 2, and assume the native (in-situ) soil is of adequate strength and suitable for installation. For applications requiring fill heights greater than those shown in Table 3 or where hydrostatic pressure due to groundwater is expected, contact an ADS Engineer.

**Table 2  
ADS HP Storm Mechanical Properties**

Resin	ASTM Specification	Allowable Long Term Strain %	Initial		75-Year	
			Fu (psi)	E (psi)	Fu (psi)	E (psi)
Polypropylene, Impact-modified copolymer	ASTM F2881	3.7	3,500	175,000	1,000	28,000

**Figure 1  
ADS HP Storm Pipe Trench Detail with Uniform Backfill  
(Traffic and Non-Traffic Applications)**





**Table 3**  
**Maximum Cover for ADS HP Storm Pipe with Uniform Backfill, ft (m)**

Diameter in (mm)	Class 1		Class 2			Class 3		Class 4
	Compacted	Dumped	95%	90%	85% <sup>3</sup>	95%	90% <sup>3</sup>	95% <sup>3</sup>
12 (300)	41 (12.5)	21 (6.4)	28 (8.5)	21 (6.4)	16 (4.9)	20 (6.1)	16 (4.9)	16 (4.9)
15 (375)	42 (12.8)	21 (6.4)	29 (8.8)	21 (6.4)	16 (4.9)	21 (6.4)	16 (4.9)	16 (4.9)
18 (450)	44 (13.4)	21 (6.4)	30 (9.1)	21 (6.4)	16 (4.9)	22 (6.7)	17 (5.2)	16 (4.9)
24 (600)	37 (11.3)	18 (5.5)	26 (7.9)	18 (5.5)	14 (4.3)	19 (5.8)	14 (4.3)	14 (4.3)
30 (750)	39 (11.9)	19 (5.8)	27 (8.2)	19 (5.8)	14 (4.3)	19 (5.8)	15 (4.6)	14 (4.3)
36 (900)	28 (8.5)	14 (4.3)	20 (6.1)	14 (4.3)	10 (3.0)	14 (4.3)	11 (3.4)	10 (3.0)
42 (1050)	30 (9.1)	14 (4.3)	21 (6.4)	14 (4.3)	10 (3.0)	15 (4.6)	11 (3.4)	10 (3.0)
48 (1200)	29 (8.8)	14 (4.3)	20 (6.1)	14 (4.3)	9 (2.7)	14 (4.3)	10 (3.0)	10 (3.0)
60 (1500)	29 (8.8)	14 (4.3)	20 (6.1)	14 (4.3)	9 (2.7)	14 (4.3)	10 (3.0)	9 (2.7)

**Notes:**

1. Results based on calculations shown in the Structures section of the ADS Drainage Handbook (v20.7). Calculations assume no hydrostatic pressure and a density of 120 pcf (1926 kg/m<sup>3</sup>) for overburden material.
2. Installation assumed to be in accordance with ASTM D2321 and the Installation section of the Drainage Handbook.
3. For installations using lower quality backfill materials or lower compaction efforts, pipe deflection may exceed the 5% design limit; however controlled deflection may not be a structurally limiting factor for the pipe. For installation where deflection is critical, pipe placement techniques or periodic deflection measurements may be required to ensure satisfactory pipe installation.
4. Backfill materials and compaction levels not shown in the table may also be acceptable. Contact ADS for further detail.
5. Material must be adequately "knifed" into haunch and in between corrugations. Compaction and backfill material is assumed uniform throughout entire backfill zone.
6. Compaction levels shown are for standard Proctor density.
7. For projects where cover exceeds the maximum values listed above, contact ADS for specific design considerations.
8. See ADS Standard Detail STD-101D for additional details.

## CLASSES OF EMBEDMENT AND BACKFILL MATERIALS

ASTM D2321 (1) (CSA B182.11) CLASS DESCRIPTION	ASTM D2487 NOTATION	ASTM D2487 DESCRIPTION	AASHTO M43 NOTATION	ASHTO M145 NOTATION	BNQ 2560	ASTM D2321 (1) (CSA B182.11)											
						PERCENTAGE PASSING SIEVE SIZES				ATTERBERG LIMITS		COEFFICIENTS					
						1 1/2 IN. (40mm)	3/8" (9.5mm)	No. 4 (4.75mm)	NO. 200 (0.075mm)	LL	PI	Cu	Cc				
I (2)	CRUSHED ROCK, ANGULAR 3	N/A	ANGULAR CRUSHED STONE OR ROCK, CRUSHED GRAVEL, CRUSHED SLAG; LARGE VOIDS WITH LITTLE OR NO FINES	5, 56, 57 (4) 6, 67 (4)	N/A		100%	<25%	<15%	<12%	NON PLASTIC		N/A				
II	CLEAN, COARSE-GRAINED SOILS	GW	WELL-GRADED GRAVEL, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	5, 6	A1, A3	CG-14, MG-20	100%			<50% of "COARSE FRACTION"	<5%	NON PLASTIC	>4	1 to 3			
		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES; LITTLE OR NO FINES	56, 57, 67									4	<1 or >3			
		SW	WELL-GRADED SANDS, GRAVELLY SANDS; LITTLE OR NO FINES										>6	1 to 3			
		SP 4	POORLY-GRADED SANDS, GRAVELLY SAND; LITTLE OR NO FINES										<6	<1 or >3			
	COARSE-GRAINED SOILS, BORDERLINE CLEAN TO W/FINES	GW-GC, SP-SM	SANDS AND GRAVELS WHICH ARE BORDERLINE BETWEEN CLEAN AND WITH FINES	N/A			100%		VARIABLE	5% TO 12%	NON PLASTIC	SAME AS FOR GW, GP, SW AND SP					
III	COURSE-GRAINED SOILS WITH FINES	GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES	GRAVEL & SAND WITH <10% FINES	A-2-4, A-2-5, A-2-6, OR A-4 OR A-6 SOILS WITH MORE THAN 30% RETAINED ON #200 SIEVE	100%			<50% of "COARSE FRACTION"	12% TO 50%	N/A	<4 OR <"A" LINE	N/A				
		GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES									<7 & >"A" LINE					
		SM	SILTY SANDS, SAND-CLAY MIXTURES									>4 OR <"A" LINE					
		SC	CLAYEY SANDS, SAND-CLAY MIXTURES									>7 & >"A" LINE					
	INORGANIC FINE-GRAINED SOILS	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS, SILTS WITH SLIGHT PLASTICITY											100%	> 30% (RETAINED)	<50	<4 OR <"A" LINE
		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY; GRAVELLY, SANDY, OR SILTY CLAYS; LEAN CLAYS											100%	> 30% (RETAINED)	<50	>7 & >"A" LINE
IV (6)	INORGANICS FINE-GRAINED SOILS	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS, SILTS WITH SLIGHT PLASTICITY	N/A	A-2-7 OR A-4 OR A-6 SOILS WITH 30% OR LESS RETAINED ON #200 SIEVE	100%		100%	< 30% (Retained)	<50	<4 or <"A" LINE	N/A					
		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY; GRAVELLY, SANDY, OR SILTY CLAYS; LEAN CLAYS	N/A		100%		100%	>50%	>50	<"A" LINE	N/A					
V (7)	INORGANIC FINE-GRAINED SOILS	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS	N/A	A5, A7	100%		100%	>50%	>50	<"A" LINE	N/A					
		CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	N/A							>"A" LINE						
	ORGANIC SOILS OR HIGHLY ORGANIC SOILS	OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	N/A							<50		<4 OR <"A" LINE				
		OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	N/A							>50		<"A" LINE				
		PT	PEAT AND OTHER HIGH ORGANIC SOILS	N/A													

- NOTES:
- REFER TO ASTM D2321 / CSA B182.11 / BNQ 2560 FOR MORE COMPLETE SOIL DESCRIPTIONS.
  - CLASS I MATERIALS ALLOW FOR A BROADER RANGE OF FINES THAN PREVIOUS VERSIONS OF D2321 / B182.11. WHEN SPECIFYING CLASS I MATERIAL FOR INFILTRATION SYSTEMS, THE ENGINEERING SHALL INCLUDE A REQUIREMENT FOR AN ACCEPTABLE LEVEL OF FINES.
  - ALL PARTICLE FACES SHALL BE FRACTURED.
  - ASSUMES LESS THAN 25% PASSES THE 3/8" SIEVE.
  - CLASS IV MATERIALS REQUIRE A GEOTECHNICAL EVALUATION PRIOR TO USE AND SHOULD ONLY BE USED AS BACKFILL UNDER THE GUIDANCE OF A QUALIFIED ENGINEER.
  - UNIFORM FINE SANDS (SP) WITH MORE THAN 50% PASSING A 100 SIEVE BEHAVE LIKE SILTS AND SHOULD BE TREATED AS CLASS III SOILS IF ALLOWED.
  - CLASS V MATERIALS SHALL NOT BE PERMITTED AS BEDDING AND BACKFILL MATERIAL.

© 2016 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

2	REV. DRAWING NAME OR NUMBER	TJR	01/28/16	
REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D

**CLASSES OF EMBEDMENT AND  
AND BACKFILL MATERIALS**

DRAWING NUMBER: STD-109

4640 TRUEMAN BLVD  
HILLIARD, OHIO 43026

ADVANCED DRAINAGE SYSTEMS, INC.

CHECK BY	TJR
DATE	06/01/15
SCALE	
SHEET NO.	NTS
TOTAL SHEETS	1 OF 1





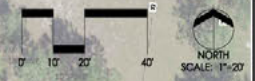




**IV: PROPOSED DOG PARK ON FIVE OAKS DRIVE**



COPY



**BOYD CIVIL**  
ENGINEERING  
6816 Hanging Moss Road  
Orlando, Florida 32827  
Phone: 407.407.1997  
Certificate of Auth. 27991



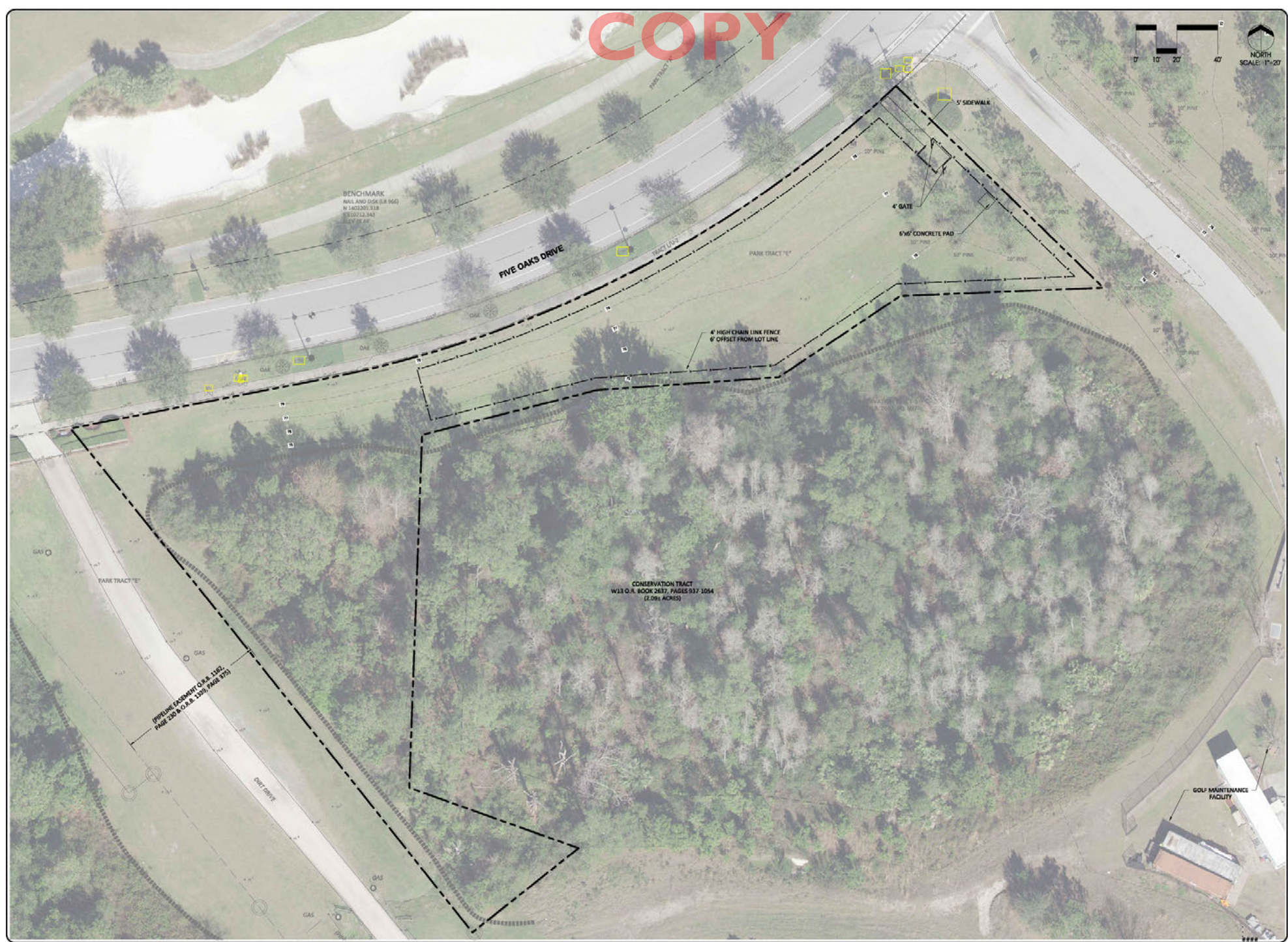
Rev.	Date	Description	Chk By

**HARMONY CDD**  
OSCEOLA COUNTY, FLORIDA  
PREPARED FOR: HARBORPORT CDD

**PROPOSED DOG PARK**

Date: 1/15/2021  
Scale: AS SHOWN  
Project No.: 1009.000  
Drawn by: RAP  
Designed by: RAP  
Checked by: SNB

SHEET NO.  
**1.00**



BENCHMARK  
NAIL AND DISK (I.R. 966)  
N 5423200.318  
E 1020212.343  
LEV. 98.47

CONSERVATION TRACT  
W13 O.A. BOOK 2637, PAGES 937-1054  
(1.29% ADIC)

UPPER CASEMENT C.S.A. 1361,  
PAGE 220 O.A.B. 1361, PAGE 970

GOLF MAINTENANCE FACILITY

**V: STATUS OF RV / BOAT STORAGE AREA**



**Steve Boyd**

---

**From:** John Adams <john@rjwa.net>  
**Sent:** Wednesday, January 13, 2021 11:51 AM  
**To:** Steve Boyd  
**Cc:** spberube; Kristin Salisbury; Robert Whidden  
**Subject:** RE: Site Plan for Harmony PD Amendment

Steve,

I do not yet have a specific schedule for the PD Amendment approval. I can only “guestimate” that the PD Amendment should be administratively approved by the county within a month.

I will forward any further comments and all correspondence as soon as received from the county.

*John F. Adams*



*O: 407.846.1880 | C: 321-624-2473 | [john@rjwa.net](mailto:john@rjwa.net)  
316 Church St., Kissimmee, FL. 34741*

*Any attached plans are preliminary concepts only and not intended to be engineered plans. As such they are subject to modification pending environmental, engineering, design, agency review and permit considerations.*

*Attached documents and their contents are the property of Rj WHIDDEN and ASSOCIATES, INC. and are issued only for the specific project noted on these drawings. Any reproductions, revisions or modifications of these documents without the expressed written consent of Rj WHIDDEN and ASSOCIATES, INC. is prohibited by law.*

Regards,

---

**From:** Steve Boyd <steve@boydcivil.com>  
**Sent:** Tuesday, January 12, 2021 12:06 PM  
**To:** John Adams <john@rjwa.net>  
**Cc:** spberube <spberube@earthlink.net>; Kristin Salisbury <Kristin@rjwa.net>; Robert Whidden <bob@rjwa.net>  
**Subject:** RE: Site Plan for Harmony PD Amendment

John:

I’m checking in regarding the status of the PD amendment, I need to submit an update to the CDD on the status of the amended application.

Can you let me know sometime before the end of the day Thursday?

Thanks,  
Steve



Steven N. Boyd, P.E.

**From:** Steve Boyd  
**Sent:** Tuesday, December 22, 2020 11:15 AM  
**To:** 'John Adams' <[john@rjwa.net](mailto:john@rjwa.net)>  
**Cc:** spberube <[spberube@earthlink.net](mailto:spberube@earthlink.net)>; Kristin Salisbury <[Kristin@rjwa.net](mailto:Kristin@rjwa.net)>; Robert Whidden <[bob@rjwa.net](mailto:bob@rjwa.net)>  
**Subject:** RE: Site Plan for Harmony PD Amendment

John:

See updated Development Standards table and our Plan.

A specific site plan showing the future modular building on Tract GM-6 will be provided with the required follow up SDP.

If we need to have a specific site plan with the PD amendment then we will need to have a meeting (virtual or in person) with you Steve Berube and I to work out what to show on the PD. I really don't want to have to revise a PD a modular building needs to be moved in the future. It seems that the development standards should be sufficient.

