

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**February 25, 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

**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

February 18, 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, February 25, 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. Closed Litigation Session**

*At this time the meeting will be in recess for the Board to conduct a private attorney-client session concerning pending litigation as requested by the Attorney for the District and as authorized by Section 286.011, Florida Statutes. The private session is for the purpose of discussing settlement and strategy for the pending matter of the Davey Tree Expert Company vs. Harmony Community Development District; in the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida, Case No. 2018 CA 003208 CI.*

*The Board, the District Manager, and the Attorney(s), for the District will attend the meeting. A court reporter will be present at the session and a transcript will be available after the conclusion of the litigation.*

*The regular board meeting will resume upon conclusion of this closed session.*

**3. Audience Comments (Maximum of 3 Minutes per Speaker)**

**4. Brownies Septic & Plumbing Invoices Discussion** ..... [Page 5]

**5. Approval of Minutes for:**

**A. January 28, 2021 – Regular Monthly Meeting** ..... [Page 10]

**6. Subcontractors’ Reports**

**A. Servello Landscape Solutions**

i. Grounds Maintenance Status

**7. Staff Reports**

**A. District Engineer**

i. Monthly Report

ii. Discussion of FGT Review of Garden Road ..... [Page 24]

iii. Austin Environmental Monitoring Report Update ..... [Page 28]

iv. Discussion of Foot Bridge Repairs {Long Pond}

**B. District Counsel**

i. Policy Documents

a. Draft Procurement Procedures ..... [Page 48]

b. {No others to be considered at this time}

ii. Consideration Of District Counsel Flat Fee Billing ..... [Page 55]

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
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**C. Field Manager**

- i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*) ..... [Page 58]
- ii. Facility Use Records (*Inclusive - Boats & Other*) ..... [Page 61]
- iii. Resident Submittals (*Facebook & Direct*) ..... [Page 65]
- iv. Pond Maintenance (*Chart & Map*) ..... [Page 67]
- v. Wetlands Report (*Chart & Map*) ..... [Page 70]
  - a. Mitigation Photographs ..... [Page 72]

**8. District Manager’s Report**

**A. Financial Statements for January 31, 2021** ..... [Page 76]

**B. Approval of: #250 Invoices, Check Register, & Card Purchases** ..... [Page 90]  
*[Invoices and Card Receipts Available Upon Request]*

**C. Facilities Usage Applications**

- i. Farmer’s Market – Awaiting Fusilier Response
- ii. Harmony Church – Student Ministry @ Buck Lake Pavilion ..... [Page 100]

**9. Business Discussions**

**A. Consideration of West Entrance Crosswalk Revisions**

- Osceola County Traffic Division Request ..... [Page 106]
- Arrow Proposal 14232 (Install New) ..... [Page 109]
- Arrow Proposal 14238 (Remove Old) ..... [Page 110]

**B. Consideration of Accepting Dedication Deeds**

- Tract E: 30-26-32-2877-0001-00E0 (0.61 acres) ..... [Page 112]
- Tract F: 30-26-32-2877-0001-00F0 (0.10 acres) ..... [Page 114]
- Tract G: 30-26-32-2877-0001-00G0 (0.10 acres) ..... [Page 116]

**C. Consideration of District Meeting Video Recordings**

- i. Videography Proposal ..... [Page 121]
- ii. Memo – Records Retention ..... [Page 134]
- iii. Memo – ADA Compliance ..... [Page 137]
- iv. Equipment Cost Estimate ..... [Page 146]

**D. Discussion of District Vehicles & Equipment Maintenance**

**E. Discussion of Field Services Activities & Work Load**

**F. February 18, 2021 Workshop Items Consideration**

**G. Feathergrass Resident Petition RE: Playground** ..... [Page 148]

**10. Supervisor Requests**

**A. Status of VC-1 Survey Monkey** ..... [Page 154]

**B. Consideration of Reserve Study**

**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

## **Fourth Order of Business**

## RELEASE AND WAIVER OF CLAIMS

**THIS RELEASE AGREEMENT** made and entered into this \_\_\_ day of February 2021, by and between Brownie’s Septic and Plumbing LLC (“Contractor”), whose address is 4949 N. Orange Blossom Trail, Orlando, FL 32810, and the Harmony Community Development District (“District”), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”). The Parties have disputes and differences, which they seek to settle here, with regard to the contract entered into for Stormdrain Pipe Removal and Installation Services (“Project”) dated August 28, 2020 (the “Contract”). *See* Exhibit 1.

The Contractor represents and warrants that it has been paid and has received (or that it will be paid and will receive via proceeds from this final payment release) **\$44,859.00**, in addition to the deposit of \$25,000 that was paid upon entering the Contract for a **total of \$69,859.00**, as full and final settlement under the Contract for the services received by the District. In consideration for this final payment, and other good and valuable consideration, receipt of which is acknowledged, the undersigned makes the following representations and warranties:

1. The Contractor and District have fully settled all terms and conditions of the Contract, as well as any other written or oral commitments, agreements, and/or understandings in connection with the Contract, including, but not limited to, all claims arising out of any written agreements between the Parties from the beginning of time to the date of this executed Release. The undersigned acknowledges that this Release is binding upon the heirs, representatives, and successors of either party.
2. The Contractor does hereby fully and completely discharge and release the District, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from its lien filed in the official records of Osceola County on October 7, 2020, in Book 5808 Page 1060 , and from any and all causes of action, suits, debts, accounts, promises, damages, liens, encumbrances, change orders, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the Contractor ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract.
3. By the final payment, the Contractor acknowledges it has been paid in full (or it will be paid in full via proceeds from this final payment release) for the labor, services, and

materials in connection with the Contract, including all work performed or any materials provided by its subcontractors, vendors, suppliers, materialmen, laborers, or other persons or entities.

4. The Contractor has paid in full (or it will pay in full via proceeds from this final payment release) all its subcontractors, vendors, suppliers, materialmen, laborers, and other person or entity providing services, labor, or materials to the Project; there are no outstanding claims, demands, or rights to liens against the Contractor, the Project, or the District in connection with the Contract on the part of any person or entity; and no claims, demands, or liens have been filed against the Contractor, the Project, or the District relating to the Contract.
5. The Contractor shall indemnify, defend, and hold harmless the District from any action, proceeding, arbitration, claim, demand, lien, or right to lien relating to the Contract, and shall pay any costs, expenses, and/or attorneys' fees incurred by the District in connection therewith.
6. The undersigned does hereby further acknowledge that the foregoing Release has been read prior to the signing thereof, is fully understood as to its intent, purpose and effect, and has been reviewed and approved as to the form and content thereof by legal counsel.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of February 2021.

BROWNIE’S SEPTIC & PLUMBING, LLC

BY: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_

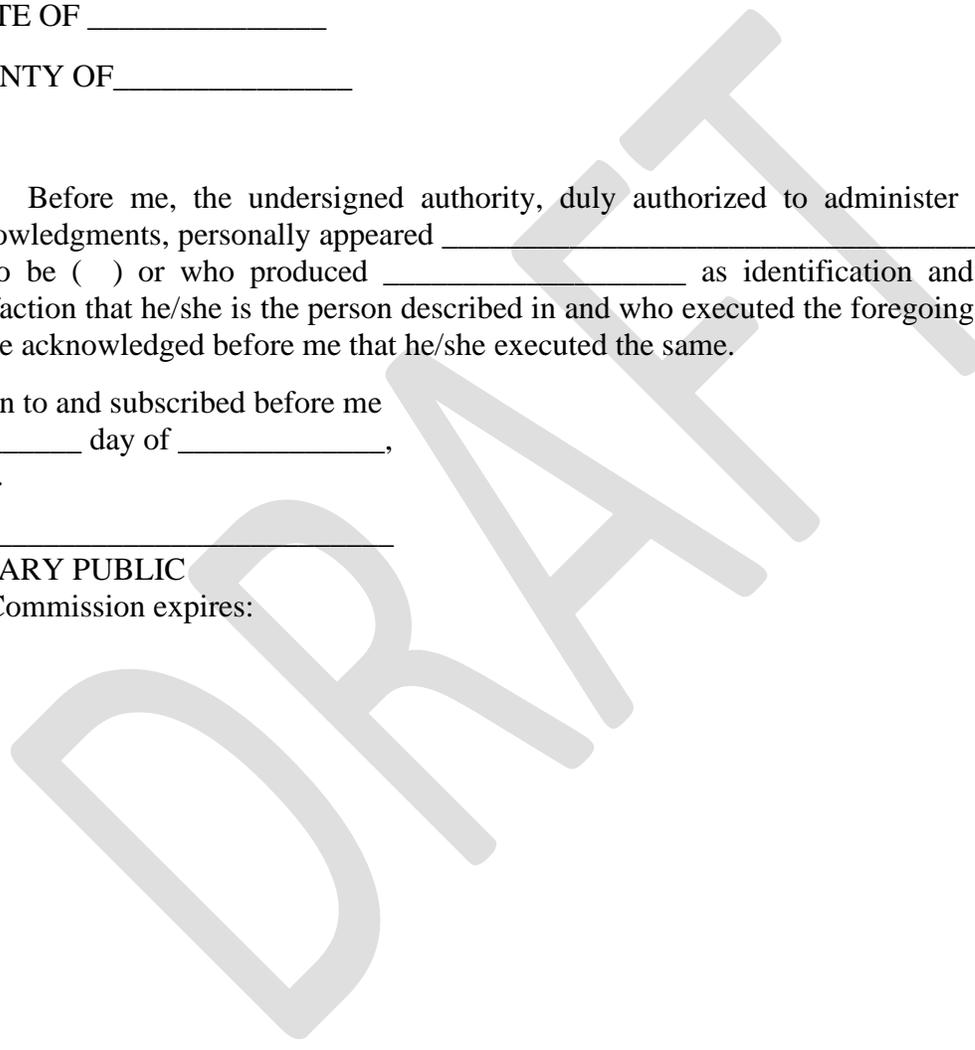
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ ( ) known to me to be ( ) or who produced \_\_\_\_\_ as identification and proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:



## **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, January 28, 2021, 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

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
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 January 28, 2021 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**

**Audience Comments**

Mr. TJ Ledbetter, Feathergrass Court, addressed a request for an upgrade to the playground equipment and presented a petition from the residents of Feathergrass.

**THIRD ORDER OF BUSINESS**

**Draft In-Person Meeting Policy**

Supv Kramer addressed the Draft In-Person Meeting Policy during COVID-19 pandemic.

Discussion followed on the policy.

On MOTION by Supv Kassel seconded by Supv Leet, with Supv Kassel, Supv Leet and Supv Kramer voting aye and Supv Berube voting nay, the In-Person Meeting Policy was approved. (3-1)

Ms. Kramer outlined the In-Person meeting policy.

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**FOURTH ORDER OF BUSINESS**

**Brownies Septic & Plumbing Discussion**

Supv Kramer noted at the last meeting there was a substantial interest hearing with folks from Brownies. Today they need to determine what they feel is a reasonable payment for the repair done, deducting any deficiencies in the contract – compaction, re-sodding and repair of sidewalk.

Supv Berube outlined the initial work and repair contract.

Discussion continued on the contract, work and deficiencies.

Total contract for completed job - \$57,109.00 [fixed cost]

Dewatering - \$15,000.00

Sidewalk repairs, compaction and re-sodding - \$17,250.00

Mr. Qualls requested Mr. Boyd tell the Board his involvement in the project and his observations on the work done and the quality of the work.

Mr. Boyd noted his involvement was to come out the first time to see initial setup. His main observation at that time was there was not sufficient dewatering in place and what he conveyed to them verbally. After that his observations were that the project was proceeding extremely slow in the times he would stop by and no one was onsite. The other observation and concern were that he had told them not to remove any of the pipe until they had determined exactly what needed to be replaced and had the material onsite. In the last site visit they had sawed out the top of the existing pipe and laid it on the ground next to the excavation and again, no one was onsite, at that point they were talking about them possibly backfilling the hole and coming back at a later time when they could manage the water. At that point, it was no longer an option because they have an open pipe that was not repaired.