Thanks,  
Steve



Steven N. Boyd, P.E.

**From:** John Adams <[john@rjwa.net](mailto:john@rjwa.net)>  
**Sent:** Thursday, December 17, 2020 7:33 AM  
**To:** Steve Boyd <[steve@boydcivil.com](mailto:steve@boydcivil.com)>  
**Cc:** spberube <[spberube@earthlink.net](mailto:spberube@earthlink.net)>; Kristin Salisbury <[Kristin@rjwa.net](mailto:Kristin@rjwa.net)>; Robert Whidden <[bob@rjwa.net](mailto:bob@rjwa.net)>  
**Subject:** RE: Site Plan for Harmony PD Amendment

Steve,

I'm a little confused. You state below that you want to propose a maximum 15' height limitation within the storage area but your Development Standards Table attached to the previous email states 12'. Have you discussed this with Steve Berube? He met with Amy Templeton on site and I believe the height issue was discussed. We need to be consistent with what Steve and Amy discussed and agreed to at the site visit.

Additionally, Note 1 on your Development Standard Table states; "No permanent Structures are permitted." Is there going to be a mobile home/trailer located on the site for a maintenance office as was previously discussed? If so, then this structure will need to be addressed with regards to size, setbacks, height and hours of operation. If not, please advise.

**VI: AUSTIN ENVIRONMENTAL – CONSERVATION AREA  
MONITORING REPORT.**

**Steve Boyd**

---

**From:** randy@austinec.com  
**Sent:** Wednesday, December 23, 2020 4:04 PM  
**To:** Steve Boyd  
**Cc:** 'Suit, Kristen'; 'Tim Qualls'; 'Teresa Kramer'  
**Subject:** RE: Austin Environmental - Harmony CDD Envr Monitoring

Steve, I already spoke with Sandra Voors (SFWMD Compliance) and she is good with doing a January monitoring event to cover all of 2020, followed by spring and fall monitoring in 2021 with a final report following the fall event.

Randy L. Austin, M.S., President  
Austin Environmental Consultants, Inc.  
316 Church Street  
Kissimmee, FL 34741  
(407) 935-0535  
[randy@austinec.com](mailto:randy@austinec.com)

---

**From:** Steve Boyd <steve@boydcivil.com>  
**Sent:** Wednesday, December 23, 2020 3:23 PM  
**To:** randy@austinec.com  
**Cc:** Suit, Kristen <kristen.suit@inframark.com>; Tim Qualls <tqualls@yvlaw.net>; Teresa Kramer <teresa@harmonyccd.org>  
**Subject:** RE: Austin Environmental - Harmony CDD Envr Monitoring  
**Importance:** High

Randy:

I need to speak with you again about this work and contract.

Please see the email below that you sent on Oct 31<sup>st</sup> 2019 and the two attached documents.

The first attachment is the proposal as was sent by you which was approved and signed by the CDD.  
The second is the CDD contract that followed that you signed and returned.

The scope of fee of both of these documents is the same.

I understand that you say you did not receive a copy of the signed CDD contract back, if so that was an simple oversight, but we all understood that your proposal had been approved based on our communication and the fact that you proceeded with the work.

By your email on Oct 31 2019 we understood that your work would continue through 2021.

Harmony wants to follow up with SFWMD staff to let them know the circumstances and that we are working to get the monitoring and reporting caught up.

I will call you to discuss in more detail. If I miss you please call me back on my cell at 407-230-5032;

Thank you,  
Steve



Steven N. Boyd, P.E.

**From:** Steve Boyd <[steve@boydcivil.com](mailto:steve@boydcivil.com)>  
**Sent:** Thursday, October 31, 2019 9:53 AM  
**To:** Suit, Kristen <[kristen.suit@inframark.com](mailto:kristen.suit@inframark.com)>  
**Cc:** Steve Berube <[spberube@earthlink.net](mailto:spberube@earthlink.net)>; [tqualls@yvlaw.net](mailto:tqualls@yvlaw.net)  
**Subject:** FW: Harmony Annual Wetland Monitoring

Kristen:

See update from Randy Austin below on the status of his on-going wetland / conservation area monitoring reports.

Thanks,  
Steve



Steven N. Boyd, P.E.  
6816 Hanging Moss Rd.  
Orlando, FL 32807  
407-494-2693

**From:** [randy@austinec.com](mailto:randy@austinec.com) <[randy@austinec.com](mailto:randy@austinec.com)>  
**Sent:** Thursday, October 31, 2019 9:51 AM  
**To:** Steve Boyd <[steve@boydcivil.com](mailto:steve@boydcivil.com)>  
**Cc:** [jason@austinec.com](mailto:jason@austinec.com)  
**Subject:** Harmony Annual Wetland Monitoring

Steve, I am contracted to conduct monitoring in fall 2019, spring/fall 2020, and spring/fall 2021. I'm leaving town tomorrow for a long weekend and will coordinate upon my return next week on getting out to conduct the fall monitoring event.

Randy L. Austin, M.S., President  
Austin Environmental Consultants, Inc.  
316 Church Street  
Kissimmee, FL 34741  
(407) 935-0535  
[randy@austinec.com](mailto:randy@austinec.com)



March 19, 2019





Following the field review, AEC will prepare a report documenting the results of the annual monitoring event. The report will include:

- Date and time of sampling measurements
- Aerial photograph with conservation area boundaries
- Map of transects and monitoring stations
- Map of the extent of exotic/nuisance plant infestations, if any
- Monitoring photographs
- Documentation of compliance/noncompliance with SFWMD compliance criteria

Reports will be compiled in October of every year (i.e. 2019, 2020, and 2021) and will be comprised of prior event's monitoring data and photographs as well as any management events conducted within the past year.

### ADDITIONAL SERVICES

The following services are not included in this proposal. If necessary, separate proposals will be required.

- Additional annual monitoring events and reports
- Vegetative maintenance of exotic/nuisance plant species

### LIMITATIONS

*AEC maintains \$2,000,000 General Liability, \$2,000,000 Personal Injury, \$4,000,000 General aggregate, \$1,000,000 Umbrella Liability, \$1,000,000 Professional Liability, \$1,000,000 Workers Comp. and \$1,000,000 Auto Insurance. Any insurance requirements above these limits will be added to the project cost.*

### PROFESSIONAL FEE

AEC will provide all services identified in the above Scope of Services in accordance with the following Table of Fees.

<b>TABLE OF FEES</b>		
<b>TASK</b>	<b>FEE</b>	
Second Annual Monitoring and Reporting	\$2,450.00	
Third Annual Monitoring and Reporting (2019)	\$2,450.00	
Fourth Annual Monitoring and Reporting (2020)	Spring	\$1,550.00
	Fall	\$1,950.00
Fifth Annual Monitoring and Reporting (2021)	Spring	\$1,550.00
	Fall	\$1,950.00
<b>TOTAL FEE</b>	<b>\$11,900.00</b>	

If you approve of the proposed services and fees, please sign and return a copy of this proposal to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy L. Austin". The signature is written in a cursive style with a large initial "R" and "A".

**Randy L. Austin, M.S., President  
Austin Environmental Consultants, Inc.**

Proposal Acceptance Conditions

1. This proposal, upon execution by both parties, will serve as a binding contract between Austin Environmental Consultants, Inc. and client.
2. AEC will provide all approved services as an independent contractor.
3. Client agrees to pay for services as identified in the Table of Fees.
4. An invoice for services provided will be submitted to client upon completion of each task.
5. Client shall pay the invoice amount within thirty (30) days of receipt.
6. Client shall provide access to the property for AEC employees and agents for purposes of the Scope of Services.
7. Client is responsible for all application fees for permits.
8. The client or the client's authorized agent may be required to produce surveys, drawings, or details of the property to AEC. AEC shall consider, and shall be entitled to rely on, any information provided by the client to be accurate, complete and correct. If the client or their authorized agent supplies information that proves to be inaccurate, incomplete, or incorrect, AEC will not be held liable.
9. Services being provided under this proposal, or any other active contracts with client, will cease if any payment is not received within 35 days of the date of the invoice.
10. Austin Environmental Consultants, Inc. will not be held liable for any direct or indirect damages or lost profits resulting to client from work stoppage due to non-payment of invoice(s) by client.
11. This agreement may be terminated by either party giving the other party ten (10) days written notice of intent to terminate.
12. If this contract is terminated by the client, the client is responsible for paying for all services and fees accumulated by Austin Environmental up to the date of termination of the contract.
13. If the collection of any sums due hereunder is placed in the hands of an attorney, Client agrees to reimburse all reasonable attorney's fees and costs relating thereto.
14. In the event of any legal or equitable action arising under this Agreement, the parties agree that jurisdiction and venue of such action shall lie exclusively within the state courts of Florida located in Osceola County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, and the parties specifically waive any other jurisdiction and venue.
15. The client has the full right, power, legal capacity and authority to enter into this Agreement and to carry out the terms hereof. If the client is not the owner of the property, then by signing below the Client warrants and represents that it has the authority to sign this Agreement on behalf of the owner of the property.
16. This Agreement does not imply or guarantee that efforts to obtain required permits and approvals will be successful.
17. AEC will have no responsibility for the discovery, handling, removal or disposal of any hazardous materials on the property.
18. Signature below indicates that client has reviewed and accepts all Proposal Acceptance Conditions.

*Steve Berbe*

Name (Please Print)

*[Signature]*

Signature

*Chairman*

Title

Date

Company

Phone Number

Billing Address (Street number)

(City, State, Zip Code)



**VII: BOYD CIVIL ENGINEERING -HOURLY RATE SCHEDULE**

Boyd Civil Engineering’s Hourly Rates Schedule with the Harmony CDD has not changed since 2012. As part of the agenda, I am respectfully requesting the opportunity to discuss an increase moving forward. A copy of the current 2020 rates (no changes proposed for 2021) is included for review and discussion.



6824 Hanging Moss Road  
Orlando, FL 32807  
407-494-2693

**HOURLY RATE SCHEDULE**

2012 Hourly Rate Schedule  
Effective through 2013

<b>Principal / Project Manager</b>	<b>\$150.00/hr.</b>
<b>Project Engineer</b>	<b>\$120.00/hr.</b>
<b>Senior CAD Technician</b>	<b>\$80.00/hr.</b>
<b>Administrative Assistant</b>	<b>\$50.00/hr.</b>



6816 Hanging Moss Road  
Orlando, FL 32807  
407-494-2693

**Hourly Rate Schedule**

**Effective through 2020 Proposing No Changes for 2021**

<b>Principal</b>	<b>\$200.00</b>
<b>Director of Engineering</b>	<b>\$200.00</b>
<b>Project Manager</b>	<b>\$175.00</b>
<b>Sr. Civil Engineer</b>	<b>\$165.00</b>
<b>Project Engineer</b>	<b>\$135.00</b>
<b>Senior Civil 3D Designer</b>	<b>\$115.00</b>
<b>CAD Technician</b>	<b>\$95.00</b>
<b>Administrative / Permit Technician</b>	<b>\$75.00</b>

**7Aii.**

December 7, 2020

Harmony CDD  
c/o Mr. Steve Boyd  
Boyd Civil Engineering  
6816 Hanging Moss Rd.  
Orlando, FL 32807

**RE: PROPOSAL FOR SURVEYING SERVICES**  
**Survey support services for Staking Portion of Tract B, Harmony**  
**Phase 3 (Billy's Trail)**

Dear Steve:

Pursuant to your request for surveying services on the above referenced site, the following is an outline of the scope of services.

**TASK I:** Field stake the Eastern & Western boundary of the Harmony CDD owned Tract B per limits shown on the attached Exhibit.

We propose a lump sum fee for Task I of: \$1,200.00

All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,



Richard D. Brown  
FL, PSM #5700





- Home
- Base Maps
- Layers
- Sales
- Identify
- Tools
- Print

Identify

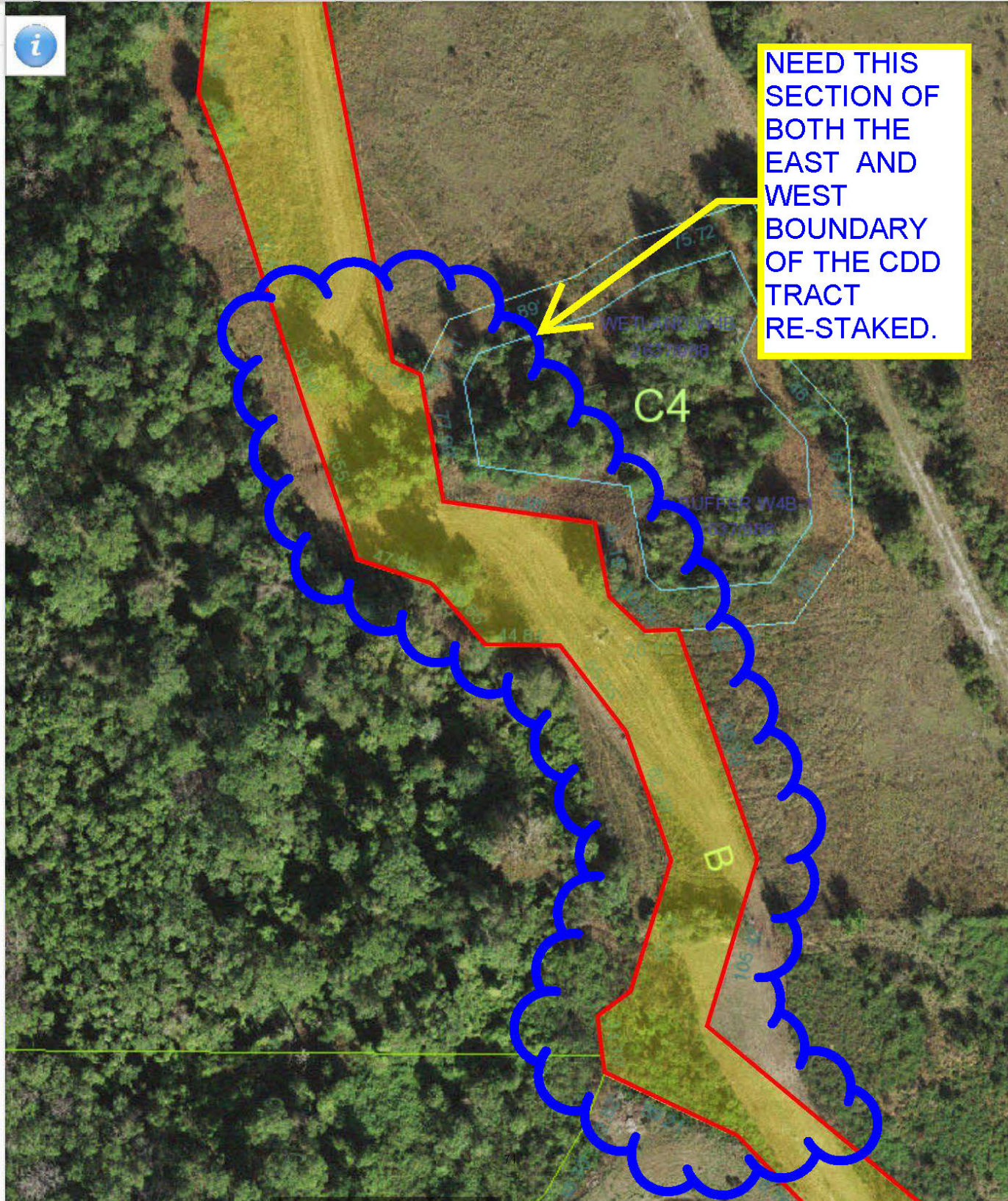
Image Not Found

- TRIM Notice
- Property Record Card
- Tax Collector
- NEW - Bird's Eye View

- Info
- Values
- Building
- Land
- XFOB
- Sales

Parcel	<a href="#">30-26-32-3117-000P-00B0</a>
Owner Name	HARMONY CDD
Mailing Address	210 N UNIVERSITY DR STE 702 CORAL SPRINGS, FL 33071
Physical Address	FIVE OAKS DR, HARMONY FL 34773
Property Type	RESIDENTIAL COMMON ELEMENTS/AREA VAC
Tax District	300 - OSCEOLA COUNTY
Acres	3.014
Desc.	HARMONY PHASE 3 PB 20 PGS 120- 128 PARK TRACT B LYING IN SEC 20 & 29

Report Date: 1/19/2021





**7B**



**7Bi.**

# 7Bi.a

HARMONY COMMUNITY DEVELOPMENT DISTRICT

## PROCUREMENT POLICY AND PROCEDURE

### PROCUREMENT PROCESS

- I. Field Service Manager (Requestor). District Engineer (Requestor), District Manager (Requestor), or Board (District Manager serves as Requestor for the Board) identifies a need for goods or services;
- II. If procurement is in Category 1, Requestor proceeds with procurement if the procurement meets a need of the District;
- III. If procurement is in Category 2 or higher, Requestor follows the guidelines of these policies and procedures to obtain approval of a Permission to Procure Request (PPR);
- IV. District Manager/Board reviews and approves or denies the PPR;
- V. District Manager issues approval or denial of PPR;
- VI. Vendor selection process completed by District Manager/District Engineer if procurement is for services in Category 3 or in Category 4 or higher;
- VII. Once PPR is approved, Requestor places the order with the selected vendor;
- VIII. Requestor receives goods/services and invoice;
- IX. Requestor verifies invoice, processes and submits invoice to Accounts Payable;
- X. Accounts Payable audits the invoice prior to processing payment;
- XI. Finance Department issues a payment to the vendor for the goods/services provided.

### PERMISSION TO PROCURE REQUESTS AND ORDERS

Permission to Procure Requests (PPRs) are required for all purchases in Category 2 or higher unless the procurement of goods or services is exempt according to the PPR Exemption List in this policy and procedures. The PPR should be prepared far enough in advance to provide sufficient time for approvals and delivery of goods or services. Threshold Levels, Authorization, Documentation Requirements, and Quote Amounts will be monitored by the District Manager.

**Authorization and Documentation Requirements** (Purchases cannot be split to circumvent Procurement Policy levels)

<b>Levels</b>	<b>Authorized Approvers</b>	<b>Documentation Requirements</b>
<b>Category 1</b> \$249.99 or less – Credit Card	Field Services Manager or District Manager	Although quotes are not required, <b>the marketplace should be checked to ensure that the best value is being obtained.</b>
<b>Category 2</b> \$250 to \$999.99- Approved PPR required	District Manager or Board Chair	Approved PPR. Two written quotes are required (including shipping, handling and any fees); can use current online pricing & catalogs.
<b>Category 3</b> \$1000 to \$4,999.99-Approved PPR required; Legal Agmt req'd if Services	Board	Approved PPR. Three written quotes are required (including shipping, handling and any fees); can use current online pricing &

HARMONY COMMUNITY DEVELOPMENT DISTRICT

		catalogs for supplies and equipment. For services, specification package must be submitted to District Manager who will then provide to all vendors on the appropriate vendor list maintained by District Manager and any electronic vendor service used by District
<b>Category 4</b> \$5,000 and less than Florida’s statutory requirement for Formal Competitive Bidding (within one fiscal year) -Legal Agreement & Approved PPR required	Pre-approval by Board to obtain quotes  Board approval to purchase	Three written quotes required; Specification package must be submitted to District Manager who will then provide to all vendors on the appropriate vendor list maintained by District Manager and any electronic vendor service used by District

If there is a foreseen need for products or services of a like or similar nature in aggregate within a fiscal year, the District Manager may require the use of the category that applies to the cost of the fiscal year aggregate amount, even though the products and services individually may be under the threshold for that category.

**Consultants Competitive Negotiation Act (CCNA)**

The District incorporates herein and shall follow the guidelines of the Consultants Competitive Negotiation Act for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services, including definitions, procedures and prohibitions as defined in section 287.055, Florida Statutes.

**Permission to Procure Request (PPR)**

A. The Requestor provides a PPR, which must include the following, to the District Manager:

1. The justification for the procurement and the description, price, and quantity of the item(s) or service.
2. The appropriate expense account, ensuring that funds are available for the procurement. If funds are not available state this in the PPR as a Budget Transfer and/or Amendment may be required;
3. Quotes\* (for procurement in Category 2 or for non-service procurements in Category 3) or Request for Quote form (for Category 3 service procurement or Category 4) and any supporting information for procurement;
4. Desired “Deliver By” date;
5. Attach the following supporting backup documentation (if applicable) to the request to assist in the approval process:
  - a. If Sole Source, explanation as to why;

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

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- b. If Emergency Procurement, explanation of emergency;
- c. If Piggy Back Procurement, name of governmental entity that completed the original vendor selection, governmental entity's authorization on letterhead or via email verifying the integrity of the agreement in which the District is wishing to "piggyback", and governmental entity's contact information;
- d. Letter of explanation (any work done prior to a PPR approval will be rejected unless it is submitted with written pre-approval by District Manager);
- e. Board approval date and terms of the agreement (if applicable).

\*Quotes (including shipping) within the approved thresholds. Ensure tax is not included in the quoted price. Due diligence to obtain the best price is required no matter the purchase price. If required number of quotes are not obtainable due to lack of vendor interest/response, state the reason on the PPR.

B. Provide PPR to District Manager who will:

1. Obtain/provide approval or denial, if procurement is in Category 2 and for non-service procurements in Category 3; or
2. Distribute Request for Quote to all vendors on the appropriate District Vendor List for the item/service requested.
3. Submit quotes received to the Board for selection and approval.

### **Authorization and Documentation Exceptions**

**Emergency Procurements** - In an emergency, authorization to contract in excess of \$499.99 is granted to the District Manager with the provision that it will be brought to the attention of the Board at their next regularly scheduled meeting for "after-the-fact" approval. This authority will be capped at \$5,000; any requirements above that level will be considered by the Board at a special called meeting or regular meeting.

**Quote and Bidding Exemptions** - Sole source procurements and procurements of goods for product testing are exempt from the three-quote requirement requirements, provided the procurements have been pre-approved by the District Manager.

**Consultant's Competitive Negotiation Act Exception** – Solicitations procured pursuant to 287.055 F.S. (CCNA), are exempted from including consideration of the total cost for each year of the Contract, including renewal years, as submitted by the Vendor in Bid Evaluation.

### **PPR EXEMPTION LIST**

There are certain expenditures for which the processing of a PPR is unnecessary. The following payments should be made without a PPR:

- I. Pre-approved District employees' reimbursements;
- II. Monthly recurring utility bills (sole source);
- III. Purchases made during the period of a declared emergency;
- IV. Less than \$250;
- V. Legal advertising;

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

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- VI. FedEx and/or UPS invoices;
- VII. Refunds;
- VIII. Reimbursements to residents serving on District boards;
- IX. Recurring monthly intergovernmental disbursements.

### **WAIVER OF REQUIREMENTS**

The District may, when deemed to be in the best interest of the District and not inconsistent with law, waive any or all requirements or provisions set forth in this Procurement Procedure and proceed thereafter to take whatever action is deemed to be in the best interest of the District.

### **UNAUTHORIZED PROCUREMENTS**

An unauthorized procurement is any purchase, order, or contract that is made by any District employee or official outside of the purview of the Procurement Policy.

It is unlawful for any District officer or employee to order the purchase of any materials, supplies, equipment, or professional or contractual services or to make any contract within the purview of this policy other than through the process set forth in the Procurement Policy. Any PPR or Contract made contrary to the provisions of this policy shall not be approved and the District shall not be bound thereby.

The District Manager is the sole contracting agent for the District. The District Manager or the Board Chairman are the only persons authorized to execute contracts for the procurement of commodities, professional and contractual services, or the sale of property, without express action by the Board.

All commodities, professional and contractual services shall be procured through the process outlined in this Procurement Policy. Purchases, orders, or contracts that are subdivided to circumvent the Procurement Policy shall be considered **unauthorized purchases**.

Violation of the Procurement Policy may be grounds for disciplinary actions as well as penalties.

### **SOLE SOURCE**

The term "**sole source**" means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does **NOT** justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does **NOT** constitute a sole source.

### **ACCOUNTING**

No procurement can be made unless funds are available. It is the responsibility of the Requestor to ensure sufficient and proper funding is available prior to submitting a PPR. If a PPR is received and the attempt to process it fails because of lack of funds or an improper

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

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account code, it will be returned to the Requestor. Once Accounting has assured adequate funds are available, the request can be returned to the District Manager for processing.

There is a State Law (Section 218.7, Florida Statutes, Prompt Payment Act) governing payment for goods or services by government agencies. It is imperative that all invoices are paid in compliance with this Act.

### **SIGNATURES**

Contracts for the procurement of any commodities or services may only be signed by the District Manager or the Chairman of the Board, as may be applicable. Any agreement that obligates the District into the future, such as contracting for mobile phone service, contracting for internet services, or ongoing rental or purchase over time of equipment must be approved by the Board and signed by the District Manager.

### **VENDOR RELATIONS**

One of the functions of the District Field Services Manager/District Manager is establishing and maintaining relations with firms who request to do business with the District and with firms who regularly do business with the District. Any user that develops a problem with a vendor and cannot satisfactorily resolve that problem should contact the District Manager. It is District policy to be fair with all bidders and vendors while still protecting the interests of the District.

Any problem should be documented immediately in writing giving all details such as date, nature of problem, person contacted, conversations between the District and the vendor. This can be done by keeping a log of the issue and keeping the District Manager copied on the log and up to date of the issues. The Board has the authority to take action against any vendor, including possible suspension/debarment from doing business with the District for a specified length of time. This is a very drastic action and will not be done without proper documentation. Documentation must be very detailed and immediately recorded.

### **SURVEYS/REFERENCES**

District employees shall refrain from completing surveys or providing testimonials or any other type of reference for any contractor without prior approval of the District's Attorney or District Manager. There may be legal and contractual consequences when documents such as these are completed without prior authorization.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

**PERMISSION TO PROCURE REQUEST FORM**

*(Today's Date)*

Please fill out all fields in the form for any purchase \$250 and above.

**Requestor:**

**Description of Item/Service requested:** *(Include quantity if item; Describe Scope if request is for service)*

**Expense Account/Project Name:** *(Expense Account to be billed and Name of Project that item /service is needed for)*

**Purpose/Issue:** *(Describe purpose that item/service will address)*

**Desired "Deliver By" date:**

**Quotes:**  Goods     Services *(insert/attach quotes for procurement if Category 2 and for non-service procurements in Category 3)*

**Recommended Quote/Vendor:**

**Approval Signatures:**

\_\_\_\_\_  
**District Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Board Chair**

\_\_\_\_\_  
**Date**



HARMONY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUOTES FORM

(Today's Date)

REQUEST FOR QUOTES-

HARMONY COMMUNITY DEVELOPMENT DISTRICT: Name of Project or Item

To Whom it May Concern:

The Harmony Community Development District (HCDD) is in the process of soliciting licensed contractors to complete the work described in Appendix A in Harmony, Florida 34773.

The HCDD will accept proposals for this described scope until the Submittal Date outlined in Appendix A at 4:00 PM. Please review the request for quote carefully. Any required permits will be the responsibility of the vendor, along with all design criteria necessary for the permitting process. Please schedule a site visit with me and my team here in Harmony, if needed, in order to review the current conditions and evaluate the specifics of the project or need for item.

If you have any questions, please contact me at (phone #). Thank you for your time and interest in the project.

Respectfully,

(name)
(Field Services or District Mgr-as appropriate)
Harmony Community Development District
(email address)
(mailing address)
(phone #)

HARMONY COMMUNITY DEVELOPMENT DISTRICT

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1. **Summary:** The Harmony Community Development District (HCDD) is accepting quotes from third parties to provide the services or product described in Appendix A, located in Harmony, Florida in accordance with the requirement in this Request for Quote (RFQ). The purpose of this RFQ is to provide third parties that wish to participate in the RFQ process with relevant information relating to the HCDD and the RFQ process, in order for them to have the opportunity to submit proposals.
2. **Scope of Work or Description of Item:** See Appendix A
3. **Location:** See Appendix B
4. **Proposal Process:**
  - 4.1. Distribute RFQ to vendors
  - 4.2. Scheduled site visit/pre-quote meeting, if necessary
  - 4.3. Receive responses by Submittal Date on the RFQ Response Form, Appendix C
  - 4.4. Response evaluation and selection – Vendors will be evaluated on price and experience
5. **Final Submission:**
  - 5.1. Submission shall be complete, partial submission will be rejected
  - 5.2. Submission shall be delivered either physically or electronically by 4 pm local time on the Submittal Date.
  - 5.3. HCDD reserves the right to award any service, item or group of services or items to one or more vendor, or to make no award.
  - 5.4. The Final Submission/Quote must be signed by an authorized agent or officer of the company or other legal entity.
  - 5.5. HCDD also reserves the right to negotiate the final details before final contract award.
  - 5.6. Selection will be notified within 8 weeks of Submittal Date.
  - 5.7. Work will be started 30 days from the receipt of the Notice to Proceed unless otherwise mutually agreed to date is described.
6. **Insurance Requirements (If Quote is for work or services):**
  - 6.1. Vendor shall have adequate workman's compensation insurance, and be licensed/bonded to perform in Osceola County, Florida.
  - 6.2. Vendor shall provide comprehensive general liability insurance and the HCDD shall be named as an additionally insured party on the liability insurance coverage. As to actual loss, injury, or damage in performance of the contract, insurance coverage must be provided in an amount no less than (*amount required*).
7. **Construction/Delivery Hours:** The hours for construction/delivery are limited to 7:00am to 4:00pm, Monday through Saturday. Exceptions can be made if arrangements are made in advance with the HCDD Field Services Manager.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

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Please complete the following bid documents carefully and truthfully. All forms and information of this section must be submitted for consideration in this project.

DRAFT

HARMONY COMMUNITY DEVELOPMENT DISTRICT

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**Appendix A – Scope and Details**

Pre-Quote Meeting Date: *(insert date, if none, indicate none.)*

Pre-Quote Meeting Location: *(insert location, if none, indicate)*

Submittal Date: *(insert Submittal Due Date)*

Scope: *(Explain Scope of the project or Describe Item to be procured-To be completed by Requestor unless project involves underground work, pavement replacement, or major construction in which case Scope must be developed by the District Engineer)*

DRAFT

HARMONY COMMUNITY DEVELOPMENT DISTRICT

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**Appendix B – Location**

(Describe Location of the project, include maps if necessary)

DRAFT

HARMONY COMMUNITY DEVELOPMENT DISTRICT

**Appendix C – RFQ Response Form**

**Harmony Community Development District**

**COST**

The vendor/contractor proposes to provide item/perform the scope described in Appendix A for the following STIPULATED SUM:

Description (or see attached)	Price/each
<a href="#">Click here to enter description.</a>	\$
	\$
	\$
	\$
<b>Total Price</b>	\$

Estimated Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Florida State Contractor's License No.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

**Appendix D**

**VENDOR'S/CONTRACTOR'S STATEMENT OF ORGANIZATION**

1. Supplier's Legal Name: \_\_\_\_\_

\_\_\_\_\_

2. Supplier business address: \_\_\_\_\_

\_\_\_\_\_

3. Supplier contact person(s): \_\_\_\_\_

\_\_\_\_\_

4. If a partnership, please give names of partners; if corporation please give names of officers with authority to sign for the corporation.

Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a corporation, in what state is the business incorporated? \_\_\_\_\_

If a joint venture or partnership, what is the date of agreement? \_\_\_\_\_

5. List the name and address of all major firms that will participate in this project. (Include designers, contractors, subcontractors, major equipment suppliers, etc...)

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

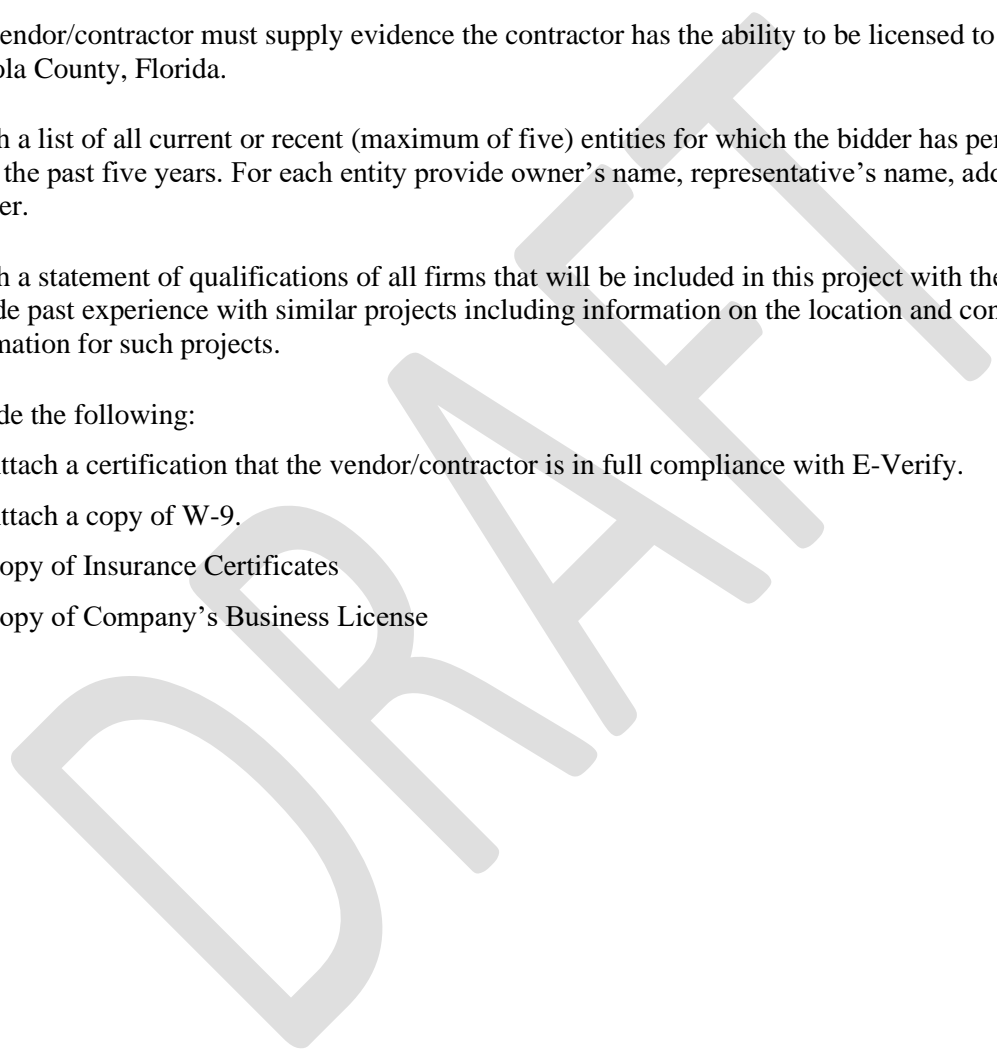


HARMONY COMMUNITY DEVELOPMENT DISTRICT

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- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_
- g. \_\_\_\_\_
- h. \_\_\_\_\_

- 6. The vendor/contractor must supply evidence the contractor has the ability to be licensed to do business in Osceola County, Florida.
- 7. Attach a list of all current or recent (maximum of five) entities for which the bidder has performed work for in the past five years. For each entity provide owner's name, representative's name, address and phone number.
- 8. Attach a statement of qualifications of all firms that will be included in this project with the proposal. Include past experience with similar projects including information on the location and contact information for such projects.
- 9. Provide the following:
  - a. Attach a certification that the vendor/contractor is in full compliance with E-Verify.
  - b. Attach a copy of W-9.
  - c. Copy of Insurance Certificates
  - d. Copy of Company's Business License



# 7Bi.b

## SURPLUS/OBSOLETE PROPERTY POLICY

### DISPOSAL PROCESS

Surplus and Obsolete Property Per Florida Statute 274.05-the District has the discretion to classify any property as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of. Qualifying property may be disposed of for value, without bids, to any governmental unit, or if the property is without commercial value, it may be donated, destroyed or abandoned per Florida Statute 274.06.