Mr. Qualls inquired if in his experience he observed and been the engineer on similar projects.

Mr. Boyd noted not replacements but on installation of pipes such as this, yes.

Mr. Qualls noted there was an additional pipe damaged and requested he relay to the Board how that came about and when it was first brought to his attention.

Mr. Boyd noted he did not recall the exact date it was brought to his attention, but the reason for it was because of sheet pilings were installed in the wrong location and

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actually drove a couple of them into a section of pipe that was not intended to be repaired.

Mr. Qualls inquired if in Mr. Boyd's opinion was the fact that the sheet piling was put in the wrong place the fault of Brownies or the fault of the District.

Mr. Boyd noted it was the fault of the contractor.

Mr. Qualls inquired if the contractor should have taken the time to locate where the pipe was before driving the sheet piling.

Mr. Boyd noted before doing any excavation or ground penetration you should always identify the exact location of underground utilities.

Mr. Qualls inquired when it comes to fixing the pipe broken by the contractor, does he believe the District bares any responsibility for that.

Mr. Boyd noted he does not.

Mr. Qualls inquired if he had any discussions with Brownies about the sheet piling and the pipe that was damaged.

Mr. Boyd noted he does not recall having any conversations with them about that specific issue.

Supv Berube addressed the contract and payment - \$57,109.00 minus \$17,250.00 for the items not completed, plus \$15,000.00 for de-watering, minus \$25,000.00 deposit. The District owes \$30,000.00 in exchange for no liens or lawsuits.

Discussion continued on the work performed.

Discussion followed on the 'excessive rainfall' that was mentioned and starting from the last day of August there was well over one week where there was no rain recorded at the airport.

Supv Berube MOVED to pay Brownies \$40,000.00 which is \$57,000.00 less the \$17,000.00 quote, plus the \$15,000.00 for dewatering.
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Supv Kassel noted the contract stated Brownies was not responsible for sidewalk repairs.

Supv Kramer noted the contract does allow for damages.

Discussion followed on damages – 528 SF sidewalk at \$12 per square foot would be \$6,336.00 with it being noted it should be left in the \$17,000.00

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Supv Kassel seconded the motion.

Supv Kramer restated – contract of \$57,109.00, deducting \$17,250.00 for damages, compaction and sodding, add \$15,000.00 for dewatering, deducting \$25,000.00 deposit with a final total of \$29,859.00 to be paid upon receipt of releases.

Supv Berube noted there are two subcontractors involved – the diver and United Rentals for the shoring box and they need to be sure they receive releases.

Supv Leet MOVED to approve recommended final action in accordance with the foregoing, the Board hereby denies the request for additional payment of \$97,203.00 of a \$122,203.00 final invoice. The Parties entered the contract for a total of \$57,109.00. The District paid a \$25,000.00 deposit and agrees to pay \$15,000.00 for the dewatering change order. The District has actual damages of sidewalk, soil compaction and re-sodding costs which are anticipated to be \$17,250.00. Therefore, the Board approves payment to Petitioner in the final amount of \$29,859.00 on the condition that Petitioner provides the District a full release of any and all claims and liens associated with the Contract and Supv Kassel seconded the motion.

On MOTION by Supv Kramer seconded by Supv Kassel, with all in favor, to amend the motion removing sidewalks was approved. (4-0)

On MOTION by Supv Kramer seconded by Supv Berube, with all in favor, the recommended final action, as amended, in accordance with the foregoing, the Board hereby denies the request for additional payment of \$97,203.00 of a \$122,203.00 final invoice. The Parties entered the contract for a total of \$57,109.00. The District paid a \$25,000.00 deposit and agrees to pay \$15,000.00 for the dewatering change order. The District has actual damages of soil compaction and re-sodding costs which are anticipated to be \$17,250.00. Therefore, the Board approves payment to Petitioner in the final amount of \$29,859.00 on the condition that Petitioner provides the District a full release of any and all claims and liens associated with the Contract was approved. (4-0)

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Supv Kramer noted Mr. Qualls will draft for signature and a check will be exchanged for releases.

**FIFTH ORDER OF BUSINESS**

**Approval of Minutes**

**A. December 17, 2020 Regular Monthly Meeting Minutes**

Supv Kassel noted she had sent minor edits.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, the December 17, 2020 regular meeting minutes were approved as amended. (4-0)

**SIXTH ORDER OF BUSINESS**

**Subcontractors' Reports**

**A. Servello**

**i. Grounds Maintenance Status**

Mr. Feliciano noted they are still in the winter service with the grass being cut every other week and detailing and leaf cleanout on the other weeks. He noted the requested removal of mistletoe trees has been completed. Additionally, he met with Mr. van der Snel this week and some leaf removal and fertilization of plants and some Magnolia trees was completed this week.

Supv Berube addressed the leaf complaints received and inquire how expensive it would be to de-leaf Harmony every Fall.

Mr. Feliciano noted it would be an expensive project as they do not have just one month where leaves drop, it is multiple months.

Supv Berube addressed Liriopes for the tree rings to replace the dead/dying sod along Cat Brier.

Mr. Feliciano noted he thought a proposal was submitted; he can resubmit.

Mr. van der Snel noted the proposal was \$13,000.00; the problem is the roots all around the trees.

Mr. Feliciano noted they can amend with soil and plant the Liriope.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Engineer**

**i. District Engineer's Report**

Mr. Boyd reviewed his written report that was included in the agenda package.

**ii. Billy's Trail**

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

Mr. Boyd reported the dewatering is still affecting the trail and there is a bust in the silt fence that needs to be fixed again. With the silt fence there it is evident where the trail should have been on the far west end. Once the construction is done there is going to be a need to mow and make the CDD property passable. The isolated wetland is still an issue and they need to make a footpath on the proper CDD tract.

**iii. Garden Road**

Mr. Boyd noted as requested he contacted Florida Gas Transmission with regard to allowable improvements to the existing road. He received a response on January 18<sup>th</sup> that FGT is still reviewing the situation and any recommendations will be forthcoming. He spoke with them again yesterday and they believe they are going to be able to work something out to help the District.

**iv. Compaction of Storm Pipe Repair**

Mr. Boyd reported he contacted pipe supplier and the bottom line is they looked at the compaction test result and said if there was going to be a big problem it should have already shown up. He will monitor the situation.

Supv Berube inquired about regrading and re-sodding the area.

Mr. Boyd noted it should not be a problem and okay to sod now.

**\*\* Proposed Dog Park on Five Oaks Drive**

Mr. Boyd reported he has included a draft plan.

Discussion followed on permitting and meters. There will be no sewer services needed.

Supv Kramer addressed TOHO billing for sewer at the current dog park noting if there are no objections, they will approach TOHO about ending that charge.

Mr. van der Snel noted there is a pipe going to the storm drain. The water fountains have a stone cistern that drains into the ground.

Supv Kassel noted the dog wash goes to the sewer system.

Mr. Boyd noted it goes into a storm drain.

Supv Kramer noted hearing no objections they will try and address it with TOHO.

**\*\* Status of RV / Boat Storage Area**

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Mr. Boyd reported all documents for the PD Amendment have been updated and provided to RJ Whidden and Associates. He confirmed it has been submitted and is in process and will continue to monitor.

**v. Austin Environmental Monitoring Report**

Mr. Boyd reported Mr. Austin confirmed he will complete the 2020 and 2021 Environmental Reports. Yesterday Mr. Austin submitted the January report as the catchup report. There were no unusual findings and remains as it was from the initial report.

Supv Kramer addressed the transects noting she would like permission to speak with the Water Management District as only one of the eight is actually on CDD owned property. If there are no objections, they would like to go forward in speaking with the Water Management District as to whether they are the appropriate party for the monitoring and remediation on the private tracts.

Mr. Boyd noted the Master Permit issued by the SFWMD requires a maintenance entity and the Harmony CDD is the maintenance entity identified in the permit and as part of the conservation easement the CDD has easements over the areas they are required to maintain.

Supv Kramer noted it cannot hurt to inquire. They will continue to do the monitoring unless released or it is transferred to the private property owner.

Supv Berube inquired if Supervisor Kramer would be making the inquiry or if the District Engineer would be.

Supv Kramer noted she will be working through the District Engineer and Mr. Randy Austin, the Environmental Consultant to have a phone conversation with them.

**\*\* Boyd Civil Engineering – Hourly Rate Schedule**

Mr. Boyd noted the last item is a discussion item and he is not requesting any action tonight. He noted the hourly rate was established in 2012 and since that time there has been no increase. If they had been requesting the 3% per year it would put them about at the 2020 rates presented. He would like to present a formal request at the next meeting.

**B. District Attorney**  
**i. Policies**

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**a. Draft Procurement Procedures**

Mr. Qualls addressed the draft procurement policy.

Supv Kramer noted currently the District does not have a procurement policy. It does not lower the statutory limits; it is a checks and balances to make sure they have accountability in their purchasing.

The four categories, the Permission to Procure and Request for Quote forms were outlined.

Discussion followed on the draft procurement policy – clarified policy with adjustments to category limits.

Category 1 – less than \$500.00, Category 2 - \$500.00 - \$2,499.99, Category 3 - \$2,500.00 to \$4,999.99 and Category 4 - \$5,000.00 and above.

Supv Kramer will provide a summary for clarification.

Ms. Suit addressed the procurement policy with regard to the District Manager maintaining the vendor list and field service purchases. She recommended any Field Service purchase over \$500, a list be brought to the Board for approval as well as any proposals.

Supv Kramer noted currently there is no oversight.

Supv Kassel suggested if there is something the DM is uncomfortable making a decision on it could be referred to the Chair.

Supv Kassel MOVED to table to the next meeting.

Discussion followed on current District policies and where they are assembled.

Supv Leet seconded the motion.

Discussion followed on sole-source commodities with it being noted this would be TOHO and the such.

On VOICE vote, with all in favor, this item was tabled.

**b. Draft Disposal Policy**

Supv Kramer outlined the Disposal Policy.

Supv Berube addressed the use of auctions and removing the value of \$5,000 or more.

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Discussion followed on the statutory requirement for \$5,000.00 and more.  
Add an ‘I.’ for an auction option for a value less than \$5,000.00.

Supv Kassel MOVED to approve the disposal policy as amended and Supv Leet seconded the motion.

Discussion followed on the quarterly basis versus as needed with the consensus being ‘at least a quarterly basis or as needed’.

On VOICE vote with all in favor, the motion was approved.  
(4-0)

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

No action.

**iii. Discussion and Consideration of Memorandum of Understanding – E-Verify**

Mr. Qualls outlined the Memorandum of Understanding – E-Verify.

Discussion followed on employees, vendors, and FRM.

On MOTION by Supv Leet seconded by Supv Kassel, with all in favor, the E-Verify of Memorandum of Understanding was approved. (4-0)

**iv. Davey Litigation Update**

Mr. Qualls noted pursuant Section 286.011(8), Florida Statutes he is requesting an attorney-client session confined to settlement negotiations or strategy related to litigation expenditures. They will notice it for next month, if the Board agrees.

Discussion followed on the process for an attorney-client session.

On MOTION by Supv Kramer seconded by Supv Berube, with all in favor the Attorney-Client session at the beginning of the February 25, 2021 meeting was approved.  
(4-0)

Supv Berube inquired as to the access to the irrigation boxes.

Mr. Qualls noted nothing has changed.

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- 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.

**vi. Update on Alley Way Repairs**

Mr. van der Snel reported they have taken care of the bollards and started the back-alley repairs.

Discussion ensued on the bollards and the appearance.

**vii. Plaza Proposals**

Mr. van der Snel addressed the quarter rounds on the Town Square and two smaller parks.

Discussion followed on the rusted corner bead on the signs.

Mr. van der Snel to look at the entire project.

Mr. van der Snel addressed the procurement policy noting he understands the purpose.