Field Services Manager must report, prior to disposal, all surplus or obsolete property, equipment, or supplies and each item's estimated value to the Harmony Community Development District Board (HCDD) on a quarterly basis. The Field Services Manager is responsible for ensuring the inspection of the item(s) to verify serviceability, condition, original item cost, and expenditure account and include this information in the quarterly report of the HCDD Board. The report to the HCDD Board will also include the proposed method of disposal recommended by the Field Services Manager and selected from the following acceptable forms of disposition:

- A. Trade in on new equipment
- B. Offer to the Harmony Community, Middle and High Schools
- C. Offer to other governmental agencies
- D. Donate to a local non-profit organization
- E. Sell to public by publicly noticed auction or sealed bid (value of \$5,000 or more)
- F. Cannibalize for parts
- G. Sell as scrap
- H. Destroy or abandon

The HCDD Board's approval on a quarterly basis shall allow staff to dispose of property.

**7Biii.**



Company ID Number: \_\_\_\_\_

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee



may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of



the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site?                  If yes, please provide the number of sites verified for in each State:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">State</th> <th style="width: 20%;">Number of sites</th> <th style="width: 50%;">Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



**7C.**

**7Ci.**

## December/ January 2021

### Facility / Park Maintenance Activities

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event
- Routine check on Play areas for safety and wasp nests raking the swing areas.
- RV lot fencing permit is pending.
- Power washing project continued.
- Repaired bridge step hazard Lakeshore Park.
- Started small road repair Back alleys
- Install new play area Dog park projected finalized.
- Storm drain project pending finalization.
- Pressure washed Fence West Entrance .
- Playground mulching started.

### Ponds

- See Pond report.

### Irrigation

- All Clocks inspected & adjusted as needed.
- Maxicomm fully functional.
- Clocks 2 and 3 not accessible at this point.

## **Pools Operations**

- Pools checked, chemically balanced, and cleaned daily.
- Painting Swim club building finalized.

## **Boat Maintenance**

- All propellers weekly checked, and boats cleaned.
- Paint maintenance continued Dock fencing area.

## **Buck Lake Activities**

- Boat Orientation held 8 attended

## **Access Cards**

- Approximately 18 ID cards have been made this month.

End of Report.

**7Cii.**







Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoes	Kayaks	Comments	
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass						
1/6/2021	Warren Hubbard	1:00 - 4:00 PM					5	X								
1/7/2021	Donald Robinson	1:00 - 4:00 PM					4	X								
1/7/2021	Jordan Home	1:00 - 4:00 PM					4			X						
1/8/2021	BEATRIZ BRICUYET	1:00 - 4:00 PM					6	X								
1/9/2021	Madeline Visciano	7:30 - 10:30 AM					3				X					
1/9/2021	Lori Isaac	7:30 - 10:30 AM					4	X								
1/9/2021	David Bronson	1:00 - 4:00 PM					3	X								
1/9/2021	William Bokunic	1:00 - 4:00 PM					5			X						
1/9/2021	Walter Heinrich	1:00 - 4:00 PM					4		X							
1/10/2021	Donald Rice	7:30 - 10:30 AM			X		2		X							
1/10/2021	neville pennington	8:00 - 11:00 AM			X		2				X					
1/11/2021	neville pennington	8:00 - 11:00 AM	X				2				X					
1/13/2021	neville pennington	9:00 - 12:00 PM					2					X				
1/13/2021	William Gest	1:00 - 2:00 PM					1				X					
1/13/2021	James Mead	1:00 - 4:00 PM					2			X						
1/14/2021	neville pennington	9:00 - 12:00 PM					2				X					
							10	23	300	28	12	20	15	4	4	5
							<b>Total Passengers:</b> 300 <b>Total Trips:</b> 89									

# 7Ciii.

## Facebook report December/January 2021

***On an average of 10 times per month new and existing residents contact me for information regarding obtaining Pool ID access cards and boat reservations. This is filtered out of this report.***

On December 16th a resident reported broken glass on the road. CDD field services responded.

On December 17th a resident reported a sprinkler head gushing water at West entrance. CDD responded

On December 23rd a resident reported the bridge on the right of Butterfly trail being too damaged to cross. CDD forwarded issue to conservation café.

On January 2nd a resident had a concern on Marker flags being in the big dog park and rubber mulch being piled up at the entrance of the big dog park. CDD staff responded.

On January 4th a resident notified the CDD manager, there are 2 persons with dirt bikes on Butterfly trail. CDD supervisor advised residents to call the non emergency Sheriff line.

On January 6th 8 residents inquired about the mailboxes that are in the back alleys. CDD supervisor re directed resident to post office and HROA

On January 7th a resident noticed a broken sprinkler head on Five Oaks Dr East across from Feather grass. CDD staff responded.

End of report.

**7Civ.**

## Harmony District Ponds Report

Pond #	Pond Name	Pond Acres	Duckweed	Algae	Cattail	Pennywort	Grasses	Spatterdock	December-January	Treatment Plan
<b>Map Quickview, click here. Internet access not required</b>			<b>SEVERITY:</b> L1=minimal L2=moderate L3=significant L4=extreme Blank = indicates non issue					<b>Current Treatment</b>		* Se Clear G-Algae * Komeen Crystals-Hydrilla * SonarOne-Hydrilla * Diquat-Latorial plants
<b>Map links below Require Internet</b>										
1	H-1	1.4					L1		No treatment needed	
2	H-1	1.0					L1		No treatment needed	
3	H-1	2.3			L1				No treatment needed	
4	H-2	3.7	L1				L1		No treatment needed	
5	Cherry Hill	2.8	L1						No treatment needed	
6	S. Long Pond	3.1					L1		No treatment needed	
7	N. Long Pond	3.1					L1		No treatment needed	
8	Dog Park Tr.	3.5	L1						No treatment needed	
9	Dog Park Tr.	1.0					L1		No treatment needed	
10	Dog Park	3.0					L1		No treatment needed	
11	Estates N.	1.8	L1						No treatment needed	
12	Estates S.	1.7	L1						No treatment needed	
13	Golf Course	1.5	L1							
14	Golf Course	1.5	L1							
15	Golf Course	4.0	L1							
16	Golf Course	3.4	L1							
17	Golf Course	1.4	L1							
18	Golf Course	2.0	L2							
19	Golf Course	5.3	L1							
20	Golf Course	3.5								
21	Golf Course	2.3	L1							
22	Golf Course	3.2	L2							
23	Golf Course	2.0	L1							
24	Golf Course	2.0	L1							
25	Golf Course	0.5	L2							
26	Golf Course	0.7								
27	Golf Course	0.7	L2							
28	Golf Course	1.3	L1							
29	Golf Course	1.2	L1							
30	Golf Course	2.3	L1							
31	Golf Course	1.1	L2							
32	Golf Course	2.0	L1							
33	W. Lake	1.3	L1							
34	W. Lake	0.0							Future pond, not active	
35	W. Lake	0.0							Future pond, not active	
36	N. Lake	0.0							Future pond, not active	
37	E. Lake	3.0				L1			No treatment needed	
38	E. Lake	0.5				L1			No treatment needed	
39	S. Lake	3.3				L1			No treatment needed	
40	S. Lake	1.4				L1			No treatment needed	
41	S. Lake	2.3	L1						No treatment needed	
42	S. Lake	5.2	L1						No treatment needed	
43	Waterside	3.0	L2						algae	cutrine
44	DOT	6.0		L1					No treatment needed	
45	DOT	3.6		L1					No treatment needed	
46	DOT	2.0		L2					No treatment needed	
47	Maintenance	0.4		L1					No treatment needed	
48	Feathergrass	0.0		L1					No treatment needed	

<b>TOTAL ACRES</b>		Total size (in acres) of all ponds combined
<b>AVG. TREATED ACRES</b>	0.2	Average treated pond area is roughly 20%

**Additional Notes:** This month, we have treated one of the ponds for algae. Also been cleaning up debris from in and around the banks of the ponds. I have sprayed all around the outfalls and making sure they are cleared.





**7Cv**

## Harmony Community Development District Field Services Monthly Wetland Report

#	Maintenance Area Name	Acres	Invasive Species Vegetation Identification Infestation Severity <b>High, Medium, Low</b>	Reporting Date: December-January  Prescribed Treatment	Treatment Status  Pending Activities Percent Complete
<b>Map Tab Shows Local QuickMap</b> <b>Click Links Below For Internet Maps</b>					
1	Buck Lake - South	1.4 ?	Lygodium High	spraying with round up and tribune.	treatment has been along the whole tree line along buck lake
2	Green - South	1.0 ?	Grapevine Medium	no treatment	This area has been treated and under control.
3	Golf Course - West	2.3 ?	Lygodium High	Spraying along a lot of the main sections to gain access further into the woods.	Large amounts of fern and grape vine.
4	Golf Course - East	3.7 ?	Lygodium High	no treatment	not in this area now
5	Golf Course - South	2.8 ?	Grapevine Medium	no treatment	not in this area now
6	The Lakes - East	3.1 ?	Lygodium High	no treatment	not in this area now
7	{Future}	0.0	----		
8	{Future}	0.0	----		
9	{Future}	0.0	----		
10	{Future}	0.0	----		
11	{Future}	0.0	----		
12	{Future}	0.0	----		
13	{Future}	0.0	----		
14	{Future}	0.0	----		
15	{Future}	0.0	----		
<b>TOTAL ACRES</b>		<b>1.0</b>	Total size (in acres) of all foliage maintenance areas		
<b>AVG. TREATED ACRES</b>			Average infested foliage treated area is roughly <b>20%</b>		

**Additional Notes:** This month we have treated all along the area that goes along Buck lake for new fern growth and anything missed before. We have also treated the area behind Cordgrass for fern. Now we are in the area behind Swimclub trying to retreat and finish. this entire area as it is very bad with both fern and grapevine. This area has been very wet and some has not been able to be reached.







The CDD Boundary only includes a portion of this area.

A detailed map showing the exact limits of the CDD Boundary is being prepared.

All other maintenance areas shown on this map are within the CDD Boundary

**LEGEND**

 = Lygodium

 = Grape vine



Austin Environmental Consultants, Inc.  
 316 Church Street  
 Kissimmee, Florida 34741  
 407.935.0535

**FIGURE**  
**1**

**VEGETATION TREATMENT MAP**

**HARMONY CDD**  
**OSCEOLA COUNTY, FL**

# 7Cvii







## Estimate

1330 CENTRAL FLORIDA PKWY  
FL 32837

Date	Estimate #
1/21/2021	10484

Phone #	Fax #
407-859.7943	407-859.7913
Web Site	www.magicdesignonline.com
Name / Address	
HARMONY CDD 7360 FIVE OAKS DR HARMONY-FL 34773 gerhardharmony@gmail.com 407 301 2235	

Ship To
---------

P.O. No.	Terms	Rep	Project		
Description			Qty	Cost	Total
PARK #1 FOAM BAND - 1.5" X 3" PER FT			20	3.14	62.80
PARK #2 FOAM BAND - 5" X 4" PER FT			32	7.29	233.28
PRECAST TILE - 24" X 12" X 5/8"			1	25.65	25.65
PARK #3 FOAM BAND - 1.5" X 1.5" PER FT			154	2.29	352.66
FOAM RADIO BAND - 1.5" X 1.5" PER FT			90	2.96	266.40
- ALL FOAM MATERIAL ABOVE ARE 1.5 LB FOAM WITH HARD COAT / PRIME - FOR PRECAST ABOVE: COLOR AND TEXTURE TO BE DETERMINED BY THE CUSTOMER					
DEMOLITION AND INSTALLATION			1	800.00	800.00
_____ Signature			<b>Subtotal</b>		\$1,740.79
			<b>Sales Tax (6.5%)</b>		\$0.00
			<b>Total</b>		\$1,740.79

THE CLIENT IS RESPONSIBLE FOR VERIFYING THAT THE DIMENSIONS AND QUANTITIES ON THIS ESTIMATE ARE CORRECT BEFORE SIGNING IT. THE SIGNATURE ON THIS ESTIMATE AUTHORIZES MAGIC DESIGN TO PROCEED WITH ORDER OF THE MATERIAL AS LISTED ON THE ESTIMATE. MAGIC DESIGN IS NOT RESPONSIBLE FOR INACCURACIES ON A SIGNED ESTIMATE AND THE CLIENT WILL BE CHARGED FOR ADDITIONAL SHAPES. ESTIMATE VALID FOR 30 DAYS.

# **EIGHTH ORDER OF BUSINESS**

**8A**

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Helena Randel, Accountant**  
**CC: Kristen Suit, District Manager**  
**DATE: January 19, 2021**  
**SUBJECT: December 2020 Financials**

---

Please find the attached December 2020 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Helena.Randel@Inframark.com.

**General Fund**

- Total Revenue through December is approximately 68% of the annual budget.
- Total Expenditures through December are at 26% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for two (2) meetings in November.
    - ProfServ-Engineering - Boyd Civil Engineering services.
    - ProfServ-Legal Services - Young Qualls, PA general counsel.
    - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
    - Insurance - Public Risk provides auto, general liability, inland marine and property insurance.
  - ▶ Field
    - ProfServ-Field Management - Florida Resource Mgmt services and health/life insurance.
  - ▶ Utilities
    - Electricity-Streetlighting - Services provided by OUC.
  - ▶ Operation & Maintenance
    - Communication-Telephone - The district has switched service providers from Sprint to Verizon.
    - R&M-Parks & Facilities - Various supplies and repairs including repainting of trellis and pressure washing of pool house roof.
    - Capital Outlay-Other - Playground equipment.
    - Capital Outlay-Vehicles - Yamaha Umax.
- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

**HARMONY**

Community Development District

*Financial Report*

*December 31, 2020*

**Prepared by**



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**HARMONY**  
Community Development District

**Financial Statements**

(Unaudited)

**December 31, 2020**

**HARMONY**

Community Development District

**Governmental Funds**

**Balance Sheet**  
December 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 1,450,737	\$ -	\$ -	\$ 1,450,737
Accounts Receivable	885	-	-	885
Due From Other Funds	-	66,386	46,347	112,733
Investments:				
Certificates of Deposit - 12 Months	106,442	-	-	106,442
Money Market Account	679,432	-	-	679,432
Prepayment Account	-	74,422	90,871	165,293
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	1,067,228	578,843	1,646,071
<b>TOTAL ASSETS</b>	<b>\$ 2,237,496</b>	<b>\$ 1,815,349</b>	<b>\$ 1,056,061</b>	<b>\$ 5,108,906</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 30,451	\$ -	\$ -	\$ 30,451
Accrued Expenses	5,100	-	-	5,100
Due To Other Funds	112,733	-	-	112,733
<b>TOTAL LIABILITIES</b>	<b>148,284</b>	<b>-</b>	<b>-</b>	<b>148,284</b>
<b><u>FUND BALANCES</u></b>				
<b>Restricted for:</b>				
Debt Service	-	1,815,349	1,056,061	2,871,410
<b>Assigned to:</b>				
Operating Reserves	401,042	-	-	401,042
Reserves-Renewal & Replacement	40,215	-	-	40,215
Reserves - Sidewalks & Alleyways	213,208	-	-	213,208
Reserves-Uninsured Repairs	50,000	-	-	50,000
<b>Unassigned:</b>	<b>1,384,747</b>	<b>-</b>	<b>-</b>	<b>1,384,747</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 2,089,212</b>	<b>\$ 1,815,349</b>	<b>\$ 1,056,061</b>	<b>\$ 4,960,622</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,237,496</b>	<b>\$ 1,815,349</b>	<b>\$ 1,056,061</b>	<b>\$ 5,108,906</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 9,381	\$ 2,346	\$ 527	\$ (1,819)
Special Assmnts- Tax Collector	1,876,212	1,500,968	1,263,591	(237,377)
Special Assessments-Tax Collector-VC1	(22,434)	(17,946)	-	17,946
Special Assmnts- Discounts	(75,048)	(60,040)	(50,459)	9,581
Access Cards	1,500	375	250	(125)
Facility Revenue	500	126	200	74
User Facility Revenue	5,000	1,251	-	(1,251)
<b>TOTAL REVENUES</b>	<b>1,795,111</b>	<b>1,427,080</b>	<b>1,214,109</b>	<b>(212,971)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	12,000	3,000	3,200	(200)
FICA Taxes	918	230	245	(15)
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	9,500	2,376	5,887	(3,511)
ProfServ-Legal Services	90,000	22,500	27,329	(4,829)
ProfServ-Mgmt Consulting Serv	67,200	16,800	16,800	-
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,600	-	-	-
Postage and Freight	1,200	300	1,289	(989)
Rental - Meeting Room	3,600	3,600	2,750	850
Insurance - General Liability	25,177	25,177	25,238	(61)
Printing and Binding	1,000	249	33	216
Legal Advertising	1,000	249	140	109
Misc-Records Storage	150	39	-	39
Misc-Assessmnt Collection Cost	37,524	30,020	24,263	5,757
Misc-Contingency	5,000	1,251	350	901
Office Supplies	50	12	-	12
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>281,168</b>	<b>114,800</b>	<b>116,521</b>	<b>(1,721)</b>
<b><u>Field</u></b>				
ProfServ-Field Management	295,000	73,749	68,256	5,493
<b>Total Field</b>	<b>295,000</b>	<b>73,749</b>	<b>68,256</b>	<b>5,493</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Landscape Services</u></b>				
Contracts-Mulch	61,000	15,249	15,129	120
Contracts - Landscape	267,000	66,750	66,537	213
Cntrs-Shrub/Grnd Cover Annual Svc	158,000	39,501	39,296	205
R&M-Irrigation	15,000	3,750	2,072	1,678
R&M-Trees and Trimming	40,000	9,999	-	9,999
Miscellaneous Services	32,000	8,001	2,972	5,029
<b>Total Landscape Services</b>	<b>573,000</b>	<b>143,250</b>	<b>126,006</b>	<b>17,244</b>
<b><u>Utilities</u></b>				
Electricity - General	35,000	8,751	8,507	244
Electricity - Streetlighting	90,000	22,500	25,231	(2,731)
Utility - Water & Sewer	140,000	35,001	19,488	15,513
<b>Total Utilities</b>	<b>265,000</b>	<b>66,252</b>	<b>53,226</b>	<b>13,026</b>
<b><u>Operation &amp; Maintenance</u></b>				
Communication - Telephone	5,500	1,374	1,849	(475)
Utility - Refuse Removal	3,000	750	657	93
R&M-Ponds	10,000	2,499	905	1,594
R&M-Pools	35,000	8,751	2,291	6,460
R&M-Roads & Alleyways	2,000	501	-	501
R&M-Sidewalks	15,000	3,750	142	3,608
R&M-Vehicles	15,000	3,750	1,491	2,259
R&M-User Supported Facility	20,000	5,001	3,660	1,341
R&M-Equipment Boats	6,000	1,500	710	790
R&M-Parks & Facilities	35,000	8,751	8,332	419
Miscellaneous Services	2,000	501	129	372
Misc-Contingency	10,000	2,499	1,507	992
Misc-Security Enhancements	6,500	1,626	672	954
Op Supplies - Fuel, Oil	5,000	1,251	175	1,076
Cap Outlay - Other	-	-	29,765	(29,765)
Cap Outlay - Vehicles	20,000	20,000	11,145	8,855
Reserve - Renewal&Replacement	30,000	30,000	4,366	25,634
Reserve - Sidewalks & Alleyways	60,000	60,000	14,136	45,864
<b>Total Operation &amp; Maintenance</b>	<b>280,000</b>	<b>152,504</b>	<b>81,932</b>	<b>70,572</b>
<b>TOTAL EXPENDITURES</b>	<b>1,694,168</b>	<b>550,555</b>	<b>445,941</b>	<b>104,614</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	100,943	876,525	768,168	(108,357)
 <b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	(26,600)	-	-	-
Contribution to (Use of) Fund Balance	74,343	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>47,743</b>	<b>-</b>	<b>-</b>	<b>-</b>
 Net change in fund balance	 \$ 74,343	 \$ 876,525	 \$ 768,168	 \$ (108,357)
 <b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	 <b>1,321,044</b>	 <b>1,321,044</b>	 <b>1,321,044</b>	
 <b>FUND BALANCE, ENDING</b>	 <b>\$ 1,395,387</b>	 <b>\$ 2,197,569</b>	 <b>\$ 2,089,212</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 3,114	\$ 780	\$ 15	\$ (765)
Special Assmnts- Tax Collector	1,245,641	996,513	847,157	(149,356)
Special Assmnts- Prepayment	-	-	74,422	74,422
Special Assmnts- Discounts	(49,826)	(39,862)	(33,830)	6,032
<b>TOTAL REVENUES</b>	<b>1,198,929</b>	<b>957,431</b>	<b>887,764</b>	<b>(69,667)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	24,913	19,929	16,267	3,662
<b>Total Administration</b>	<b>24,913</b>	<b>19,929</b>	<b>16,267</b>	<b>3,662</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	640,000	-	-	-
Principal Prepayments	-	-	25,000	(25,000)
Interest Expense	535,800	267,900	267,900	-
<b>Total Debt Service</b>	<b>1,175,800</b>	<b>267,900</b>	<b>292,900</b>	<b>(25,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,200,713</b>	<b>287,829</b>	<b>309,167</b>	<b>(21,338)</b>
Excess (deficiency) of revenues Over (under) expenditures	(1,784)	669,602	578,597	(91,005)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(1,784)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(1,784)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (1,784)	\$ 669,602	\$ 578,597	\$ (91,005)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>1,236,752</b>	<b>1,236,752</b>	<b>1,236,752</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,234,968</b>	<b>\$ 1,906,354</b>	<b>\$ 1,815,349</b>	



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 2,270	\$ 567	\$ 10	\$ (557)
Special Assmnts- Tax Collector	908,123	726,499	591,432	(135,067)
Special Assmnts- Prepayment	-	-	88,824	88,824
Special Assmnts- Discounts	(36,325)	(29,061)	(23,618)	5,443
<b>TOTAL REVENUES</b>	<b>874,068</b>	<b>698,005</b>	<b>656,648</b>	<b>(41,357)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	18,162	14,530	11,356	3,174
<b>Total Administration</b>	<b>18,162</b>	<b>14,530</b>	<b>11,356</b>	<b>3,174</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	395,000	-	-	-
Principal Prepayments	-	-	335,000	(335,000)
Interest Expense	471,838	235,919	235,919	-
<b>Total Debt Service</b>	<b>866,838</b>	<b>235,919</b>	<b>570,919</b>	<b>(335,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>885,000</b>	<b>250,449</b>	<b>582,275</b>	<b>(331,826)</b>
Excess (deficiency) of revenues Over (under) expenditures	(10,932)	447,556	74,373	(373,183)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	26,600	-	-	-
Contribution to (Use of) Fund Balance	15,668	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>42,268</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 15,668	\$ 447,556	\$ 74,373	\$ (373,183)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>981,688</b>	<b>981,688</b>	<b>981,688</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 997,356</b>	<b>\$ 1,429,244</b>	<b>\$ 1,056,061</b>	

**HARMONY**

Community Development District

**Supporting Schedules**

**December 31, 2020**

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2021**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
<b>ASSESSMENTS LEVIED FY 2021</b>				\$ 3,964,294	\$ 1,853,780	\$ 1,242,841	\$ 867,673
Allocation %				100%	46.76%	31.35%	21.89%
11/06/20	15,669	848	320	16,837	7,873	5,279	3,685
11/19/20	202,796	8,622	4,139	215,557	100,799	67,579	47,179
12/07/20	2,112,191	89,804	43,106	2,245,102	1,049,853	703,859	491,390
12/22/20	211,731	8,632	4,321	224,684	105,067	70,440	49,177
<b>TOTAL</b>	<b>\$ 2,542,388</b>	<b>\$ 107,906</b>	<b>\$ 51,885</b>	<b>\$ 2,702,181</b>	<b>\$ 1,263,591</b>	<b>\$ 847,157</b>	<b>\$ 591,432</b>

Collected in % 68%

<b>TOTAL OUTSTANDING</b>	<b>\$ 1,262,113</b>	<b>\$ 590,189</b>	<b>\$ 395,684</b>	<b>\$ 276,242</b>
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Note <sup>(1)</sup>: Parcel # 30-26-32-2614-TRAC-VC10 has been removed from the tax roll.

Note <sup>(2)</sup>: Debt service prepayments were received during the budget process resulting in variances between assessments budgeted and assessments placed on roll.

**Cash and Investment Report**  
*December 31, 2020*

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$1,396,619
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$50,531
Debit Account	CenterState Bank	Debit Account	n/a	0.25%	\$3,586
<b>Subtotal</b>					<b>\$1,450,737</b>
Certificate of Deposit	BankUnited	12 month CD	2/19/2021	1.60%	\$106,442
Money Market Account	BankUnited	Money Market Account	n/a	0.25%	\$679,432
<b>Subtotal</b>					<b>\$785,873</b>

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$74,422
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$1,067,228
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$90,871
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$578,843
<b>Subtotal</b>					<b>\$2,758,677</b>
<b>Total</b>					<b>\$4,995,287</b>

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# Harmony

Community Development District

*General Fund*

**Invoice Approval Report # 249**

**January 19, 2021**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<b>ADVANCED MARINE SERVICES</b>	111081	R	\$ 325.98
		Vendor Total	\$ 325.98
<b>AMERITAS LIFE INSURANCE CORP.</b>	00000-121520	R	\$ 56.96
		Vendor Total	\$ 56.96
<b>ARROW PAVEMENT SERVICES INC.</b>	1217201	R	\$ 8,636.00
		Vendor Total	\$ 8,636.00
<b>BOYD CIVIL ENGINEERING</b>	02848	A	\$ 1,955.63
		Vendor Total	\$ 1,955.63
<b>BRIGHT HOUSE NETWORKS - ACH</b>	028483501113020 ACH	R	\$ 99.98
	028483401123020 ACH		\$ 99.98
	028483401120720 ACH	R	\$ 123.98
	028483401010721 ACH	R	\$ 123.98
	Vendor Total		\$ 447.92
<b>CARDMEMBER SERVICES</b>	120920-0832 ACH	R	\$ 3,060.73
		Vendor Total	\$ 3,060.73
<b>DEVO SEEREERAM</b>	NOV20G-02	R	\$ 1,200.00
		Vendor Total	\$ 1,200.00
<b>FEDEX</b>	7-192-56156	R	\$ 19.37
	7-222-13500	R	\$ 19.66
	Vendor Total		\$ 39.03
<b>FLORIDA RESOURCE MGT LLC-ACH</b>	83483 ACH	R	\$ 10,416.13
	83232 ACH	R	\$ 10,311.66
	83597 ACH	R	\$ 10,545.84
	017989 ACH	R	\$ 9,483.31
	Vendor Total		\$ 40,756.94
<b>HARMONY CDD</b>	011321	R	\$ 700,000.00
		Vendor Total	\$ 700,000.00
<b>HARMONY CDD C/O U.S. BANK</b>	120120-1	R	\$ 76,933.69
	120120-2	R	\$ 54,157.13
	120820-1	R	\$ 662,190.36
	120820-2	R	\$ 462,299.61
	Vendor Total		\$ 1,255,580.79



# Harmony

Community Development District

*General Fund*

**Invoice Approval Report # 249**

**January 19, 2021**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<b>HARMONY ROA</b> dba Association Solutions of Central Florida	18812	R	\$ 1,197.45
		Vendor Total	\$ 1,197.45
<b>HUMANA MEDICAL PLAN</b>	512980246	R	\$ 1,801.72
		Vendor Total	\$ 1,801.72
<b>INFRAMARK, LLC</b>	58547	A	\$ 8,833.50
	59438	A	\$ 5,653.15
		Vendor Total	\$ 14,486.65
<b>JOHNSTON'S SURVEYING INC.</b>	35181	R	\$ 3,500.00
		Vendor Total	\$ 3,500.00
<b>NANCY PEREZ</b> dba Angel's Painting & Home Repairs	000424	R	\$ 300.00
		Vendor Total	\$ 300.00
<b>NORTH SOUTH SUPPLY, INC.</b>	3369373	R	\$ 92.46
	3370104	R	\$ 82.71
	3371432	R	\$ 61.97
	3372734	R	\$ 792.35
		Vendor Total	\$ 1,029.49
<b>ORLANDO UTILITIES COMMISSION-ACH</b>	120820-9921 ACH	R	\$ 11,673.61
		Vendor Total	\$ 11,673.61
<b>PINEY BRANCH MOTORS INC - ACH</b> dba Allied Trailers	RI1051202 ACH	R	\$ 490.00
	RI1051203 ACH	R	\$ 90.00
		Vendor Total	\$ 580.00
<b>POOLSURE</b>	101295612519	R	\$ 112.50
	101295613869	R	\$ 451.90
	101295613162	R	\$ 60.00
	101295613853	R	\$ 307.50
	101295613163	R	\$ 35.00
		Vendor Total	\$ 659.40
<b>SANDRA L. SCHNEIDER</b> dba Jammin Playgrounds	INV-0289	R	\$ 15,365.00
		Vendor Total	\$ 15,365.00

# Harmony

Community Development District

*General Fund*

**Invoice Approval Report # 249**

**January 19, 2021**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<b>SERVELLO &amp; SONS INC</b>	18134	R	\$ 39,667.17
	18202	R	\$ 653.42
	18286	R	\$ 1,300.00
	18372	R	\$ 39,667.17
	18438	R	\$ 653.42
		Vendor Total	\$ 81,941.18
<b>SPRINT SOLUTIONS, INC. - ACH</b>	244553043-089 ACH	R	\$ 276.86
		Vendor Total	\$ 276.86
<b>SUN PUBLICATIONS DBA</b>	266777	R	\$ 70.86
		Vendor Total	\$ 70.86
<b>TOHO WATER AUTHORITY - ACH</b>	121720 ACH	R	\$ 37.20
		Vendor Total	\$ 37.20
<b>VERIZON</b>	9869031494	A	\$ 741.30
		Vendor Total	\$ 741.30
<b>WASTE CONNECTIONS OF FL.</b>	1310179	R	\$ 225.00
		Vendor Total	\$ 225.00
<b>YOUNG QUALLS, P.A.</b>	16127	A	\$ 10,757.25
	16144	A	\$ 6,311.50
	Vendor Total	\$ 17,068.75	
Total			\$ 2,163,014.45
<b>Total Invoices</b>			<b>\$ 2,163,014.45</b>