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

- A. Financial Statements for December 31, 2020**
- B. Approval of: #249 Invoices, Check Register and Debit Purchases**

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, the #249 invoices, check register and debit purchases were approved. (4-0)

- C. Facilities Usage Applications**
  - i. Farmer’s Market** – awaiting Mr. Fusilier’s response.
  - ii. Food Truck** – HROA confirmed compliance with request.

Discussion followed on the Farmer’s Market with it being noted they will continue to await Mr. Fusilier’s response.

**NINTH ORDER OF BUSINESS                      Old Business**

- A. Discussion and Consideration of Relocating West Entrance Crosswalk**

Supv Kramer outlined the request to relocate the West Entrance crosswalk and the cost estimates associated with the options.

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Discussion followed on the options.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, this item was tabled to the February meeting. (4-0)

**TENTH ORDER OF BUSINESS**                      **New Business**

- A. Discussion and Consideration of Video Recording Meetings**
  - i. Presentation**
  - ii. Memos – Records Retention and ADA Compliance Memo**
  - iii. Complete I.T. Proposal - \$2,054.50**
- B. Discussion of Maintenance of District Vehicles and Equipment**
- C. Field Services – Services/Workload**

On MOTION by Supv Leet seconded by Supv Berube, with all in favor, tabling all New Business items on January agenda to February meeting agenda was approved. (4-0)

**ELEVENTH ORDER OF BUSINESS**                      **Supervisors’ Requests**

Supv Kramer addressed holding a workshop for some of the lengthy discussions and the possibility of having a virtual or remote workshop as no action is being taken.

Ms. Suit will try to setup a workshop prior to the February meeting.

**TWELFTH ORDER OF BUSINESS**                      **Adjournment**

There being no further business,

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

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

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

## **Seventh Order of Business**

**7A.**

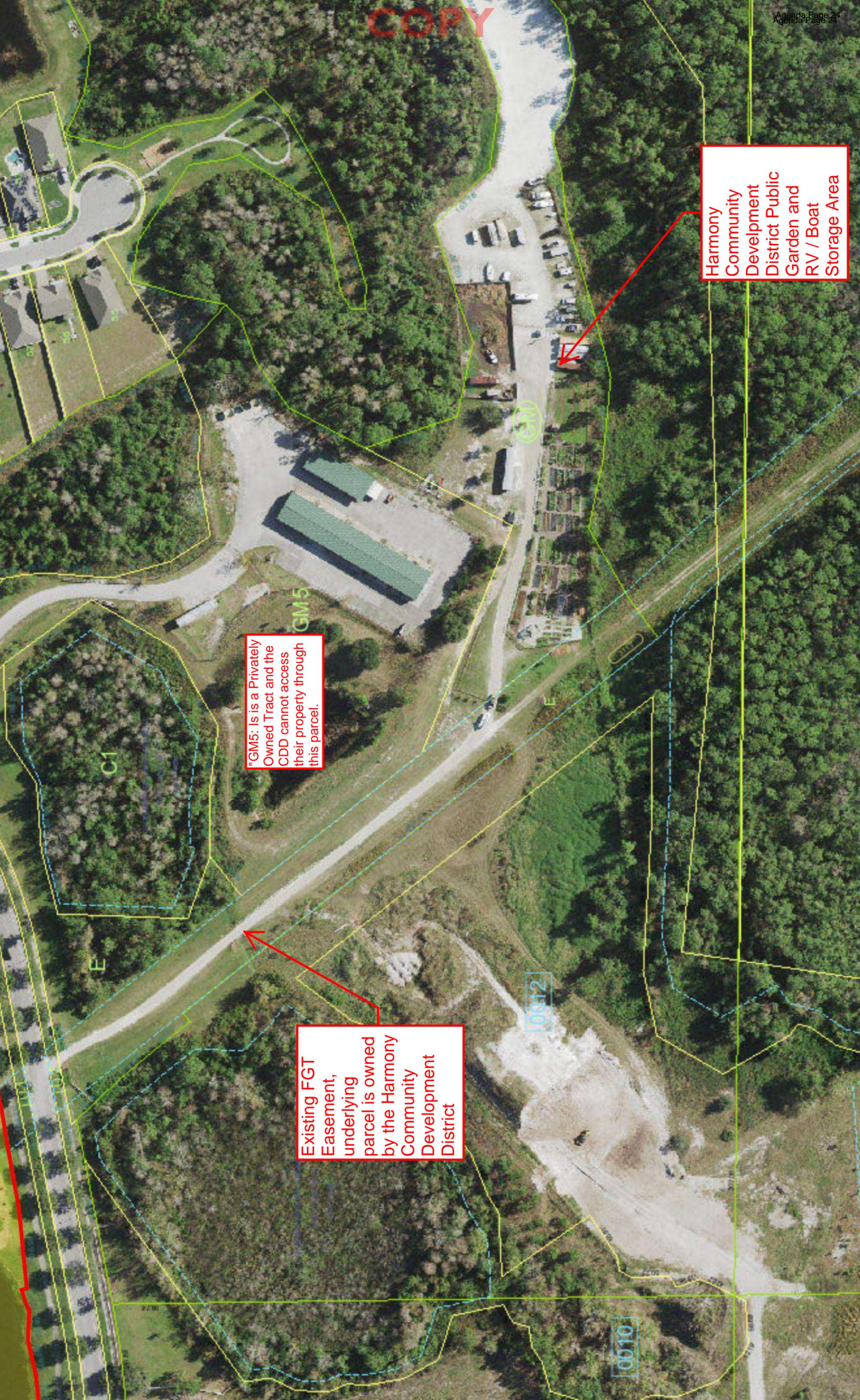
**7Aii.**

COPY

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

"GM5: Is 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



C1

GM5

0012

0010

E

E



Looking East, Flags marking actual location of gas pipelines



Looking West , Flags marking actual location of gas pipelines

**7Aiii.**

**COPY**

## **Austin Environmental Consultants, Inc.**

316 Church Street • Kissimmee, Florida • 34741 • Phone: 407.935.0535

January 14, 2020

Sandra Voors, Environmental Analyst  
Orlando Regulatory Division  
South Florida Water Management District  
1707 Orlando Central Parkway, Suite 200  
Orlando, Florida 32809

**Re: Harmony Site – Harmony, Osceola County, Florida**  
**SFWMD Permit No. 49-01058-P**  
**SFWMD Applic. No. 991227-13**  
**Fourth Annual Mitigation Monitoring Report (Fall 2020)**

Ms. Voors:

This letter presents the results for the Fourth annual 2020 monitoring event that took place in January 2021 for the on-site wetland and upland preservation areas within the Harmony Community in east Osceola County. The following presents the results of this fourth annual monitoring event.

### **PROPERTY LOCATION**

The property is located north of US-192 approximately 10 miles east of St. Cloud. The property is bound on the south and west by US-192, by Buck Lake to the north, and by Cat Lake and the Big Bend Swamp to the east. A location map and aerial photograph have been provided as **Location** and **Aerial** maps, respectively.

### **BACKGROUND**

The monitoring activities are associated with compliance with the special conditions of SFWMD Environmental Resource Permit 49-01058-P, which authorized 21.79 acres of wetland impacts for the development of the 1,381-acre mixed-use development. As mitigation to offset these impacts, 464.80 acres of onsite wetlands were preserved as well as 2.5 acres of xeric oak uplands. These areas were placed under a conservation easement, and an associated monitoring/maintenance program was stipulated by permit.

### **MONITORING METHODOLOGY**

The first annual monitoring event was conducted by Bio-Tech Consulting Inc. in April and August 2017. During this monitoring event, five (5) permanent monitoring transects were established within the wetland preservation areas, and an additional three (3)

monitoring transects were established within the xeric oak preservation areas. Photographs were taken in all cardinal directions at the beginning and end of each monitoring transect, and the locations of these endpoints (photo stations) were marked with PVC stakes and flagging. The locations of the photo stations and monitoring transects are depicted on Figure 3.

The qualitative monitoring conducted for this report consisted of wetland and upland habitats in the general area of where the original Biotech transects were included.

A photo station was selected in each transect area and flagged for future reference. Photos were taken of the vegetation along the transect line. Species lists, and estimations of the percent cover of native species as well as any observations of exotic/nuisance plant species were noted. The percent coverage of exotic/nuisance species was estimated to document compliance or non-compliance with the goals of the SFWMD approved mitigation plan. All wildlife observations were also noted.

## **RESULTS**

Bruce Williams of AEC completed the fall monitoring event on January 8, 2021. A summary of observations in each area surveyed is provided below. Monitoring photographs from the fixed photo stations have been provided as Appendix 1.

### **Upland (Xeric Oak) Preservation Areas**

#### **Transect 1 Area**

The xeric oak habitat along transect 1 is in excellent condition, with no observed exotic/nuisance plant species present. The plant community appears stable and the species composition is consistent with that described in the first annual monitoring report (see Appendix 2).

#### **Transect 2 Area**

Exotic cogon grass (*Imperata cylindrica*) noted in the previous, Fall 2019 report, was not observed in the transect 2 area. However, cogon grass was observed in the area between transects 1 and 2.

As with transect 1, which is located within the same area of xeric oak, the species present and percent coverage appeared consistent with that described in the first annual monitoring report.

#### **Transect 3 Area**

The xeric oak within transect 3 resembles a low oak hammock with a very dense overstory and understory of sand live oak (*Quercus geminata*). Due to the long-term suppression of fire, the overstory has grown quite dense, and resulted in a thick layer of leaf litter and sparse groundcover/shrub species. Species composition was consistent with the first monitoring report, and no exotic/nuisance plant species were observed.

### **Wetland Preservation Areas**

### **Transect 1 Area**

This portion of the wetland preservation area appears to be in good condition. Along the outer fringes in the upland portion of the wetland there was minor coverage of Caesar weed (*Urena lobata*).

Old world climbing fern (*Lygodium microphyllum*), which was recorded in the previous report, is still prevalent during this monitoring event. This species represented a very minor component of the overall plant cover, however, due to its highly invasive nature, maintenance to prevent the spread of this species may be warranted. Management recommendations are outlined in a later section of this report.

### **Transect 2 Area**

This portion of the wetland contains a mature canopy dominated largely by sweet bay (*Magnolia virginiana*) and pond cypress (*Taxodium ascendens*), with a very dense understory of immature sweet bay.

Observed vegetation in this transect area appeared consistent with those described in the first monitoring report. There was minimal old world climbing fern observed along the edge of this transect area. Management recommendations are outlined in a later section of this report.

### **Transect 3 Area**

Transect 3 is located within a portion of the wetland that does not display signs of regular inundation. Vegetative composition within the canopy, subcanopy, and shrub/groundcover layers appears to be consistent with what was described in the first annual monitoring report. No exotic/nuisance species were encountered or observed within this portion of the wetland.

### **Transect 4 Area**

Species observed include loblolly bay (*Gordonia lasianthus*), slash pine (*Pinus elliottii*), and sweet bay (*Magnolia virginiana*), which is consistent with the prior monitoring report. Groundcover was dominated by cinnamon fern (*Osmundastrum cinnamomeum*) and Caesar weed. Old world climbing fern mentioned in the previous report was treated with herbicide but is showing signs of regrowth. Management recommendations are outlined in a later section of this report.

### **Transect 5 Area**

Transect 5 occurs within a drier portion of the preserved wetlands. The observed tree and understory species appeared consistent with the first annual monitoring report. The fox grape and smilax vine coverage mentioned in the previous report is minimal and appropriate for this wetland system.

## **WILDLIFE OBSERVATIONS**

The following table summarizes all wildlife observations made during the fall 2020 (January, 2021) monitoring event. Observations included direct observations, the presence of tracks, scat, or burrows, or audible observations of wildlife present.