**HARMONY**

Community Development District

**Check Register**

**December 1 - December 31, 2020**

## HARMONY Community Development District

**Payment Register by Bank Account**  
For the Period from 12/1/20 to 12/31/20  
(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>BANK UNITED GF - (ACCT# XXXXX9494)</b>									
Check	275	12/03/20	Vendor	AMERITAS LIFE INSURANCE CORP.	111620-0000	12/01/20-12/31/20 LIFE INSURANCE	ProfServ-Field Management	001-531016-53901	\$254.24
Check	276	12/03/20	Vendor	FASTEC PERFORMANCE WAREHOUSE INC	29722	PUMP OUT SEPTIC TANK	R&M-Parks & Facilities	001-546225-53910	\$275.00
Check	276	12/03/20	Vendor	FASTEC PERFORMANCE WAREHOUSE INC	29721	CLEANED LIFT STATION/REMOVE ROOTS	R&M-Parks & Facilities	001-546225-53910	\$975.00
Check	277	12/03/20	Vendor	HUMANA MEDICAL PLAN	512980259	DEC 20 HEALTH INSURANCE	ProfServ-Field Management	001-531016-53901	\$1,801.72
Check	278	12/03/20	Vendor	POOLSURE	101295612542	11/18 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$345.00
Check	278	12/03/20	Vendor	POOLSURE	101295612537	11/18 ASHLEY PARK POOL CHEMICALS	R&M-Pools	001-546074-53910	\$421.90
Check	278	12/03/20	Vendor	POOLSURE	101295612148	DEC SPLASH PAD CONTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	278	12/03/20	Vendor	POOLSURE	101295612147	DEC ASHLEY PARK CNTRLR LEASE	R&M-Pools	001-546074-53910	\$60.00
Check	279	12/03/20	Vendor	PROPET DISTRIBUTORS INC.	132509	DOG WASTE BAGS	R&M-Parks & Facilities	001-546225-53910	\$1,680.00
Check	280	12/03/20	Vendor	SUN PUBLICATIONS DBA	260166	NOTICE OF MEETING	Legal Advertising	001-548002-51301	\$69.35
Check	281	12/10/20	Vendor	FEDEX	7-192-56156	SRVCS THRU 11/24/20	Postage and Freight	001-541006-51301	\$19.37
Check	282	12/10/20	Vendor	HARMONY CDD C/O U.S. BANK	120120-1	TRNSF TAX COLLECT SER 2014	Due to other Funds	131000	\$76,933.69
Check	283	12/10/20	Vendor	HARMONY CDD C/O U.S. BANK	120120-2	TRNSFR TAX COLLECT SER 2015	Due to other Funds	131000	\$54,157.13
Check	284	12/10/20	Vendor	POOLSURE	101295612519	SPLASH PAD BLEACH	R&M-Pools	001-546074-53910	\$112.50
Check	285	12/10/20	Vendor	WASTE CONNECTIONS OF FL.	1305376	12/01/20-12/31/20 WASTE REMOVAL	Utility - Refuse Removal	001-543020-53910	\$225.00
Check	286	12/16/20	Vendor	NORTH SOUTH SUPPLY, INC.	3369373	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$92.46
Check	286	12/16/20	Vendor	NORTH SOUTH SUPPLY, INC.	3370104	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$82.71
Check	287	12/16/20	Vendor	HARMONY CDD C/O U.S. BANK	120820-1	TRXF TAX COLLECT SER 2014	Due to other Funds	131000	\$662,190.36
Check	288	12/16/20	Vendor	HARMONY CDD C/O U.S. BANK	120820-2	TRXF TAX COLLECT SER 2015	Due to other Funds	131000	\$462,299.61
Check	289	12/22/20	Vendor	BOYD CIVIL ENGINEERING	02832	ENGINEEERING SRVCS THRU 11/27/20	ProfServ-Engineering	001-531013-51501	\$1,756.25
Check	290	12/22/20	Vendor	HARMONY ROA	18812	MAILING OF SURVEY	Postage and Freight	001-541006-51301	\$1,197.45
Check	291	12/22/20	Vendor	INFRAMARK, LLC	57898	DEC MNGT SRVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,600.00
Check	291	12/22/20	Vendor	INFRAMARK, LLC	57898	DEC MNGT SRVCS	Printing and Binding	001-547001-51301	\$9.20
Check	292	12/22/20	Vendor	SERVELLO & SONS INC	18225	INSTALL NEW PLNTS & RMV OLD-CATBRIER PAVILLO	Miscellaneous Services	001-549001-53902	\$1,672.00
Check	292	12/22/20	Vendor	SERVELLO & SONS INC	18286	FLUSH CUT & RMV TREES-SOCCER FIELD	Miscellaneous Services	001-549001-53902	\$1,300.00
Check	293	12/22/20	Vendor	YOUNG QUALLS, P.A.	16127	GEN COUNSEL THRU 12/03/20	ProfServ-Legal Services	001-531023-51401	\$10,757.25
Check	294	12/29/20	Vendor	ARROW PAVEMENT SERVICES INC.	1217201	RMV & RPLC 725 SF SIDWALK	Reserve - Sidewalks & Alleyways	001-568163-53910	\$8,636.00
Check	295	12/29/20	Vendor	INFRAMARK, LLC	58547	DEC 2020 ASSEMNT SRVCS & POSTAGE	ProfServ-Special Assessment	001-531038-51301	\$8,822.00
Check	295	12/29/20	Vendor	INFRAMARK, LLC	58547	DEC 2020 ASSEMNT SRVCS & POSTAGE	Postage and Freight	001-541006-51301	\$11.50
Check	296	12/29/20	Vendor	JOHNSTON'S SURVEYING INC.	35181	10/14/20 PARTIAL TOPOGRAPHIC SURVEY	R&M-User Supported Facility	001-546159-53910	\$3,500.00
Check	297	12/29/20	Vendor	NORTH SOUTH SUPPLY, INC.	3371432	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$61.97
Check	298	12/29/20	Vendor	SERVELLO & SONS INC	18134	DEC LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$5,016.77
Check	298	12/29/20	Vendor	SERVELLO & SONS INC	18134	DEC LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,619.00
Check	298	12/29/20	Vendor	SERVELLO & SONS INC	18134	DEC LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$13,031.40
Check	298	12/29/20	Vendor	SERVELLO & SONS INC	18202.	DEC 2020 East Lake Berm	mulch	001-534065-53902	\$26.25
Check	298	12/29/20	Vendor	SERVELLO & SONS INC	18202.	DEC 2020 East Lake Berm	hort turf	001-534172-53902	\$67.17
Check	298	12/29/20	Vendor	SERVELLO & SONS INC	18202.	DEC 2020 East Lake Berm	maint contract	001-534171-53902	\$560.00
Check	299	12/29/20	Vendor	SUN PUBLICATIONS DBA	266777	12/17/20 NOTICE OF MEETING	Legal Advertising	001-548002-51301	\$70.86

## HARMONY

### Community Development District

#### Payment Register by Bank Account

For the Period from 12/1/20 to 12/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
ACH	DD749	12/22/20	Employee	STEVEN P. BERUBE	PAYROLL	December 22, 2020 Payroll Posting			\$184.70
ACH	DD750	12/22/20	Employee	MICHAEL J. SCARBOROUGH	PAYROLL	December 22, 2020 Payroll Posting			\$184.70
ACH	DD751	12/22/20	Employee	TERESA KRAMER	PAYROLL	December 22, 2020 Payroll Posting			\$184.70
ACH	DD752	12/22/20	Employee	DANIEL LEET	PAYROLL	December 22, 2020 Payroll Posting			\$184.70
ACH	DD753	12/17/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501113020 ACH	11/28/20-12/27/20 0050284835-01 Internet	Misc-Security Enhancements	001-549911-53910	\$99.98
ACH	DD754	12/17/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401120720 ACH	12/06/20-01/05/21 0050284834-01	Misc-Security Enhancements	001-549911-53910	\$123.98
ACH	DD755	12/17/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	83356 ACH	PAYROLL PE 11/29/20	ProfServ-Field Management	001-531016-53901	\$10,699.00
ACH	DD756	12/17/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	83483	PAYROLL PE 12/13/20	ProfServ-Field Management	001-531016-53901	\$10,416.13
ACH	DD757	12/29/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	83597 ACH	PAYROLL PE 12/27/20	ProfServ-Field Management	001-531016-53901	\$10,545.84
ACH	DD758	12/29/20	Vendor	SPRINT SOLUTIONS, INC. - ACH	244553043-088 ACH	10/26/20-11/25/20 244553043	Communication - Telephone	001-541003-53910	\$328.52
ACH	DD759	12/29/20	Vendor	TOHO WATER AUTHORITY - ACH	111720 ACH	***Voided Voided***			\$0.00
ACH	DD760	12/29/20	Vendor	TOHO WATER AUTHORITY - ACH	58389-113020	11/01/20-11/30/20 WATER UTILITY	Utility - Water & Sewer	001-543021-53903	\$411.42
ACH	DD764	12/28/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	120820-9921 ACH	11/09/20-12/08/20 ELECTRIC UTILITIES	Electricity - General	001-543006-53903	\$3,349.71
ACH	DD764	12/28/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	120820-9921 ACH	11/09/20-12/08/20 ELECTRIC UTILITIES	Electricity - Streetlighting	001-543013-53903	\$8,323.90
ACH	DD765	12/30/20	Vendor	TOHO WATER AUTHORITY - ACH	111720 ACH	10/17/20-11/17/20 UTILITY SRVCS	Utility - Water & Sewer	001-543021-53903	\$5,082.47
ACH	DD766	12/30/20	Vendor	TOHO WATER AUTHORITY - ACH	111720 ACH CORR	10/17/20-11/17/20 UTILITY SRVCS-CORRECTION	Utility - Water & Sewer	001-543021-53903	\$269.89
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	1. 7-ELEVEN - GAS	001-546104-53910	\$40.00
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	2.SUNOCO-GAS	001-546104-53910	\$46.92
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	3.AMAZON-SAFETY HELMET	001-546073-53910	\$27.30
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	4.AMAZON-BRUSH CUTTER	001-546073-53910	\$37.50
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	5.AMAZON-CONCRETE DRILL BITS	001-546225-53910	\$17.99
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	5.AMAZON-HEDGE TRIMMER	001-546073-53910	\$56.94
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	6.AMAZON-LUBE	001-546104-53910	\$18.99
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	7.AMAZON-BRAKE CLEANER	001-546104-53910	\$34.99
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	8.AMAZON-SOLAR SPOTLIGHTS	001-546225-53910	\$47.99
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	9.AMERA TRAIL-UTILITY TRAILER	001-568130-53910	\$2,606.93
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	10.AMAZON-PRO BRUSCHCUTTER & BLAD	001-546073-53910	\$594.29
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	11.SUNOCO-GAS	001-546104-53910	\$61.61
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	12.AMAZON-SPARK PLUGS	001-546104-53910	\$13.56
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	13.AMAZON-SPARK PLUGS	001-546104-53910	\$11.03
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	14.AMAZON-CELL PHONE SCREEN PROTECTORS	001-549900-53910	\$13.95
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	15.WAWA-GAS	001-546104-53910	\$54.58
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	16.AMAZON-RECOIL STARTER	001-546084-53910	\$39.94
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	17.AMAZON-LENOVO IDEAPAD	001-549900-53910	\$483.74
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	18.AMAZON-WINCH	001-546104-53910	\$112.99
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	19.AMAZON-BALL COUPLER LOCK	001-546104-53910	\$41.36
ACH	DD768	12/07/20	Vendor	CARDMEMBER SERVICES	111020-0832 ACH	CC PURCH THRU 11/10/20	20.7-ELEVEN-GAS	001-546104-53910	\$30.00
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	3.WINN-DIXIE-water	001-549900-53910	\$33.00
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	4.PAYPAL-phone covers	001-549900-53910	\$99.30

## HARMONY Community Development District

**Payment Register by Bank Account**  
For the Period from 12/1/20 to 12/31/20  
(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	5.SUNOCO-gas	001-546104-53910	\$50.69
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	6.AMAZON-boat canopy	001-546223-53910	\$379.98
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	7.AMAZON-wall clock	001-549900-53910	\$6.31
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	8.AMAZON-leaf rake	001-546074-53910	\$116.94
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	9.AMAZON-lenova Ideapad	001-549900-53910	\$422.21
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	10.AMAZON-washer pump	001-546041-53902	\$301.99
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	11.AMAZON-brushcutter	001-546073-53910	\$599.95
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	12.AMAZON-padlock	001-549900-53910	\$35.28
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	13.AMAZON-drill brush attachment	001-546225-53910	\$17.99
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	14.AMAZON-safety helmets & ear muffs	001-546073-53910	\$27.30
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	15.AMAZON-no parking signs	001-549900-53910	\$19.95
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	16.SUNOCO-gas	001-546104-53910	\$47.47
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	17.AMAZON-hedge trimmer	001-546073-53910	\$156.15
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	18.AMAZON-motor oil	001-546084-53910	\$51.96
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	19.AMAZON-pressure wash gun	001-546084-53910	\$49.99
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	20.WAWA-gas	001-546104-53910	\$52.89
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	21.AMAZON-phone case	001-549900-53910	\$57.94
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	22.JAMI TIRES-2 tires	001-546224-53910	\$27.95
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	25.PAYPAL-rplcmnt office canopy	001-546159-53910	\$160.00
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	26.SUNOCO-gas	001-546104-53910	\$26.61
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	27.7-ELEVEN-GAS	001-546104-53910	\$30.00
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	28.AMAZON	001-549900-53910	\$45.08
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	28.AMAZON-dock guard	001-546223-53910	\$117.56
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	29.AMAZON-glass cleaner	001-546104-53910	\$15.30
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	30.HOME DEPOT	001-549001-53910	\$149.78
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	31.AMAZON-paint brushes	001-549001-53910	\$36.13
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	32.AMAZON-shovel	001-546041-53902	\$59.54
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	33.APPLEi cloud storage jan	001-549900-53910	\$2.99
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	34.AMAZON-boat fender	001-546223-53910	\$44.25
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	35.HOME DEPOT	001-546225-53910	\$405.44
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	36.SUNOCO-GAS	001-546104-53910	\$58.86
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	37.FRGN TRANS FEE-PAYPAL	001-549900-53910	\$3.20
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	38.FRGN TRANS FEE-PAYPAL	001-549900-53910	\$1.98
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	1.AMAZON-NVR RCD PRODUCT	001-546073-53910	(\$594.29)
ACH	DD770	12/09/20	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	2.AMAZON-NVR RCD PRODUCT	001-549001-53910	(\$56.94)
ACH	DD770	01/00/00	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	PARTIAL INVOICE PAYMENT	N/A	(\$2,993.00)

**Account Total** \$1,400,595.08

<b>Total Amount Paid</b>	<b>\$1,400,595.08</b>
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**COPY**  
**Monthly Credit Card Purchases**  
**Dec-20**

Date	Vendor	Description	Amount
11/12/2021	Amazon	Refund for item not received	(594.29)
11/13/2021	Amazon	nvr rcd product	(56.94)
11/12/2021	winn dixie	water	33.00
11/12/2021	pay pal	phone covers	99.30
11/12/2021	sunoco	gas	50.69
11/12/2021	amazon	boat canopy	379.98
11/13/2021	amazon	wall clock	6.31
11/13/2021	amazon	leaf rake	116.94
11/13/2021	amazon	lenova ideapad	422.21
11/13/2021	amazon	washer pump	301.99
11/13/2021	amazon	brushcutter	599.95
11/17/2021	amazon	padlock	35.28
11/17/2021	amazon	drill brush attachment	17.99
11/18/2021	amazon	safety helmets & ear muffs	27.30
11/18/2021	amazon	no parking signs	19.95
11/19/2021	sunoco	gas	47.47
11/19/2021	amazon	hedge trimmer	156.15
11/19/2021	amazon	motor oil	51.96
11/19/2021	amazon	pressur wash gun	49.99
11/20/2021	wawa	gas	52.89
11/24/2021	amazon	phone case	57.94
11/24/2021	jami tires	2 tires	27.95
11/25/2021	paypal	rplcmnt office canopy	160.00
11/25/2021	sunoco	gas	26.61
11/25/2021	7-eleven	gas	30.00
11/25/2021	amazon	deadbolt lock	45.08
11/27/2021	amazon	dock guard	117.56
11/25/2021	amazon	glass cleaner	15.30
12/2/2021	home depot	paint,poly rolls,extension pole,pet tray liner,acrylic sheet,roller frame	149.78
12/2/2021	amazon	paint brushes	36.13
12/3/2021	amazon	shovel	59.54
12/3/2021	apple.com/bill	l cloud storage	2.99
12/7/2021	amazon	boat fender	44.25
12/9/2021	home depot	roller tray and paint	405.44
12/9/2021	sunoco	gas	58.86
11/12/2021	frn trans fee	paypal	1.98
11/25/2021	frn trans fee	paypal	3.20
		<b>TOTAL</b>	<b>3,060.73</b>

# **NINTH ORDER OF BUSINESS**

**9A**

## Relocating West Entrance Crosswalk

### Request from Osceola County Traffic Division

During the late summer/early fall of 2020 Osceola County milled and paved Five Oaks Drive from the west entrance to the traffic circle with Schoolhouse Drive. During this paving project Osceola County Traffic Operations noted that the current placement of the crosswalk traversing Five Oaks Drive near US 192 presents a potential hazard to pedestrians by vehicles rapidly exiting US 192 onto Five Oaks Drive. This issue was brought to the attention of Harmony's District Manager on November 3, 2020 who then brought it to the Board during the November 2020 meeting. After discussion, the Board requested a cost estimate for sidewalk and curb changes required to relocate this crosswalk and whether the County would be able to provide a pedestrian activated flashing light for the new crosswalk location.

11/20/2020 @ 4:30 pm – Spoke with Gary Yeager, Osceola County Traffic Operations Director concerning relocation of crosswalk from Five Oaks and US 192 to Five Oaks and Dark Sky/Milkweed. I asked about the possibility of the County placing a sign with pedestrian activated flashing lights on the crosswalk in place of the proposed crossing signs. He indicated that the County just received funding in October for 3 sets of flashing warning signs; one has already been allocated and two still available. He will put our request before the committee at its next meeting, which has not yet been scheduled (next 4-8 weeks). He indicated, however, that they usually allocate these signs for crosswalks that traverse roadways with speed limits of 40+ mph or heavily trafficked. He will let us know the committee's decision. I also inquired about the cost of these signs and he said the parts for these signs would cost \$5000/sign, so \$10,000 for the crossing and an additional \$1200 per sign for installation by a private vendor. The unlighted signs the County has proposed for the crossing cost the County \$20/pole and \$40/sign with County installation.

I inquired about the current controversy concerning the flashing yellow causing drivers to speed up. He indicated that studies have shown that in Florida, approximately 30% of drivers stop for pedestrians in a crosswalk without a stop sign, while 90% of drivers stop for pedestrians in a crosswalk with the flashing yellow light signaling that a pedestrian is present. The current controversy being addressed in Tallahassee is based on a child fatality that occurred at a crosswalk in Brevard on A-1-A while she was heading to the beach.

Harmony currently has four crosswalks located mid-street that do not have stop signs associated with them. The first crosses Cupseed from the rear of the Community School to Beargrass. The second crosses Schoolhouse from Primrose Willow to the Lakefront recreational area. The third crosses Five Oaks southeast of Cordgrass, near the start of housing on Five Oaks. The fourth crosses Schoolhouse near Butterfly to the front of the Community School.

Arrow Paving has estimated the cost of adding sidewalk extensions, ADA compliant ramps and curb cuts to Dark Sky and Milkweed at \$5,300.

**Option 1—No change.** County replaces striping for crosswalk at west entrance near U.S. 192 on Five Oaks Drive. Not recommended as Osceola County Traffic Operations has notified Harmony that this placement is unsafe. (No cost to HCDD)

**Option 2—Remove crosswalk and no replacement.** Remove crosswalk at the west entrance near U.S. 192 on Five Oaks Drive. This would entail removing the portion of the sidewalks on either side of Five

Oaks Drive that turn toward the street and resodding those areas. Would not be necessary to remove concrete pad in median. Do not replace crosswalk, so first crosswalk would be at stop sign on traffic circle at Schoolhouse and Five Oaks. (**Cost** to HCDD estimated to be **\$3300** to remove turning portions of sidewalk and repair curb cuts)

**Option 3—Remove and Relocate crosswalk.** Remove crosswalk at the west entrance near U.S. 192 on Five Oaks Drive. This would entail removing the portion of the sidewalks on either side of Five Oaks Drive that turn toward the street and resodding those areas. Would not be necessary to remove concrete pad in median. Relocate crosswalk to Five Oaks where Dark Sky and Milkweed intersect, with signage and striping provided by County (with or without flashing lights). HCDD will be responsible for providing ADA compliant ramps and curb cuts. (**Cost** to HCDD estimated to be **\$8600**=\$5300 for new ramps + \$3300 for removal and curb cut repair)

**Option 4—Remove and Relocate crosswalk with flashing light signage.** Remove crosswalk at the west entrance near U.S. 192 on Five Oaks Drive. This would entail removing the portion of the sidewalks on either side of Five Oaks Drive that turn toward the street and resodding those areas. Would not be necessary to remove concrete pad in median. Relocate crosswalk at Five Oaks where Dark Sky and Milkweed intersect, with flashing light signage. HCDD will be responsible for providing ADA compliant ramps and curb cuts at Dark Sky and Milkweed. (**Cost** to HCDD if County provides flashing lights estimated to be **\$8600**; **Cost** to HCDD if HCDD provides flashing lights estimated to be **\$21,800**)

**FAX**  
(407) 658-6786



**CALL ANYTIME**  
(407) 851-3141

**EMAIL**  
ArrowPavement@aol.com

3936 Semoran Blvd. #118  
Orlando, FL 32822

**WEBSITE**  
www.arrowpavement.com

SUBMITTED TO: Harmony District		PHONE: 301-2235	DATE: 12/7/2020
STREET: 313 Campus St.		EMAIL: gerhardharmony@gmail.com	
CITY: Celebration	STATE: FL	ZIP:	
JOB NAME: Harmony District	JOB LOCATION: Harmony District		

We are pleased to submit this estimate for material and labor to improve the life and appearance of your asphalt surface and to aid in your business success. Our following recommendations are in accordance with the general practices and standards of the asphalt paving industry. We pride ourselves in being Orlando's oldest sealcoating company, established in 1978.

**NEW WORK/OR REPAIR WORK**

PATCHING: <input type="checkbox"/>	CARSTOPS: <input type="checkbox"/>
CURBING: <input type="checkbox"/>	OVERLAYS: <input type="checkbox"/>
SAWCUTTING: <input type="checkbox"/>	

**SEALING**  sq. ft.

COATS: <input type="checkbox"/>	SPRAY METHOD: <input type="checkbox"/>
COAT: <input type="checkbox"/>	DRAG METHOD: <input type="checkbox"/>

**PREPARATION**

SWEEP AND/OR VACUUM:   
ASPHALT SURFACES

**PAVING**  sq. yd.

OVERLAY:

PAINT CARSTOPS: <input type="checkbox"/>	EA.	SPEED BUMPS: <input type="checkbox"/>
YELLOW LINES: <input type="checkbox"/>	FT.	ARROWS: <input type="checkbox"/>
WHITE LINES: <input type="checkbox"/>	FT.	HANDICAPS: <input type="checkbox"/>
YELLOW CURBS: <input type="checkbox"/>	FT.	STOP BARS: <input type="checkbox"/>
WHITE CURBS: <input type="checkbox"/>	FT.	STENCILLING: <input type="checkbox"/>

<b>SEALING</b>	<hr/>
<b>PAVING</b>	<hr/>
<b>STRIPING</b>	<hr/>
<b>ADDITIONAL WORK</b>	<b>\$3,300.00</b>
<b>TOTAL</b>	<b>\$3,300.00</b>

**ADDITIONAL WORK TO BE PERFORMED:**

Demo approximately 200 sf of 4" sidewalk and 20 lf of Valley curb. Form and pour 20 lf of type "F" curb. \$3300.00  
 Option 1- Demo 100 sf of 4" sidewalk and 20 lf of Valley curb. Form and pour 20 lf of type "F" curb. \$3000.00 (Option is not included in bid ~~total~~ may be added.

**WE PROPOSE** to complete the above work in accordance with above specifications for the sum of:

THREE THOUSAND THREE HUNDRED DOLLARS AND NO CENTS

\$3,300.00

**Payment due upon receipt-1.5% finance charge added past 30 days.**

When signed by customer and/or owner, this becomes a legal contract. Customer and/or owner acknowledges the checked items, attached exhibits and terms thereof. Proposal price effective for 30 days.

Authorized Signature   
GARY RUMPZA Sales Representative

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

Signature \_\_\_\_\_  
Date of Acceptance \_\_\_\_\_



**FAX**  
**(407) 658-6786**



**CALL ANYTIME**  
**(407) 851-3141**

**EMAIL**  
**ArrowPavement@aol.com**

3936 Semoran Blvd. #118  
Orlando, FL 32822

**WEBSITE**  
**www.arrowpavement.com**

SUBMITTED TO: Harmony Community Development District		PHONE: 301-2235	DATE: 12/1/2020
STREET: 313 Campus St.		EMAIL: gerhardharmony@gmail.com	
CITY: Celebration	STATE: FL	ZIP:	
JOB NAME: Harmony District	JOB LOCATION: Harmony District		

We are pleased to submit this estimate for material and labor to improve the life and appearance of your asphalt surface and to aid in your business success. Our following recommendations are in accordance with the general practices and standards of the asphalt paving industry. We pride ourselves in being Orlando's oldest sealcoating company, established in 1978.

**NEW WORK/OR REPAIR WORK**

PATCHING:  CARSTOPS:   
 CURBING:  OVERLAYS:   
 SAWCUTTING:

**SEALING**  sq. ft.

COATS:  SPRAY METHOD:   
 COAT:  DRAG METHOD:

**PREPARATION**

SWEEP AND/OR VACUUM:   
 ASPHALT SURFACES

**PAVING**  sq. yd.

OVERLAY:

PAINT CARSTOPS: <input type="text"/>	EA.	SPEED BUMPS: <input type="text"/>
YELLOW LINES: <input type="text"/>	FT.	ARROWS: <input type="text"/>
WHITE LINES: <input type="text"/>	FT.	HANDICAPS: <input type="text"/>
YELLOW CURBS: <input type="text"/>	FT.	STOP BARS: <input type="text"/>
WHITE CURBS: <input type="text"/>	FT.	STENCILLING: <input type="text"/>

<b>SEALING</b>	<hr/>
<b>PAVING</b>	<hr/>
<b>STRIPING</b>	<hr/>
<b>ADDITIONAL WORK</b>	<b>\$5,304.00</b>
<b>TOTAL</b>	<b>\$5,304.00</b>

**ADDITIONAL WORK TO BE PERFORMED:**

Demo approximately 169 sf of dirt and grass to proper grade. Demo 20 lf of F Curb, form and pour 169 sf of 4" sidewalk. Install 20 lf of drop down F Curb for ramp. Install (2) 6' x 8' ramps with truncated dome in concrete when poured.

**WE PROPOSE** to complete the above work in accordance with above specifications for the sum of:

FIVE THOUSAND THREE HUNDRED FOUR DOLLARS AND NO CENTS

**\$5,304.00**

**Payment due upon receipt-1.5% finance charge added past 30 days.**

When signed by customer and/or owner, this becomes a legal contract. Customer and/or owner acknowledges the checked items, attached exhibits and terms thereof. Proposal price effective for 30 days.

Authorized Signature \_\_\_\_\_  
 GARY RUMPZA Sales Representative

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

Signature \_\_\_\_\_  
 Date of Acceptance \_\_\_\_\_

**9B**

**9Bi**

COPY

# Harmony CDD Videography Proposal

Dan Leet

## Osceola County Board of County Commissioners

Public Information Office: 407-742-2000 (Mark Pino)

### BCC: Meeting

[Click here to watch the video in full screen.](#)



### Documents

Click on one of the documents below to view.

- [Online Agenda](#)
- [ADA Accessible Agenda Outline](#)
- [Action Minutes \(Formerly referred to as Meeting Actions\)](#)

## Osceola County Board of County Commissioners

Public Information Office: 407-742-2000 (Mark Pino)

- ▶ Main meetings utilize expensive equipment in a control room to mix board member microphones, lectern, video sources, etc. for boardroom speakers as well as recording and streaming use
  - ▶ TriCaster video production equipment, cameras, microphones, etc. total many tens of thousands of dollars
- ▶ County uses a Mevo camera to record smaller events, such as the State of the County speech
- ▶ County PIO is happy with and recommends Mevo cameras

## Osceola County Board of County Commissioners

Public Information Office: 407-742-2000 (Mark Pino)

- ▶ Vimeo Premium service used for live streaming and archival
- ▶ Rev captioning service is used for meeting transcription
  - ▶ \$1.25 per minute, 24 hour turn time
  - ▶ Video is linked directly from YouTube, Vimeo, etc. for captioning



## Legal Analysis

District Counsel - Tim Qualls

- ▶ Recording and broadcast (streaming) of CDD meetings is allowable, but ADA guidelines must be adhered to.
- ▶ Physical copies of the meeting recordings should be kept, in addition to any storage provided by video hosting services
- ▶ Comments should be disabled during broadcasts
- ▶ Data storage guidelines (1B-26.003) require consistent file names, offsite storage, and periodic checking of data.
  - Subsection 11: “If an agency cannot practicably maintain backups and preservation duplicates as required in this section, the agency shall document the reasons why it cannot do so”

## Mevo Start



- ▶ Built-in SD card for recordings
- ▶ Streaming-capable (Vimeo, YouTube, Facebook, etc) with simultaneous recording
- ▶ Control via iPhone or Android app
- ▶ Built-in Wi-Fi, or can use LTE via phone's hotspot
- ▶ 6-hour battery life
- ▶ 83° field of view captures entire meeting
- ▶ “Auto pilot” mode can automatically zoom in/out

## Mevo Start (Prices updated December 2020)



- ▶ \$399 - Mevo Start live event camera
- ▶ \$430 - Mevo Start + heavy duty tripod
- ▶ \$30 - Mevo Start Case
- ▶ Includes 16GB microSD card, which holds about 100 minutes of HD video
  - ▶ \$39 - 64GB microSD
  - ▶ \$80 - 128GB microSD
- ▶ Audio connector options
  - ▶ \$11 - 50' audio cable
  - ▶ \$159 - USB audio mixer
- ▶ \$90 - External Hard Drive

## PC-Based Webcam



- ▶ Quote prepared by Complete IT Solutions (via Inframark)
- ▶ Dedicated PC for Zoom streaming, recording
- ▶ PC also usable for projector use during meetings
- ▶ Video recorded with standard USB videoconferencing camera
- ▶ \$2,054.50 upfront cost includes cart, tripod, & sound system components
- ▶ \$30 per month for setup & (audio) recording collection

## Vimeo Hosting Plans



- ▶ Pro - \$240 per year
  - 20 GB / week weekly upload limit
  - About 2 hours, longer meetings may need to be uploaded across 2 weeks
  - Compression or reduced resolution may be another option
- ▶ Business -\$600 per year
  - No upload limits
  - Additional features
- ▶ Unlimited viewer bandwidth
- ▶ Video overlay support
- ▶ NO ADS for viewers

## Harmony CDD Recommendation A

- ▶ Purchase Mevo Start
  - ▶ \$650 (one-time) including case, tripod, memory card, audio cable, hard drive
- ▶ Purchase Vimeo Pro subscription
  - ▶ \$240 per year
  - ▶ 20 GB weekly upload limit should be enough for most meetings
- ▶ Purchase Dropbox account to satisfy electronic data backup requirements
  - ▶ \$199 per year for 3 TB plan (more than enough for 10 years of retention)
- ▶ Budget for Rev video captioning service
  - ▶ \$113 - \$225 per month, \$1350 - \$2700 per year depending on meeting length
- ▶ Stream meetings to YouTube (free), upload meeting videos to Vimeo for archival use and ADA compliance
- ▶ Store files on external hard drive, use Dropbox as remote backup service

## Harmony CDD Recommendation B

- ▶ Purchase Streaming PC from Complete IT
  - ▶ \$2,054.50 (one-time) including cart, tripod, camera, audio equipment
- ▶ Purchase Dropbox account to satisfy electronic data backup requirements
  - ▶ \$199 per year for 3 TB plan (more than enough for 10 years of retention)
- ▶ Budget for Rev video captioning service
  - ▶ \$113 - \$225 per month, \$1350 - \$2700 per year depending on meeting length
- ▶ Stream meetings to Zoom, upload meeting videos to YouTube following transcription
- ▶ Store files on external hard drive, use Dropbox as remote backup service



COPY

Thank you!

# 9Bii

YOUNG QUALLS, P.A.  
ATTORNEYS AND COUNSELORS AT LAW

216 South Monroe Street  
Tallahassee, Florida 32301

Reply To:  
Post Office Box 1833  
Tallahassee, FL 32302-1833

Telephone: (850) 222-7206  
Facsimile: (850) 765-4451

**MEMORANDUM**

To: Harmony CDD Board of Supervisors  
From: Young Qualls, P.A.  
Date: 09/19/2019 (Cites updated 11/20/2020)  
Re: Recording Meetings and Public Record Storage Medium

---

**Questions Presented**

1. May Harmony CDD record and broadcast the Board of Supervisors’ monthly meetings and if so, what are the legal considerations?
2. May a government use social media, such as Facebook, as a means of storing public records?

**Answer**

1. Yes, the CDD may record and broadcast public meetings (including broadcasting on Facebook), so long as the recording is maintained as a public record, the two-year retention schedule is kept, and the recording is in compliance with the Americans with Disabilities Act (ADA), namely providing closed captioning.
2. No, using social media as a means of storing public records does not adhere to Rule 1B-26.003, F.A.C. nor does it meet the Department of State, Division of Library and Information Services best practices.

**Discussion**

Public Purpose

Any expenditure for recording must be for a purpose that primarily benefits the public, with any private interest being incidental and secondary to the public purpose. *See O’Neill v. Burns*, 1998 So. 2d 1 (Fla. 1967). Here, the purpose is to provide residents within the CDD a means to watch the public meetings of the CDD Board of Supervisors. This serves a primarily public purpose and any private interest is incidental to such. Therefore, the CDD may record its public meetings, but it is not legally obligated to do so.

### Sunshine Law

Florida's Sunshine Law does not require public meetings to be filmed but, if they are, then the recordings become public records. Rule 1B-24.003(1) of the Florida Administrative Code lists the retention schedule for items subject to public record laws. Under the schedule #424, video recordings of official meetings, as defined in § 286.011(1), Florida Statutes, require retention of ten anniversary years from the date of the official meeting. Additionally, as a public record, it must be readily available for inspection and copying if requested by a member of the public. § 119.07, Florida Statutes. Thus, filming the meetings is not required but doing so entails additional CDD statutory requirements and expenses to maintain the recordings as public records and retain them for the requisite number of 10 anniversary years.