Common Name	Scientific Name	Notes	Listed Status
BIRDS			
Black vulture	<i>Coragyps atratus</i>	Direct observation	N/a
Sandhill crane	<i>Grus canadensis</i>	Direct observation	State-designated threatened
Turkey	<i>Meleagris gallopavo</i>	Direct observation	N/a
REPTILES			
Brown anole	<i>Anolis sagrei</i>	Direct observation	N/a
AMPHIBIANS			
MAMMALS			
Deer	<i>Odocoileus virginianus</i>	Scat	N/a

**CONCLUSIONS AND RECOMMENDATIONS**

The wetland and upland preservation areas appear to be in relatively good condition. Signs of appropriate hydrology were evident, and with the exception of the spread of some exotic species within portions of the preservation areas, these areas appeared to be consistent with the conditions documented within the first monitoring report.

Maintenance of Caesar weed and old-world climbing fern is recommended, particularly along monitoring transect 4, and along the perimeter of the wetland in the vicinity of transects 1 and 2.

Maintenance of Caesar weed would consist of herbicide spot spraying. The eradication and maintenance of old-world climbing fern is best accomplished through a combination of chopping and spot spraying. As this fern reproduces (potentially very long distances) by airborne spores, hand removal is not recommended. This activity results in the agitation of the spores and their release. Effective maintenance involves herbicide spot spraying of this vining fern where it occurs at the ground or in the shrub layer; and where it has encroached into the canopy, chopping the vine approximately 3 feet above the ground and spot spraying below.

Vegetative maintenance to control cogon grass located between upland transects 1 and 2 is recommended, although the threat of this species becoming dominant appears low.

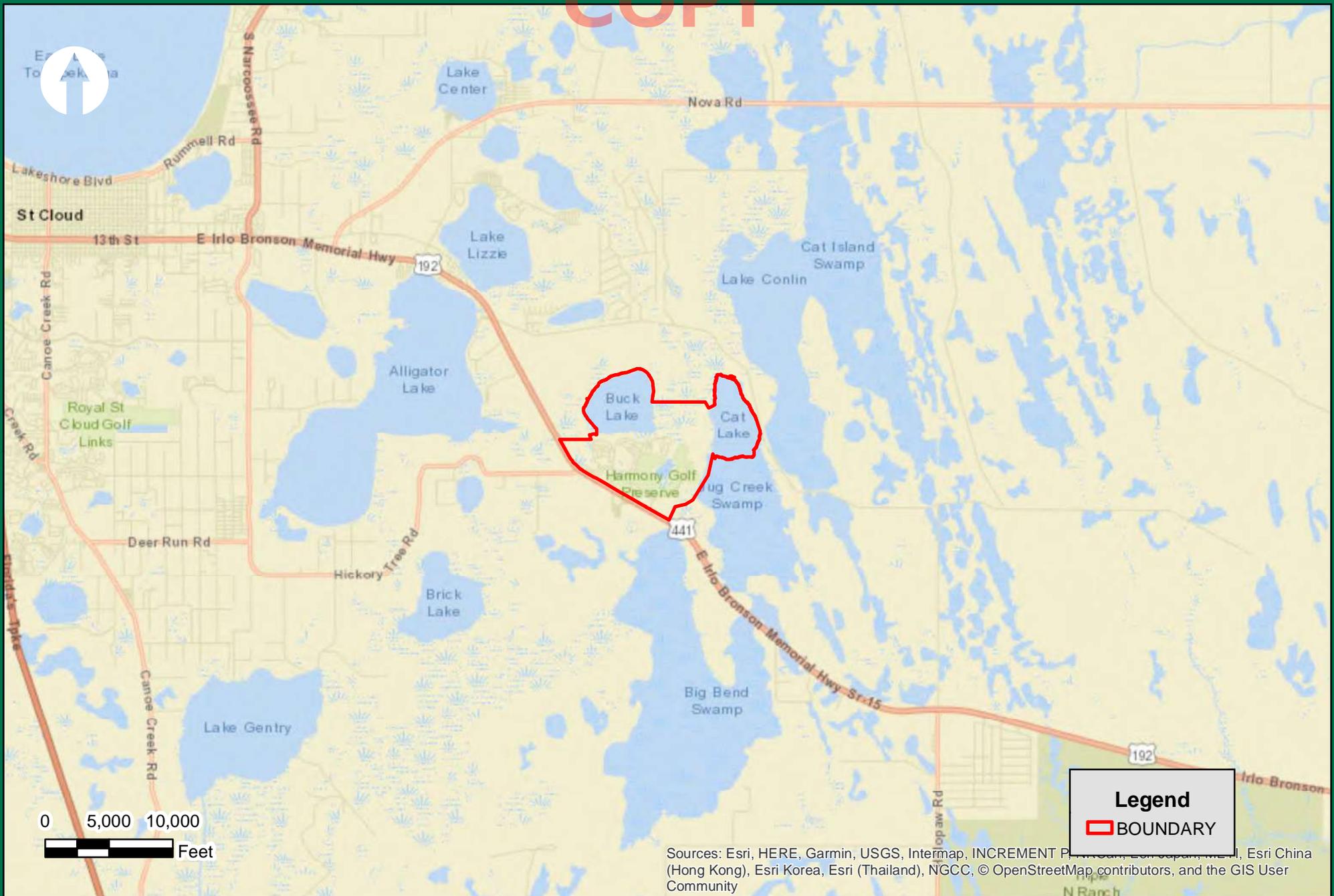
If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

R. Bruce Williams,  
Environmental Consultant

**FIGURES**

COPY



0 5,000 10,000  
 Feet

**Legend**  
 [Red Outline] BOUNDARY

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NOAA, Swisstopo, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

 Austin Environmental Consultants, Inc.  
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**FIGURE**  
**1**

**LOCATION MAP**

**Harmony Community Conservation Monitoring**  
 Osceola County, Florida

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

**FIGURE**  
**2**

*AERIAL PHOTOGRAPH*

**Harmony Community  
 Conservation Monitoring**  
 Osceola County, Florida

COPY



**Legend**

- BOUNDARY
- Photostation
- Transects
- XERIC OAK PRESERVATION AREAS

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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**FIGURE**  
**3**

**MONITORING TRANSECTS**

**Harmony Community Conservation Monitoring**  
Osceola County, Florida

**APPENDIX 1- PHOTOGRAPHS**



UPLAND TRANSECT 1 AREA PHOTO (FACING EAST)



UPLAND TRANSECT 1 AREA PHOTO (FACING WEST)



UPLAND TRANSECT 2 AREA PHOTO (FACING EAST)



UPLAND TRANSECT 2 AREA PHOTO (FACING WEST)



UPLAND TRANSECT3 AREA PHOTO (FACING NORTH)



UPLAND TRANSECT3 AREA PHOTO (FACING SOUTH)



WETLAND TRANSECT 1 AREA PHOTO (FACING SOUTH)



WETLAND TRANSECT 1 AREA PHOTO (FACING NORTH)



WETLAND TRANSECT 2 AREA PHOTO (FACING EAST)



WETLAND TRANSECT 2 AREA PHOTO (FACING WEST)



WETLAND TRANSECT 3 AREA PHOTO (FACING EAST)



WETLAND TRANSECT 3 AREA PHOTO (FACING WEST)



WETLAND TRANSECT 4 AREA PHOTO (FACING EAST)



WETLAND TRANSECT 4 AREA PHOTO (FACING WEST)



WETLAND TRANSECT 5 AREA PHOTO (FACING EAST)



WETLAND TRANSECT 5 AREA PHOTO (FACING WEST)

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**7Bi.**

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# PROCUREMENT POLICY AND PROCEDURE

## PROCUREMENT POLICY

The District's Board of Supervisors, District Manager and Field Services Manager recognize that open and fair competition is a basic part of public procurement and inspires public confidence that District contracts are awarded equitably and economically.

It is essential to the effective and ethical procurement of commodities and services, that the District use a system of uniform procedures in managing and procuring commodities and services. Detailed records of District decisions in procurement must be maintained. Strict adherence to specific ethical considerations by all District officers, employees, and agents, and by the suppliers and contractors is required to maintain the confidence of the residents, the District, and the business community in the expenditure of District funds.

## REQUIREMENTS FOR ALL PROCUREMENTS

- Ensure tax is not included in the quoted price.
- Due diligence to obtain the best price is required no matter the purchase price.
- If the required number of quotes are not obtainable due to lack of vendor interest/response, provide the reason in writing to the DM when submitting the quotes.
- All District invoices must comply with section 218.7, Florida Statutes, Prompt Payment Act governing payment for goods or services by government agencies.
- 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, regardless of price.

## EXEMPTION LIST

The following expenditures are exempt from the Procurement Procedure:

- A. Pre-approved District employees' reimbursements;
- B. Monthly recurring utility bills (sole source);
- C. Purchases made during the period of a declared emergency;
- D. Legal advertising;
- E. FedEx and/or UPS invoices;
- F. Refunds;
- G. Reimbursements to residents serving on District Boards; and
- H. 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.

**BID RIGGING**

The District prohibits any activity among Vendors, Requestors, or any other participant in the procurement process to fix prices, rig bids, or engage in any other anticompetitive activity.

**UNAUTHORIZED PROCUREMENTS**

An unauthorized procurement is any purchase, order, or contract that is made by any District employee or official contrary to the provisions of this policy. Purchases, orders, or contracts that are subdivided to circumvent the Procurement Policy shall also be considered unauthorized purchases.

Any unauthorized procurement shall not be approved and the District shall not be bound thereby.

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

**ENFORCEMENT**

Violation of the Procurement Policy and Procedures:

- A. by employees or agents of the District, may be grounds for disciplinary actions or other penalties, at the discretion of the Board; or
- B. by vendors, may be banned from doing business with the District, at the discretion of the Board.

**CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)**

The District shall follow the guidelines of the Consultants Competitive Negotiation Act for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services.

**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 act against any vendor, including possible suspension/debarment from doing business with the District for a specified length of time. This is a drastic action and will not be done without proper documentation. Documentation must be detailed and immediately recorded.

## PROCUREMENT PROCEDURE

- 1) The District's need for a service or product is identified by the Board, Field Services Manager, District Engineer, or the District Manager (DM).
- 2) If the Board is the entity that identifies the need, the Board will assign either the District Manager, District Engineer, or Field Services Manager to serve as the Requestor, as appropriate.
- 3) Requestor determines if this service or product is purchased only once per year or is expected to be purchased more than once in a year.
- 4) Requestor estimates the annual cost to purchase the service or product.
- 5) Requestor ensures that sufficient and proper funding is available prior to starting the procurement process.
- 6) If the annual cost of the service or product is:
  - a) less than \$500.00, then the Requestor may purchase the service or product if the service or product meets a need of the District. Although quotes are not required, prices should be compared to be sure that the best value is being obtained.
  - b) between \$ 500.00 and \$2499.99, proceed to Page 4, Procedure for \$500 to \$2499.99.
  - c) between \$2500.00 and \$4999.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - d) between \$5000.00 and Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - e) above Florida's statutory amount requiring formal, competitive bidding, follow the statutorily required procurement process.

## Procurement for service or product between \$500.00 and \$2499.99 annually

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. estimated cost of purchase; and
  - c. budget line item of funds to be used for this purchase; and
  - d. desired 'deliver by' date; and
  - e. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why. (sole source means that the commodity can be legally purchased from only one source.)
    - ii. if emergency, explain emergency.
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized.
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) from at least 2 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$2499.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - c. If quotes are less than \$2500.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes to information provided in 1. and retain for records.
  - d. Requestor and DM or Board Chair confer and select vendor.
  - e. Purchase is made.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

## Procurement for service or product between \$2500.00 and \$4999.99 annually.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. if requesting services, a scope of work to be provided to each vendor in obtaining quotes; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why,
    - ii. if emergency, explain emergency,
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized,
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) and references from at least 3 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$4999.99, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - c. If quotes are less than \$5000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to the information provided in Step 1. above and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

## Procurement for service or product between \$5000.00 and the Florida's statutory amount requiring formal, sealed, competitive bidding.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. for a product, a detailed Specifications of that product, if requesting services, the Scope of Work which will be provided to each vendor in obtaining quotes. The Scope of Work shall be developed by the District Engineer if the service involves any transportation or drainage work; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as:
    - i. if sole source, explain why.
    - ii. if emergency, explain emergency.
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized,
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to the statutorily mandated process.
  - c. If quotes are less than Florida's statutory amount requiring formal, sealed, competitive bidding, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to information provided in 1. above, and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

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**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

February 18, 2021

**Via Email**

Teresa@HarmonyCDD.org

Teresa Kramer, Chairwoman  
 Harmony CDD Board of Supervisors  
 313 Campus Street  
 Celebration, FL 34747

RE: General Counsel Services for Monthly Flat Fee

Dear Madam Chairwoman:

Upon approval by the Harmony CDD Board of Supervisors, the firm will switch from hourly billing to a monthly flat rate for General Counsel services. The scope of these services will include providing to the Board counsel, advice and related representation, factual and legal research as needed, consultation, preparation and review of documents, contracts and memoranda, and rendering such other services as the Board may require. However, the flat rate fee for General Counsel services will not include litigation related matters. The monthly flat rate fee for all non-litigation related matters will be \$4,000.00.

Any work conducted with regards to litigation related matters will be billed separately at a reduced hourly rate of \$200.00 for senior attorney time, \$125.00 for associate attorney time, and \$65.00 for paralegal/law clerk time. As always, we will do our best to work with the Board to ensure that Harmony CDD receives the best legal services in a cost-effective manner.

If the Board is in agreement with his letter of engagement, please sign off at the conclusion of this letter and return the same to me. We look forward to a continued mutually satisfactory relationship.

Sincerely,

  
 Timothy R. Qualls, Esquire  
 Young Qualls, P.A.

TRQ/srt

All terms and conditions as noted above are accepted and approved on this \_\_\_\_\_ day of February, 2021.

---

Teresa Kramer, Chairwoman  
 Harmony CDD Board of Supervisors

**7C.**

**7Ci.**

## January/ February 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.
- Storm drain project pending finalization.
- Drain at Dog park swing area is working to satisfaction.
- Playground mulching finalized.
- Refurbishing benches continued.
- Fire damage turf on Catbrier 02/04/2021 pending.
- Servello replaced Plants on Gopher Apple and Needlegrass pocket parks.
- Servello removed Sycamore tree on corner Cupseed/ Bluestem because of older lightning damage.

### Ponds

- See Pond report.

### Irrigation

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

## **Pools Operations**

- Pools checked, chemically balanced, and cleaned daily.
- Filter grids Wading pool changed.
- Replaced Flowmeter Ashley Park.
- CDD staff member Nick Stone added as Certified Pool Operator

## **Boat Maintenance**

- All propellers weekly checked, and boats cleaned.
- Paint maintenance continued Dock fencing area.
- Replaced 2 batteries Bass boat.

## **Buck Lake Activities**

- Boat Orientation held 6 attended

## **Access Cards**

- Approximately 12 ID cards have been made this month.

End of Report.

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# COPY HARMONY CDD

## Gerhard van der Snel

Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass					
1/15/2021	William Gest	1:00 - 4:00 PM					2			X					
1/16/2021	Madeline Visciano	7:30 - 10:30 AM					8	X							
1/16/2021	RAUL / LENA VELEZ / LAMAR	1:00 - 4:00 PM					2	X							
1/16/2021	Danielle Johnson	1:00 - 4:00 PM					8	X							
1/17/2021	Donald Rice	7:30 - 10:30 AM			X		2		X						
1/17/2021	David Bronson	1:00 - 4:00 PM			X		3	X							
1/18/2021	Lori Isaac	7:30 - 10:30 AM	X				4	X							
1/18/2021	Lori Isaac	1:00 - 4:00 PM	X				4			X					
1/18/2021		1:00 - 3:00 PM	X				4	X							
1/18/2021	Robin Hubel	1:00 - 4:00 PM	X				5	X							
1/20/2021	neville pennington	9:00 - 12:00 PM					2				X				
1/20/2021	James Mead	1:00 - 4:00 PM					4	X							
1/21/2021	Robert Martz	8:30 - 11:30 AM					2				X				
1/21/2021	James Mead	1:00 - 4:00 PM					4	X							
1/21/2021	Debra Edwards	1:00 - 4:00 PM					2		X						
1/21/2021	William Gest	1:00 - 4:00 PM					2			X					
1/23/2021	neville pennington	8:00 - 12:00 PM					1				X				
1/23/2021	David Bronson	1:00 - 4:00 PM					3	X							
1/23/2021	Sunnie and Rick Templeton	1:00 - 4:00 PM					4		X						
1/23/2021	Sunnie and Rick Templeton	1:00 - 4:00 PM					2								
1/23/2021	Summer Weisberg	1:00 - 4:00 PM					6	X							
1/23/2021	William Garard	1:00 - 4:00 PM					2					X			
1/23/2021	Pam Yeager	1:00 - 4:00 PM					6			X					
1/24/2021	Lori Isaac	7:30 - 10:30 AM			X		4	X							
1/24/2021	Madeline Visciano	7:30 - 10:30 AM			X		3				X				
1/24/2021	Donald Rice	7:30 - 10:30 AM			X		2		X						
1/24/2021	Jerome Schletter	7:30 - 10:30 AM			X		2			X					
1/24/2021	David Bronson	1:00 - 4:00 PM			X		3	X							
1/24/2021	Kathleen Williams	1:00 - 4:00 PM			X		4			X					
1/25/2021	Le Drake	8:00 - 11:00 AM	X				2				X				
1/25/2021	Carol Regalado	1:00 - 4:00 PM	X				7	X							
1/27/2021	neville pennington	9:00 - 12:00 PM					2				X				
1/27/2021	Carol Regalado	1:00 - 4:00 PM					6			X					
1/27/2021	Donald Robinson	1:00 - 4:00 PM					4	X							

			10	27	296	37	10	17	12	2	5	0		
					<b>Total Passengers:</b>									
					296									
					<b>Total Trips:</b>	84								

COPY

Date	Resident	Time	M W F S		Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass			
1/28/2021	James Mead	1:00 - 4:00 PM			4	X							
1/29/2021	millie murray	7:30 - 10:30 AM			6	X							
1/29/2021	Debra Fuentes	1:00 - 4:00 PM			5	X							
1/30/2021	neville pennington	8:00 - 11:00 AM			2				X				
1/30/2021	Jason Baker	10:00 - 2:00 PM			2						X		
1/30/2021	Jason Baker	10:00 - 2:00 PM			2						X		
1/30/2021	Jeniffer Denault	1:00 - 4:00 PM			4		X						
1/30/2021	Pam Yeager	1:00 - 4:00 PM			7	X							
1/30/2021	Jason Baker	1:00 - 4:00 PM			6			X					
1/31/2021	Donald Rice	7:30 - 10:30 AM		X	2		X						
1/31/2021	Jerome Schletter	7:30 - 10:30 AM		X	2			X					
1/31/2021	jason herman	7:30 - 10:30 AM		X	3	X							
1/31/2021	David Bronson	1:00 - 4:00 PM		X	3	X							
1/31/2021	Lori Isaac	1:00 - 4:00 PM		X	4			X					
2/3/2021	Daniel Peterson	7:30 - 10:30 AM			6	X							
2/3/2021	Warren Hubbard	1:00 - 4:00 PM			5	X							
2/4/2021	Angelo Dalessandris	7:30 - 10:30 AM			3			X					
2/4/2021	neville pennington	9:00 - 12:00 PM			2				X				
2/5/2021	Robin Hubel	1:00 - 4:00 PM			5	X							
2/6/2021	Israel Rexach	1:00 - 4:00 PM			6	X							
2/7/2021	Donald Rice	7:30 - 10:30 AM		X	2		X						
2/7/2021	Lori Isaac	7:30 - 10:30 AM		X	4	X							
2/7/2021	Jerome Schletter	7:30 - 10:30 AM		X	2			X					
2/7/2021	David Bronson	1:00 - 4:00 PM		X	3	X							
2/8/2021	Jason Baker	1:00 - 4:00 PM	X		4	X							
2/10/2021	Robert Martz	7:30 - 10:30 AM			2			X					
2/10/2021	William Gest	10:00 - 11:00 AM			1				X				
2/10/2021	Mauricio Perez	1:00 - 4:00 PM			4	X							
2/11/2021	neville pennington	9:00 - 12:00 PM			2				X				
2/11/2021	James Mead	1:00 - 4:00 PM			4	X							
2/11/2021	Angelo Dalessandris	1:00 - 4:00 PM			3		X						
2/13/2021	neville pennington	8:00 - 11:00 AM			2				X				
2/13/2021	Camille Arce-Persia	1:00 - 4:00 PM			4	X							
2/13/2021	Kathryn Davis	1:00 - 4:00 PM			2		X						
2/13/2021	Miyareth Borja	1:00 - 4:00 PM			6	X							
2/13/2021	Kathleen Williams	1:00 - 4:00 PM			4	X							
2/13/2021	william turner	1:00 - 4:00 PM			4			X					
2/14/2021	Jonathan Bradshaw	7:30 - 10:30 AM		X	2	X							

			10	27	296	37	10	17	12	2	5	0		
					<b>Total Passengers:</b>									
					296									
					<b>Total Trips: 84</b>									

COPY

Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments	
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass						
2/14/2021	Ray Walls	7:30 - 10:30 AM				X	2						X			
2/14/2021	Ray Walls	7:30 - 10:30 AM				X	2						X			
2/14/2021	Ray Walls	7:30 - 10:30 AM				X	2						X			
2/14/2021	Lori Isaac	7:30 - 10:30 AM				X	4			X						
2/14/2021	Donald Rice	7:30 - 10:30 AM				X	2		X							
2/14/2021	William Garard	8:00 - 11:00 AM				X	2					X				
2/14/2021	Camille Arce-Persia	1:00 - 4:00 PM				X	4	X								
2/14/2021	Camille Arce-Persia	1:00 - 4:00 PM				X	6	X								
2/14/2021	David Bronson	1:00 - 4:00 PM				X	3			X						
2/15/2021	Michael Giberson	8:00 - 11:00 AM	X				2				X					
2/15/2021	KIMBERLY TORNILLO	1:00 - 4:00 PM	X				6	X								
2/15/2021	Sharon Hacker	1:00 - 4:00 PM	X				6			X						
			10	27			296	37	10	17	12	2	5	0		
							<b>Total Passengers:</b>									
							296									
							<b>Total Trips: 84</b>									

**7Ciii.**

## Facebook report January/February 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 January 17th, a resident reported a dog station being out of bags. CDD replenished.

On January 15th, a resident reported a gusher at West entrance. The CDD fixed the problem

On January 23rd, a resident had a concern about the drain located at the dog park swing area being covered by mulch. CDD staff made the drain clear again. Also on January 23rd the same resident had a concern about the rubber mulch at the entrance of the dog park. CDD staff relocated mulch.

On January 27th resident notified CDD field services, a dog potty station was overflowing. CDD staff investigated and emptied the station. It was filled with household trash and cat litter.

On February 3rd, a resident notified CDD field services, there were no more bags in the dog potty station at the Harmony Square location. CDD field services replenished bags.

On February 3rd, a resident asked for information for the RV parking lot area. CDD field manager referred resident to the HOA.

On February 4th, a resident inquired to make an event reservation on February 28th. CDD field manager referred to the Celebration office and the CDD website

On February 5th eight resident asked for information about the softball field at the school area on Cup seed /Bluestem. CDD field manager redirected resident to the school district.

On February 6th, a resident on Catbrier Tr asked for a damage assessment in connection with the trailer fire in the front of his home that day. CDD field manager started the process of assessing and re- storing the turf.

End of report.