### ADA

The ADA requires public entities to ensure that a qualified individual with a disability is not excluded from participation in the public entity's activities. 42 U.S.C. § 12112. Additionally, public entities are required to furnish appropriate aids and services when needed to give disabled individuals an equal opportunity to participate in the public entity's services. 28 CFR § 35.160(b)(1). The definition given in the ADA regarding "auxiliary aids and services" includes interpreters or "other effective methods of making aurally delivered materials available to individuals with hearing impairments." 42 U.S.C. § 12103. Thus, any recording of the meetings must provide a means for a disabled individual to be able to watch the meeting with equal opportunity as a non-disabled individual. This means including closed captioning. *See Nat'l Ass'n of the Deaf v. Florida*, 318 F.Supp. 3d 1338 (S.D. Fla. 2018). This is a particularly important consideration given the increasing number of ADA-related lawsuits being brought against local governments for this exact issue. Furthermore, it is important to note that often, providing subtitles comes at considerable expense to the local government. Please refer to attached legal memorandum on ADA website compliance for further information.

### Retention of Recordings

Public records storage and maintenance is governed by Rule 1B-26.003, F.A.C. First, subsection 6 outlines the duties of the government for public records. The government must ensure that the system used meets state requirements for public access under Chapter 119, F.S. Rule 1B-26.003(6)(g), F.A.C.

Another relevant portion, subsection 10, deals with the selection of electronic records storage media. When selecting a medium for public records storage, the medium should "permit easy and accurate retrieval in a timely fashion" and "retain records in a usable format until their authorized disposition and, when appropriate, meet the requirements necessary for transfer to the Florida State Archives." Rule 1B-26.003(10)(a)-(b), F.A.C.

Additionally, the rule lists factors that should be considered before a medium is selected. The factors include: "the authorized retention of the records, the maintenance necessary to retain the records, the costs of storing and retrieving the records, the access time to retrieve stored records, the portability of the medium. . . , and the ability to transfer the information from one medium to

another.” Rule 1B-26.003(10)(f), F.A.C. Additional standards apply for long-term records, which are kept for more than 10 years. *Id.*

The Attorney General has determined that placing material on a government Facebook page in connection with official business is subject to Chapter 119, Florida Statutes. Op. Att’y Gen. Fla. 09-19 (2009). When information on the government’s Facebook page is a public record, it must be maintained following the public records retention schedules. *Id.*

The Department of State, Division of Library and Information Services is statutorily tasked with creating rules and procedures for public records management. *See* §§ 257.14; 257.36, Fla. Stat. The Department issued a guide, which touches on posting public records on social media. The guide advises that if an agency posts a copy of a public record on a social media site, it is not necessary to maintain that web copy indefinitely. *Electronic Records and Records Management Practices*, Div. Lib. & Inf. Svcs., Dep’t of State. However, for this to apply, the government’s record custodian must retain a copy in accordance with any applicable retention schedules. *Id.* The guide also suggests disallowing comments on any Facebook posts, as the comments may become part of the public record and must subsequently be retained. *Id.*

### **Conclusion**

Recording and broadcasting the Board of Supervisors’ monthly meetings is allowable. However, the legal considerations of public records retentions and ADA compliance must be weighed in making the decision to purchase a camera for the purpose of filming these meetings.

Additionally, while Facebook can be used as a medium for broadcasting public records, best practice for your District is to retain a physical copy in order to meet public records requirements. The Facebook posts should not allow commenting to ensure that the public does not comment and create more public records that must be retained. Finally, the storage medium must meet the requirements of Rule 1B-26.003, F.A.C.

# 9Biii

YOUNG QUALLS, P.A.  
ATTORNEYS AND COUNSELORS AT LAW

216 South Monroe Street  
Tallahassee, Florida 32301

Reply To:  
Post Office Box 1833  
Tallahassee, FL 32302-1833

Telephone: (850) 222-7206  
Facsimile: (850) 765-4451

**MEMORANDUM**

To: Harmony CDD  
From: Young Qualls, PA  
Date: September 20, 2019  
Re: Current State of the Americans with Disabilities Act Applied to the Harmony CDD Website

---

**Questions Presented**

What is the current state of website accessibility under the Americans with Disabilities Act and the requirements for local governments, including some practical options for a CDD to consider in order to make a good faith effort to comply with the ADA?

**Answer**

A public entity that provides services or communicates with constituents via the internet must ensure equal access except when doing so would result in an undue financial burden. 28 CFR Pt. 3, App. A. Case law is still unsettled in the area of government websites and ADA compliance. Therefore, while following practical steps show good faith by the District, we cannot guarantee that the District will not be subject to ADA litigation. At a bare minimum, language should be added to the website directing the hearing and visually impaired to a phone number where the individual can request the documents in another format.<sup>i</sup> Practically, the Board should consider implementing one or more of the following.

1. Remove all documents from the website that are not required statutorily and then ensure remaining documents are in a format that is readable by screen readers. This means that the removed documents can only be retrieved via a public records request.<sup>ii</sup>



2. Leave everything on the website but convert what is statutorily required into a readable format.
3. A full conversion to WCAG 2.0 standards. *See* <https://www.w3.org/TR/WCAG20/>

### Discussion

The Americans with Disabilities Act (“ADA”) has three subchapters covering discrimination. Title I prohibits discrimination in private employment; Title II prohibits discrimination by public entities; and Title III prohibits discrimination by a place of public accommodation. *See* 42 U.S.C. §§ 12112(a), 12131, 12182(a). Recently, “tester” lawsuits have increased for both vision impaired and deaf individuals. When the tester lawsuit involves a vision impaired individual, the individual alleges a company website is inaccessible using a screen reader. When the tester lawsuit involves a deaf individual, the lawsuit alleges that closed captioning is unavailable when on videos archived or livestreamed on the website. Currently, these “tester” lawsuits are transitioning to local governments across the state, alleging that documents located on the websites are incompatible with screen readers or that videos archived for streaming do not have closed captioning. The individual sends a letter to the local governmental entity requesting accommodation. After the letter is sent, then the individual can initiate legal action.

Title II of the ADA states that no person “shall be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity. 42 U.S.C. § 12312. To bring a Title II claim, a plaintiff must show that (1) he is a qualified individual with a disability; (2) that he was excluded from participation or denied the benefits of the services, programs, or activities of a public entity; (3) by reason of the disability. *Shotz v. Cates*, 256 F.3d 1007, 1079 (11th Cir. 2001). However, the

Eleventh Circuit of Florida case law regarding Title II cases involves only violations at specific government facilities. For example, in *Shotz*, the plaintiff sued Levy County because he was told he could not bring his service dog into the courthouse. *Id.* In *McCollum v. Orlando Regional Healthcare System, Inc.*, the plaintiff sued the public hospital due to lack of a sign language interpreter. 768 F.3d 1135, 1138 (11th Cir. 2014). There is no specific Title II case law dealing with government entity websites. Thus, there is no precedent in the public arena to guide a CDD. However, there are cases in the private arena which are informative.

Title III prohibits discrimination by private entities at “places of public accommodation.” 42 U.S.C. § 121812. This section of the ADA applies to both tangible barriers and intangible barriers to access at a place of public accommodation. *Rendon v. Valleycrest Prods., Ltd.* 294 F.3d 1279, 1283 (11th Cir. 2002). However, to successfully allege a Title III violation, there must be a nexus between the violation and a physical place of public accommodation. *Id.* at 1284. Thus, the main difference between Title II and Title III claims is that there must be a place of public accommodation for Title III claims, while there is nothing like this in the Title II realm.

Website accessibility case law centers around Title III violations. The case law involves the court making a determination of whether a website constitutes a place of public accommodation. *See Robles v. Domino’s Pizza, LLC*, 913 F.3d 898, 903 (9th Cir. 2019). The courts do this by determining whether a sufficient nexus between the physical location and website exists, while recognizing a distinction between “an inability to use a website to gain information about a physical location and an inability to use a website that impedes access to enjoy a physical location.” *Price v. Everglades College, Inc.* No. 6:18-CV-492-ORL-31GJK, 2018 WL 3428156, at \*2 (M.D. Fla. July 16, 2018). The court held that it is only when the inability to use a website impedes enjoyment of the physical location does sufficient nexus exist.

*Id.* An example for CDD purposes would be a disabled citizen trying to access the CDD board meeting online and being unable to.

For damages to be awarded under the ADA, the plaintiff must show that the defendant acted with “discriminatory intent.” *McCullum v. Orlando Reg’l Healthcare Sys., Inc.*, 768 F.3d 1135, 1146-47 (11th Cir. 2014). Discriminatory intent requires showing that the defendant was deliberately indifferent to statutory rights, which requires more than gross negligence. *Id.* The plaintiff can establish this by showing the defendant knew that harm to a federally protected right was substantially likely and failed to act on that likelihood. *Id.*

Courts throughout the Eleventh Circuit are struggling with how to apply Title II to website accessibility cases. Title II applies to websites – the DOJ explained that although the ADA does not explicitly cover website access, public entities that provide services online or communicate with constituents through the internet must ensure equal access for individuals with disabilities, unless doing so would be an undue financial burden. 28 C.F.R. § Pt. 35, App. A. Additionally, the legal obligations can be met by providing alternative access, “such as a staffed telephone information line.” *Id.* However, there is a lack of guidance from the DOJ on how to apply Title II to meet these requirements for websites, leaving District Courts split on how to address website accessibility cases.

The Southern District of Florida has dismissed Title II cases by applying the Title III website case law. See *Gil v. Broward Cty., Fla.*, No. 18-60282-CIV, 2018 U.S. Dist. LEXIS 225828 (S.D. Fla. May 7, 2018). The court agreed with the plaintiff that the ADA extended to non-physical spaces. *Id.* at \*6. However, the plaintiff did not allege the inability to use the website impeded access to defendant’s physical buildings and only alleged that he was denied access to information that exists on the website. *Id.* at \*7. The court pointed out that the ADA

does not require websites to be full-service for disabled persons and to require that all websites must interface with screen readers is too much of a leap for the court. *Id.*

However, recent rulings from the Middle District of Florida addressed the issue and found that the above analysis is incorrect in Title II cases. In *Price v. City of Ocala, Fl.*, the Court found that Title III case law was inapplicable to Title II cases and dismissed the case for lack of standing. 375 F.Supp. 3d. 1264 (M.D. Fla. 2019). The court stated that reliance on Title III case law would require a nexus between the physical location of the government and the website, which makes no sense given that Title II has no requirement that a violation be connected to a physical location. *Id.* at 1273. Additionally, the court found that the plaintiff did not state how the inaccessible information hindered his ability to be involved with the government. *Id.* at 1277. The court dismissed the case because the plaintiff's allegation is "akin to an allegation that he was harmed by the inaccessibility of the information itself." *Id.* See also *Gomez v. Marion Cty., Fla.*, 2019 U.S. Dist. LEXIS 89917 (M.D. Fla. May 10, 2019) (alleging inability to "learn about" the county is equivalent to alleging inaccessibility of the information is the harm).

Likewise, no standing was found in another case by the same plaintiff in the Middle District, following the reasoning of *Price v. Ocala*. See *Price v. Town of Longboat Key*, 2019 U.S. Dist. LEXIS 84086 (M.D. Fla. May 20, 2019). Additionally, the court reasoned that once aware of the plaintiff's need, the defendant acted to send the requested material to the plaintiff and because it did so, the plaintiff did not have a claim. *Id.* at \*16.

#### CDD Website Best Practices

To avoid discriminating against individuals with disabilities, public entities must make reasonable modifications to procedures, unless it can be demonstrated that the modification

would “fundamentally alter” the nature of the service. 28 CFR § 35.130(b)(7)(i). Public entities are required to furnish appropriate aids and services when needed to give disabled individuals an equal opportunity to participate in the public entity’s services. 28 CFR § 35.160(b)(1). Additionally, the aid or service varies with the context in which the communication is taking place and must be given in an accessible format in a timely manner. 28 CFR § 35.160(b)(2).

As mentioned above, DOJ believes that these accommodations apply to websites. A public entity that provides services or communicates with constituents via the internet must ensure equal access except when doing so would result in an undue financial burden. 28 CFR Pt. 3, App. A. Thus, the ADA only requires “reasonable modifications” and does not require a public entity to use any and all means to make the information accessible, only to provide reasonable modifications that do not fundamentally change the nature of the service or impose undue burden. *Bircoll v. Miami-Dade Co.*, 480 F.3d 1072, 1081 (11th Cir. 2007). However, the Eleventh Circuit also noted in *Bircoll* that what is “reasonable” is a highly fact specific determination relative to the specifics of the case. *Id.* at 1085-86.

An example of an application of the “reasonable modification” principle comes from the Middle District’s decision in *Price v. City of Longboat Key*. There, the city mailed the plaintiff a thumb drive with the documents that were requested in the accommodation letter. 2019 U.S. Dist. LEXIS 84086 (M.D. Fla. May 20, 2019). The court found that although this may not have been the plaintiff’s preferred method of delivery, the city met its legal obligations to provide an alternative accessible means to the information. *Id.* at \*13. Thus, the determination of a reasonable modification must be made on a case-by-case basis.

In Title III cases, plaintiffs ask for, and some courts have required, public accommodations to meet the Web Content Accessibility Guidelines (WCAG) 2.0 criteria. *See*

*Gil v. Winn-Dixie Stores, Inc.* 257 F.Supp. 3d 1340 (S.D. Fla. 2017); *Andrews v. Blick Art Materials, LLC*, 286 F.Supp. 365, 370 (E.D.N.Y. 2017); *Robles v. Domino's Pizza, LLC*, 913 F.3d 898 (9th Cir. 2019). Winn-Dixie appealed the Southern District of Florida's decision to the Eleventh Circuit, and is awaiting decision. These guidelines are developed by a private group, the World Wide Web Consortium (W3C), and are considered the industry standard for web content.

The WCAG 2.0 standards require alternatives that allow the information to be perceivable, operable, readable, and robust enough to be interpreted reliably by a wide variety of assistive technologies. The guidelines are grouped under the above principles. The guidelines under the "Perceivable" principle are as follows: provide text alternatives for non-text content; provide alternatives for time-based media; create adaptable content; and distinguish foreground from background. Under the "Operable" principle, the guidelines are: make all functionality accessible from the keyboard; provide users enough time to read; do not design content in a way that is known to cause seizures; and provide ways to help users navigate. Under the "Understandable" principle: make text content readable; make web pages appear in predictable ways; and help users avoid mistakes. Finally, the "Robust" principle includes maximizing compatibility with current and future technologies. However, while WCAG has been recognized as industry standards as applied in Title III cases, and a public entity may receive the benefit of converting to these standards, this does not guarantee ADA compliance in the Title II context.

### **Conclusion**

Under Title II of the ADA, what must be accessible online is the "services, programs, or activities" of the Harmony CDD, including any services offered through the website. Arguably, there are no services offered on the Harmony CDD website. However, in order to make a good

faith effort to comply with the ADA, the CDD should ensure that those items required under Chapter 189, Florida Statutes, be on the website. In addition, on the website's homepage citizens should be directed to a phone number where they are able to request access to any statutorily required CDD information.

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<sup>i</sup> The Northern District of Florida recently found that the City of Pensacola showed a willingness to work with the visually impaired individual when it included the following language: "If for some reason, your reader does not work in helping to view the information on our website, please let the Human Resources team know (850-435-1720) and we will work with you to ensure you receive/review the documents of interest." *Gil v. City of Pensacola*, 2019 U.S. Dist. LEXIS 145843 (N.D. Fla. Aug. 22, 2019) (Order Granting Motion to Dismiss, n. 1.)

<sup>ii</sup> A CDD website must include all the items set forth in section 189.016, Florida Statutes as follows: (1) The full legal name of the special district; (2) The public purpose of the special district; (3) The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district; (4) The fiscal year of the special district; (5) The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers; (6) The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district; (7) A description of the boundaries or service area of, and the services provided by, the special district; (8) A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider; (9) The primary contact information for the special district for purposes of communication from the department; (10) A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions; (11) The budget of the special district and any amendments thereto in accordance with s. 189.016; (12) The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district; (13) A listing of its regularly scheduled public meetings as required by s. 189.015(1); (14) The public facilities report, if applicable; (15) The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g); (16) At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.



**9Biv**

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**Customer Contact Information:**

thomas test  
5557 Geiger Estates Drive  
Zephyrhills, FL 33541

Estimate # 2323  
Estimate Date 12-17-20  
Sales Team Member

**Total \$2,054.50**

(Estimate Valid For 30-Days)

Item	Description	Unit Cost	Quantity	Line Total
Products (All)	Media Cart	\$329.95	1.0	\$329.95
Products (All)	Microphone System - 4 held Held Microphones	\$399.95	2.0	\$799.90
Audio (All)	XLR USB C Audio Interface Device w/ Visual input screen	\$239.95	1.0	\$239.95
Audio (All)	XLR 1/4" Cable	\$19.95	2.0	\$39.90
Products (All)	PDU 1U	\$49.95	1.0	\$49.95
Products	Computer speakers	\$29.95	1.0	\$29.95
Products (All)	Logitech Webcam	\$139.95	1.0	\$139.95
Products	Tripod	\$49.95	1.0	\$49.95
Tech Labor	Assembly, Delivery, Training	\$125.00	3.0	\$375.00

**THIS IS ONLY AN ESTIMATE**

Subtotal \$2,054.50  
Tax (if applicable) \$0.00

**Estimate Total \$2,054.50**

Please refer to contract or Complete I.T. Corp website for additional details including but not limited to warranty information.