**7Civ.**

## Harmony District Ponds Report

Pond #	Pond Name	Pond Acres	<div style="display: flex; justify-content: space-around; font-size: 0.8em;"> <span>Duckweed</span> <span>Algae</span> <span>Cattail</span> <span>Pennywort</span> <span>Grasses</span> <span>Spatterdock</span> </div>						<p style="text-align: center; margin: 0;"><b>Treatment Plan</b></p> <p style="font-size: 0.7em; margin: 0;">* Se Clear G-Algae * Komeen Crystals-Hydrilla * SonarOne-Hydrilla * Diquat-Latorial plants</p>
			<p style="margin: 0;"><b>SEVERITY:</b></p> <p style="font-size: 0.7em; margin: 0;">L1=minimal L2=moderate L3=significant L4=extreme Blank = indicates non issue</p>						
<p style="font-size: 0.8em; margin: 0;">Map Quickview, click here. Internet access not required</p>									
<p style="font-size: 0.8em; margin: 0;">Map links below Require Internet</p>									
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					algae	cutrine
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	L3					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>	0.5	Average treated pond area is roughly 20%

**Additional Notes:** This month we have treated a few ponds as algae has seem to be giving us a problem in a few ponds lately. I have treated two and the one between Feathergrass and Middlebrook will need to be treated again. Overall the ponds are looking good and doing well with very little issues beside the normal cleaning trash out and around them.



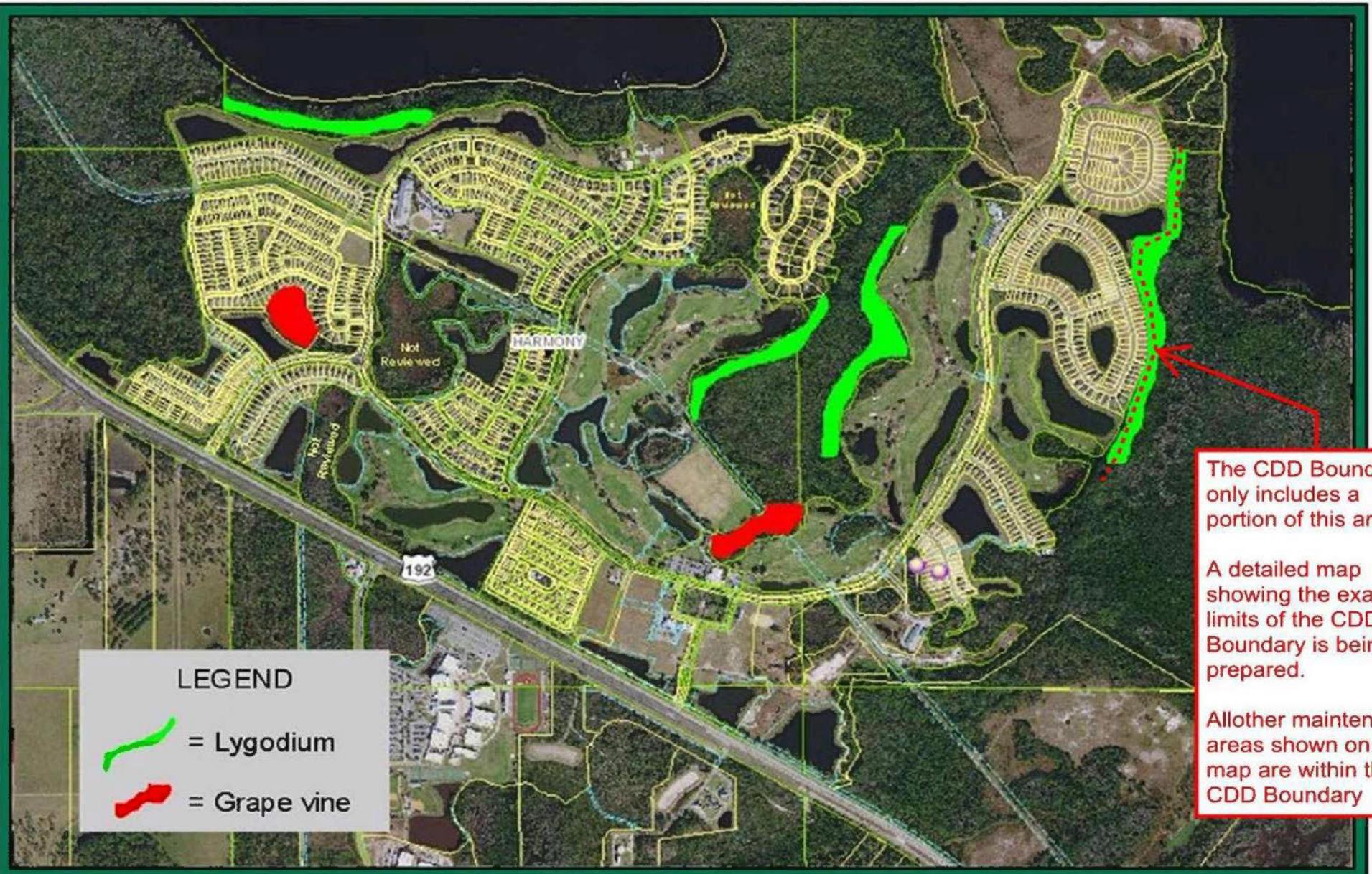
**7Cv**

COPY

## 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: January-February  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	Maintenace	This area has been treated and under control.
2	Green - South	1.0 ?	Grapevine Medium	Checked	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	working in multiple areas in this area now.	heavy amounts of fern we are cutting and treating.
5	Golf Course - South	2.8 ?	Grapevine Medium	Worked in this area heavily as there is fern and grapevine.	90 percent complete
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>1.2</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>		

**Aditonal Notes:** This month we have treated we have worked to complete golf course South and have almost got to every part except where it is underwater again. This area is under control now. We have moved to golf course East and West as we go back from side to side as we cut and spray to re-check and give it time to show results in those areas. There are very dense areas of fern in both areas.



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.  
315 Church Street  
Kissimmee, Florida 34741  
407.935.0535

**FIGURE**  
**1**

**VEGETATION TREATMENT MAP**

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

**From:** Gerhard van der Snel <gerhardharmony@gmail.com>  
**Sent:** Wednesday, February 17, 2021 11:16 AM  
**To:** Slaughter, Mona  
**Subject:** Mitigation

Thanks so much Mona. Can you put this under my report for mitigation? Thanks!!





Kind regards,  
Gerhard van der Snel  
Field Operations Manager  
Harmony CDD  
7360 Five Oaks Dr  
Harmony fl 34773  
407-301-2235

**EIGHTH ORDER OF BUSINESS**

**8A**

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Helena Randel, Accountant**  
**CC: Kristen Suit, District Manager**  
**DATE: February 15, 2021**  
**SUBJECT: January 2021 Financials**

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Please find the attached January 2021 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 January is approximately 70% of the annual budget.
- Total Expenditures through January are at 34% 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-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
  - ▶ Operation & Maintenance
    - Communication-Telephone - The district has switched service providers from Sprint to Verizon.
    - Misc.-Contingency - Includes environmental monitoring (\$1,950) and ancillary costs.
    - 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*

*January 31, 2021*

**Prepared by**



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**HARMONY**

Community Development District

**Financial Statements**

(Unaudited)

**January 31, 2021**

**Balance Sheet**  
January 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 694,201	\$ -	\$ -	\$ 694,201
Due From Other Funds	-	84,542	59,022	143,564
Investments:				
Certificates of Deposit - 12 Months	106,442	-	-	106,442
Money Market Account	1,379,629	-	-	1,379,629
Prepayment Account	-	99,230	90,871	190,101
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	1,067,234	578,846	1,646,080
<b>TOTAL ASSETS</b>	<b>\$ 2,180,272</b>	<b>\$ 1,858,319</b>	<b>\$ 1,068,739</b>	<b>\$ 5,107,330</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 34,208	\$ -	\$ -	\$ 34,208
Accrued Taxes Payable	46	-	-	46
Due To Other Funds	143,564	-	-	143,564
<b>TOTAL LIABILITIES</b>	<b>177,818</b>	<b>-</b>	<b>-</b>	<b>177,818</b>
<b>FUND BALANCES</b>				
<b>Restricted for:</b>				
Debt Service	-	1,858,319	1,068,739	2,927,058
<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>1,297,989</b>	<b>-</b>	<b>-</b>	<b>1,297,989</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 2,002,454</b>	<b>\$ 1,858,319</b>	<b>\$ 1,068,739</b>	<b>\$ 4,929,512</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,180,272</b>	<b>\$ 1,858,319</b>	<b>\$ 1,068,739</b>	<b>\$ 5,107,330</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 9,381	\$ 3,128	\$ 724	\$ (2,404)
Interest - Tax Collector	-	-	11	11
Special Assmnts- Tax Collector	1,876,212	1,594,779	1,293,482	(301,297)
Special Assessments-Tax Collector-VC1	(22,434)	(19,068)	-	19,068
Special Assmnts- Discounts	(75,048)	(63,792)	(51,314)	12,478
Other Miscellaneous Revenues	-	-	650	650
Access Cards	1,500	500	330	(170)
Facility Revenue	500	168	200	32
User Facility Revenue	5,000	1,668	6,764	5,096
<b>TOTAL REVENUES</b>	<b>1,795,111</b>	<b>1,517,383</b>	<b>1,250,847</b>	<b>(266,536)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	12,000	4,000	3,800	200
FICA Taxes	918	306	245	61
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	9,500	3,168	7,916	(4,748)
ProfServ-Legal Services	90,000	30,000	32,152	(2,152)
ProfServ-Mgmt Consulting Serv	67,200	22,400	22,400	-
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	400	1,296	(896)
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	332	80	252
Legal Advertising	1,000	332	140	192
Misc-Records Storage	150	52	-	52
Misc-Assessmnt Collection Cost	37,524	31,896	26,218	5,678
Misc-Contingency	5,000	1,668	950	718
Office Supplies	50	16	-	16
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>281,168</b>	<b>132,344</b>	<b>132,182</b>	<b>162</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>Field</u></b>				
ProfServ-Field Management	295,000	98,332	100,250	(1,918)
<b>Total Field</b>	<b>295,000</b>	<b>98,332</b>	<b>100,250</b>	<b>(1,918)</b>
<b><u>Landscape Services</u></b>				
Contracts-Mulch	61,000	20,332	20,172	160
Contracts - Landscape	267,000	89,000	88,716	284
Cntrs-Shrub/Grnd Cover Annual Svc	158,000	52,668	52,394	274
R&M-Irrigation	15,000	5,000	2,406	2,594
R&M-Trees and Trimming	40,000	13,332	-	13,332
Miscellaneous Services	32,000	10,668	5,296	5,372
<b>Total Landscape Services</b>	<b>573,000</b>	<b>191,000</b>	<b>168,984</b>	<b>22,016</b>
<b><u>Utilities</u></b>				
Electricity - General	35,000	11,668	12,732	(1,064)
Electricity - Streetlighting	90,000	30,000	33,906	(3,906)
Utility - Water & Sewer	140,000	46,668	31,254	15,414
<b>Total Utilities</b>	<b>265,000</b>	<b>88,336</b>	<b>77,892</b>	<b>10,444</b>
<b><u>Operation &amp; Maintenance</u></b>				
Communication - Telephone	5,500	1,832	2,302	(470)
Utility - Refuse Removal	3,000	1,000	882	118
R&M-Ponds	10,000	3,332	905	2,427
R&M-Pools	35,000	11,668	5,330	6,338
R&M-Roads & Alleyways	2,000	668	-	668
R&M-Sidewalks	15,000	5,000	92	4,908
R&M-Vehicles	15,000	5,000	1,571	3,429
R&M-User Supported Facility	20,000	6,668	3,660	3,008
R&M-Equipment Boats	6,000	2,000	886	1,114
R&M-Parks & Facilities	35,000	11,668	9,517	2,151
Miscellaneous Services	2,000	668	129	539
Misc-Contingency	10,000	3,332	3,627	(295)
Misc-Security Enhancements	6,500	2,168	796	1,372
Op Supplies - Fuel, Oil	5,000	1,668	440	1,228
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	4,946	25,054
Reserve - Sidewalks & Alleyways	60,000	60,000	14,136	45,864
<b>Total Operation &amp; Maintenance</b>	<b>280,000</b>	<b>166,672</b>	<b>90,129</b>	<b>76,543</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>TOTAL EXPENDITURES</b>	<b>1,694,168</b>	<b>676,684</b>	<b>569,437</b>	<b>107,247</b>
Excess (deficiency) of revenues Over (under) expenditures	100,943	840,699	681,410	(159,289)
<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	\$ 840,699	\$ 681,410	\$ (159,289)
<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>\$ 2,161,743</b>	<b>\$ 2,002,454</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 3,114	\$ 1,040	\$ 21	\$ (1,019)
Special Assmnts- Tax Collector	1,245,641	1,058,795	867,197	(191,598)
Special Assmnts- Prepayment	-	-	99,230	99,230
Special Assmnts- Discounts	(49,826)	(42,353)	(34,403)	7,950
<b>TOTAL REVENUES</b>	<b>1,198,929</b>	<b>1,017,482</b>	<b>932,045</b>	<b>(85,437)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessmnt Collection Cost	24,913	21,175	17,578	3,597
<b>Total Administration</b>	<b>24,913</b>	<b>21,175</b>	<b>17,578</b>	<b>3,597</b>
<b>Debt Service</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>289,075</b>	<b>310,478</b>	<b>(21,403)</b>
Excess (deficiency) of revenues Over (under) expenditures	(1,784)	728,407	621,567	(106,840)
<b>OTHER FINANCING SOURCES (USES)</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)	\$ 728,407	\$ 621,567	\$ (106,840)
<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>\$ 1,965,159</b>	<b>\$ 1,858,319</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 2,270	\$ 756	\$ 14	\$ (742)
Special Assmnts- Tax Collector	908,123	771,905	605,422	(166,483)
Special Assmnts- Prepayment	-	-	88,824	88,824
Special Assmnts- Discounts	(36,325)	(30,877)	(24,018)	6,859
<b>TOTAL REVENUES</b>	<b>874,068</b>	<b>741,784</b>	<b>670,242</b>	<b>(71,542)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	18,162	15,438	12,272	3,166
<b>Total Administration</b>	<b>18,162</b>	<b>15,438</b>	<b>12,272</b>	<b>3,166</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>251,357</b>	<b>583,191</b>	<b>(331,834)</b>
Excess (deficiency) of revenues Over (under) expenditures	(10,932)	490,427	87,051	(403,376)
<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	\$ 490,427	\$ 87,051	\$ (403,376)
<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>\$ 1,472,115</b>	<b>\$ 1,068,739</b>	

**HARMONY**

Community Development District

**Supporting Schedules**

**January 31, 2021**

**HARMONY**  
Community Development District

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**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
01/08/21	52,144	1,646	4,064	57,854	27,053	18,138	12,663
01/08/21	5,767	182	118	6,067	2,837	1,902	1,328
<b>TOTAL</b>	<b>\$ 2,600,299</b>	<b>\$ 109,734</b>	<b>\$ 56,067</b>	<b>\$ 2,766,101</b>	<b>\$ 1,293,482</b>	<b>\$ 867,197</b>	<b>\$ 605,422</b>

Collected in % 70%

<b>TOTAL OUTSTANDING</b>	<b>\$ 1,198,193</b>	<b>\$ 560,298</b>	<b>\$ 375,644</b>	<b>\$ 262,251</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.

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**HARMONY**  
Community Development District

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**Cash and Investment Report**  
*January 31, 2021*

<b>General Fund</b>
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<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%	\$694,201
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%	\$1,379,629
<b>Subtotal</b>					\$2,180,271

<b>Debt Service and Capital Projects Funds</b>
--

<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%	\$99,230
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%	\$1,067,234
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%	\$578,846
<b>Subtotal</b>					\$2,783,494
<b>Total</b>					<b>\$4,963,765</b>



**8B**

# Harmony

Community Development District

General Fund

**Invoice Approval Report # 250**

**February 12, 2021**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
AMERITAS LIFE INSURANCE CORP.	010421-0000	R	\$ (81.12)
		Vendor Total	<u>\$ (81.12)</u>
AUSTIN ENVIRONMENTAL	8964	R	\$ 1,950.00
		Vendor Total	<u>\$ 1,950.00</u>
BOYD CIVIL ENGINEERING	02888	A	\$ 2,029.50
		Vendor Total	<u>\$ 2,029.50</u>
BRIGHT HOUSE NETWORKS	28483501013021 ACH	R	\$ 99.98
		Vendor Total	<u>\$ 99.98</u>
CARDMEMBER SERVICES	011121-0832 ACH	R	\$ 2,891.45
		Vendor Total	<u>\$ 2,891.45</u>
COMPLETE I.T.	6374	R	\$ 50.00
		Vendor Total	<u>\$ 50.00</u>
FLORIDA RESOURCE MGT LLC-ACH	017669 ACH 018625 ACH	R R	\$ 449.93 \$ 9,890.59
		Vendor Total	<u>\$ 10,340.52</u>
HUMANA MEDICAL PLAN	512980244	R	\$ 1,801.72
		Vendor Total	<u>\$ 1,801.72</u>
INFRAMARK	60450	A	\$ 5,665.68
		Vendor Total	<u>\$ 5,665.68</u>
NORTH SOUTH SUPPLY, INC.	3377601 3379024	R R	\$ 279.16 \$ 54.59
		Vendor Total	<u>\$ 333.75</u>
NUTRIEN AG SOLUTIONS, INC	44207456	R	\$ 2,324.00
		Vendor Total	<u>\$ 2,324.00</u>
ORLANDO UTILITIES COMMISSION-ACH	010821-9921 ACH	R	\$ 12,899.25
		Vendor Total	<u>\$ 12,899.25</u>
PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS	RI1056666 ACH RI1056667 ACH	R R	\$ 490.00 \$ 90.00
		Vendor Total	<u>\$ 580.00</u>
POOLSURE	101295614206 101295614207	R R	\$ 60.00 \$ 35.00
		Vendor Total	<u>\$ 95.00</u>

## Harmony

Community Development District

General Fund

**Invoice Approval Report # 250**

**February 12, 2021**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
PROPET DISTRIBUTORS INC.	133271	R	\$ 1,680.00
		Vendor Total	\$ 1,680.00
SPIES POOL LLC	362294	R	\$ 327.15
	362302	R	\$ 297.50
	Vendor Total		\$ 624.65
SPRINT SOLUTIONS, INC. - ACH	244553043-090 ACH	R	\$ 15.99
		Vendor Total	\$ 15.99
TOHO WATER AUTHORITY - ACH	011721 ACH	R	\$ 9,732.71
	121720-1 ACH	R	\$ 7,033.65
	Vendor Total		\$ 16,766.36
VERIZON	9871144878	R	\$ 437.25
		Vendor Total	\$ 437.25
WASTE CONNECTIONS OF FL.	1315035	R	\$ 225.00
		Vendor Total	\$ 225.00
YOUNG QUALLS, P.A.	16154	A	\$ 4,823.00
		Vendor Total	\$ 4,823.00

**Total Invoices \$ 65,551.98**

**HARMONY**

Community Development District

**Check Register**

**January 1 - January 31, 2021**

# COPY

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 1/1/2021 to 1/31/2021

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b><u>BANK UNITED GF - (ACCT# XXXX9494)</u></b>									
Check	300	01/07/21	Vendor	DEVO SEEREERAM	NOV20G-02	SOIL COMPACTING TEST	ProfServ-Engineering	001-531013-51301	\$1,200.00
Check	301	01/07/21	Vendor	HUMANA MEDICAL PLAN	512980246	JAN 21 HEALTH INSURANCE	ProfServ-Field Management	001-531016-53901	\$1,801.72
Check	302	01/07/21	Vendor	NORTH SOUTH SUPPLY, INC.	3372734	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$792.35
Check	303	01/07/21	Vendor	POOLSURE	101295613162	JAN ASHLEY PARK CNTRLR LEASE	R&M-Pools	001-546074-53910	\$60.00
Check	303	01/07/21	Vendor	POOLSURE	101295613163	JAN SPLASH PAD CNTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	304	01/07/21	Vendor	WASTE CONNECTIONS OF FL.	1310179	01/01/21-01/31/21 WASTE REMOVAL	Utility - Refuse Removal	001-543020-53910	\$225.00
Check	305	01/19/21	Vendor	ADVANCED MARINE SERVICES	111081	2 BATTERIES	R&M-Equipment Boats	001-546223-53910	\$325.98
Check	306	01/19/21	Vendor	AMERITAS LIFE INSURANCE CORP.	00000-121520	1/01/21-1/31/21 Life Insurance	ProfServ-Field Management	001-531016-53901	\$56.96
Check	307	01/19/21	Vendor	FEDEX	7-222-13500	SRVCS THRU 12/22/21	Postage and Freight	001-541006-51301	\$19.66
Check	308	01/19/21	Vendor	POOLSURE	101295613869	1/6 Swim Club Bleach & Acid	R&M-Pools	001-546074-53910	\$451.90
Check	308	01/19/21	Vendor	POOLSURE	101295613853	1/6 Ashley Park Bleach & Chemicals	R&M-Pools	001-546074-53910	\$307.50
Check	309	01/19/21	Vendor	SANDRA L. SCHNEIDER	INV-0289	Final Ditch Plains Playground Equip	Cap Outlay - Other	001-564002-53910	\$15,365.00
Check	310	01/19/21	Vendor	NANCY PEREZ	000424	Exterior Painting - swim club building	R&M-Parks & Facilities	001-546225-53910	\$300.00
Check	311	01/21/21	Vendor	HARMONY CDD	011321	TRXFR FROM CK TO BU MM	Cash with Fiscal Agent	103000	\$700,000.00
Check	312	01/28/21	Vendor	NORTH SOUTH SUPPLY, INC.	3377601	IRRIG SUPPLIES	R&M-Irrigation	001-546041-53902	\$279.16
Check	313	01/28/21	Vendor	NUTRIEN AG SOLUTIONS, INC	44207456	WEEDS MITIGATION	Miscellaneous Services	001-549001-53902	\$2,324.00
Check	314	01/28/21	Vendor	SERVELLO & SONS INC	18372	JAN LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$5,016.77
Check	314	01/28/21	Vendor	SERVELLO & SONS INC	18372	JAN LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,619.00
Check	314	01/28/21	Vendor	SERVELLO & SONS INC	18372	JAN LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$13,031.40
Check	314	01/28/21	Vendor	SERVELLO & SONS INC	18438	JAN 2021 East Lake Berm	mulch	001-534065-53902	\$26.25
Check	314	01/28/21	Vendor	SERVELLO & SONS INC	18438	JAN 2021 East Lake Berm	hort turf	001-534172-53902	\$67.17
Check	314	01/28/21	Vendor	SERVELLO & SONS INC	18438	JAN 2021 East Lake Berm	maint contract	001-534171-53902	\$560.00
ACH	DD762	01/07/21	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1045426	12/02/20-01/01/21 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
ACH	DD763	01/07/21	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1045425 ACH	12/02/20-01/01/21 12X60 OFFICE TRAILER	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	3.WINN-DIXIE-water	001-549900-53910	\$33.00
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	4.PAYPAL-phone covers	001-549900-53910	\$99.30
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	5.SUNOCO-gas	001-546104-53910	\$50.69
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	6.AMAZON-boat canopy	001-546223-53910	\$379.98
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	7.AMAZON-wall clock	001-549900-53910	\$6.31
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	8.AMAZON-leaf rake	001-546074-53910	\$116.94
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	9.AMAZON-lenova Ideapad	001-549900-53910	\$422.21
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	10.AMAZON-washer pump	001-546041-53902	\$301.99
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	11.AMAZON-brushcutter	001-546073-53910	\$599.95
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	12.AMAZON-padlock	001-549900-53910	\$35.28
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	13.AMAZON-drill brush attachment	001-546225-53910	\$17.99

# COPY

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 1/1/2021 to 1/31/2021

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	14.AMAZON-safety helmets & ear muffs	001-546073-53910	\$27.30
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	15.AMAZON-no parking signs	001-549900-53910	\$19.95
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	16.SUNOCO-gas	001-546104-53910	\$47.47
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	17.AMAZON-hedge trimmer	001-546073-53910	\$156.15
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	18.AMAZON-motor oil	001-546084-53910	\$51.96
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	19.AMAZON-pressure wash gun	001-546084-53910	\$49.99
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	20.WAWA-gas	001-546104-53910	\$52.89
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	21.AMAZON-phone case	001-549900-53910	\$57.94
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	22.JAMI TIRES-2 tires	001-546224-53910	\$27.95
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	25.PAYPAL-rplcmnt office canopy	001-546159-53910	\$160.00
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	26.SUNOCO-gas	001-546104-53910	\$26.61
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	27.7-ELEVEN-GAS	001-546104-53910	\$30.00
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	28.AMAZON	001-549900-53910	\$45.08
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	28.AMAZON-dock guard	001-546223-53910	\$117.56
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	29.AMAZON-glass cleaner	001-546104-53910	\$15.30
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	30.HOME DEPOT	001-549001-53910	\$149.78
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	31.AMAZON-paint brushes	001-549001-53910	\$36.13
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	32.AMAZON-shovel	001-546041-53902	\$59.54
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	33.APPLI cloud storage jan	001-549900-53910	\$2.99
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	34.AMAZON-boat fender	001-546223-53910	\$44.25
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	35.HOME DEPOT	001-546225-53910	\$405.44
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	36.SUNOCO-GAS	001-546104-53910	\$58.86
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	37.FRGN TRANS FEE-PAYPAL	001-549900-53910	\$3.20
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	38.FRGN TRANS FEE-PAYPAL	001-549900-53910	\$1.98
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	1.AMAZON-NVR RCD PRODUCT	001-546073-53910	(\$594.29)
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	2.AMAZON-NVR RCD PRODUCT	001-549001-53910	(\$56.94)
ACH	DD771	01/06/21	Vendor	CARDMEMBER SERVICES	120920-0832 ACH	CC PURCH THRU 12/09/20	PARTIAL INVOICE PAYMENT	N/A	(\$67.71)
ACH	DD772	01/20/21	Vendor	PINEY BRANCH MOTORS INC - ACH	R11051202 ACH	01/02/20-02/01/21 12X60 OFFICE TRAILER	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
ACH	DD773	01/20/21	Vendor	PINEY BRANCH MOTORS INC - ACH	R11051203 ACH	01/02/20-02/01/21 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
ACH	DD774	01/14/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501123020 ACH	12/28/20-01/27/21 0050284835-01 Internet	Misc-Security Enhancements	001-549911-53910	\$99.98
ACH	DD775	01/14/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	017989 ACH	PAYROLL PE 01/10/21	ProfServ-Field Management	001-531016-53901	\$9,483.31
ACH	DD776	01/14/21	Vendor	SPRINT SOLUTIONS, INC. - ACH	244553043-089 ACH	11/26/20-12/25/20 FINAL INVOICE	Communication - Telephone	001-541003-53910	\$276.86
ACH	DD777	01/14/21	Vendor	TOHO WATER AUTHORITY - ACH	121720 ACH	11/17/20-12/17/20 UTILITY SRVCS	Utility - Water & Sewer	001-543021-53903	\$37.20
ACH	DD778	01/23/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401010721 ACH	01/06/20-02/05/21 0050284834-01 Internet	Misc-Security Enhancements	001-549911-53910	\$123.98
ACH	DD779	01/01/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	83232 ACH	PAYROLL PE 11/15/2020	ProfServ-Field Management	001-531016-53901	\$10,311.66
ACH	DD785	01/28/21	Vendor	ORLANDO UTILITIES COMMISSION-ACH	010821-9921 ACH	12/08/20-01/08/21 UTILITY SRVCS	Electricity - General	001-543006-53903	\$4,224.62
ACH	DD785	01/28/21	Vendor	ORLANDO UTILITIES COMMISSION-ACH	010821-9921 ACH	12/08/20-01/08/21 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53903	\$8,674.63

# COPY

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 1/1/2021 to 1/31/2021

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH	DD787	01/29/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	018625 ACH	PAYROLL PE 01/24/21	ProfServ-Field Management	001-531016-53901	\$9,890.59
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	3.AMAZON	001-546225-53910	\$102.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	4.AMAZON	001-546104-53910	\$69.59
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	5.AMAZON	001-546225-53910	\$102.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	6.KIDSTUFF	001-546225-53910	\$85.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	7.AMAZON	001-549900-53910	\$9.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	8.POOL TRAINING	001-546074-53910	\$300.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	9.7-ELEVEN	001-552030-53910	\$53.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	10.7-ELEVEN	001-552030-53910	\$15.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	11.AMAZON	001-546225-53910	\$59.97
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	12.ACE HARDWARE	001-546225-53910	\$12.97
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	13.WAWA	001-552030-53910	\$57.83
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	14.CREATIVE PRINTING	001-546225-53910	\$380.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	15.AMAZON	001-546225-53910	\$164.99
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	16.AMAZON	001-546104-53910	\$9.98
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	17.SUNOCO	001-552030-53910	\$53.13
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	18.AMAZON	001-546225-53910	\$206.64
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	19.AMAZON	001-549900-53910	\$19.99
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	20.AMAZOM	001-549900-53910	\$2.99
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	21.7-ELEVEN	001-552030-53910	\$41.00
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	22.SUNOCO	001-552030-53910	\$45.67
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	23.AMAZON	001-546074-53910	\$23.90
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	23.AMAZON	001-546074-53910	\$46.60
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	24.AMAZON	001-549900-53910	\$17.19
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	25.AMAZON	001-549900-53910	\$75.59
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	26.AMAZON	001-546225-53910	\$35.84
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	27.AMAZON	001-546225-53910	\$35.90
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	28.LEIGHTON STONE	001-546074-53910	\$20.74
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	29.LEIGHTON STONE	001-546074-53910	\$621.26
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	30.LEIGHTON STONE	001-546074-53910	\$548.02
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	2.AMAZON - return Lenova ideapad	001-549900-53910	(\$274.44)
ACH	DD788	01/21/21	Vendor	CARDMEMBER SERVICES	011121-0832 ACH	CC PURCH THRU 01.11.21	1.AMAZON - return pressure wash gun	001-546084-53910	(\$49.99)
ACH	DD789	01/03/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	017669 ACH	PAYROLL PE 01/03/21	ProfServ-Field Management	001-531016-53901	\$449.93
ACH	DD790	01/15/21	Vendor	TOHO WATER AUTHORITY - ACH	121720-1 ACH	11/17/20-12/17/20 UTILITY SRVCS	Utility - Water & Sewer	001-543021-53903	\$7,123.83
ACH	DD790	01/15/21	Vendor	TOHO WATER AUTHORITY - ACH	12121720-1 ACH	ADJUSTMENT	Utility - Water & Sewer	001-543021-53903	(\$90.18)

**Account Total    \$821,515.70**

**HARMONY**  
**Community Development District**

**Debit and Credit Card Invoices**

**January 1 - January 31, 2021**

**COPY**  
**Monthly Debit and Credit Card Purchases**  
**Jan-21**

Date	Vendor	Description	Amount
01/04/21	indeed	December 2020 advertising (debit card)	38.25
01/11/21	amazon	refund restock fee (debit card)	(150.00)
12/11/20	amazon	Refund-Craig's affordable Tools	(49.99)
01/07/21	amazon	Refund-lenovo Ideapad 3	(274.44)
12/11/20	amazon	electric leaf blower	102.00
12/14/20	amazon	trailer tire with rim	69.59
12/14/20	amazon	electric leaf blower	102.00
12/16/20	kistruff	touch up paint	85.00
12/17/20	amazon	2021 desk calendar	9.09
12/18/20	pool training	CPO Class	300.00
12/18/20	7-eleven	gas	53.00
12/18/20	7-eleven	gas	15.00
12/21/20	amazon	rubbermaid commercial microburst 10 piece refill pack	59.97
12/21/20	ace hardware	propane fuel	12.97
12/21/20	wawa	gas-truck	57.83
12/21/20	creative printing	Harmony trails directional signs	380.00
12/23/20	amazon	nitrile gloves	164.99
12/24/20	amazon	vehicle fuses	9.98
12/30/20	sunoco	gas	53.13
12/30/20	amazon	can liners	206.64
12/30/20	amazon	12 rolls packing tape	19.99
01/04/21	apple.com	icloud storage Jan	2.99
01/05/21	7-eleven	gas	41.00
01/06/21	sunoco	diesel	45.67
01/06/21	amazon	pool water test kit	23.90
01/06/21	amazon	alkalinity and chlorine test	46.60
01/07/21	amazon	wireless mouse	17.19
01/07/21	amazon	laptop case and SSD	75.59
01/07/21	amazon	4 steel chain basketball nets	35.84
01/08/21	amazon	wiper blades	35.90
01/11/21	leighton stone corp	asco rebuild kit	20.74
01/11/21	leighton stone corp	asco rebuild kit	621.26
01/11/21	leighton stone corp	asco rebuild kit	548.02
		<b>TOTAL</b>	<b>2,779.70</b>

**8C.**

**8Cii.**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT  
PARKS AND RECREATION FACILITY USAGE APPLICATION**

**ORGANIZATION/COMPANY USE APPLICATION**

**IMPORTANT:** Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. **Usage will only be confirmed if all appropriate information has been supplied.**

**APPLICANT INFORMATION**

Name of Entity/Organization/Company: Harmony Community Church 4:12 Student Ministry

Address: 3305 Schoolhouse Rd, Harmony

Type of Organization:  Non-Profit  Commercial  Government  Private

If Non-Profit, does your organization hold a current 503(c)(3) certificate?  Yes  No

Contact Person: Lisa McKee

E-mail: Harmonycommunitystudents@gmail.com

Work Phone: 540-535-5402

Cell Phone: 540-535-5402

**EVENT INFORMATION**

Type of event: Student Service day (ice-cream and games)

Requested location: Buck Lake Park Pavillion

Event date(s): 2/28/2021 Times From: 12 noon (a.m./p.m.) To: 4:00pm (a.m./p.m.)

Anticipated # of attendees: 60 What age group? all ages (families of 4:12 students)

**NOTE:** *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.*

**DAMAGE DEPOSIT**

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

**VENDORS/MERCHANDISE**

*Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.*

How many vendor/merchandise locations will your event require? none

Please describe vendors/type that will occur on day of event: \_\_\_\_\_  
\_\_\_\_\_

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached:  Yes  No

**CATERING**

Will your event require catering?  Yes  No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/ Pager: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTACT INFORMATION**

*Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.*

Osceola County Zoning and Code Enforcement:  
One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

Osceola County Parks and Recreation Department:  
One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

**COPY**

**NOTE: The attached Rider page must also be signed.**

**INDEMNIFICATION AND HOLD HARMLESS**

The **EVENT ORGANIZER** agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

**UPON SIGNATURE** of this application, **THE EVENT ORGANIZER AGREES TO BE LIABLE** for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

**THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS** for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

**ACKNOWLEDGEMENT:**

- I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: Lisa McKee Date: 2/08/2021

Printed Name: Lisa D McKee

**APPROVAL FROM HARMONY CDD**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF EMERGENCY RIDER PAGE

PANDEMIC INDEMNIFICATION

By utilizing District facilities, there are certain risks arising from or related to possible exposure to COMMUNICABLE DISEASES including, but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for the CORONAVIRUS DISEASE (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as “Communicable Diseases”).

The EVENT ORGANIZER represents he or she is fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily ASSUMES FULL RESPONSIBILITY for any and all risk of personal injury or other loss that he or she may sustain in connection with such COMMUNICABLE DISEASES.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.
I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.
If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature: Lisa D McKee Date: 2/08/2021

Printed Name: Lisa D McKee

APPROVAL FROM HARMONY CDD

Signature: Date:

Printed Name:

Title:

**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**)

COPY

PROPOSED NEW  
CROSSWALK AREA.



EXISTING CROSSWALK  
AREA



# COPY --Proposal--

14232

**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 \_\_\_\_\_

# COPY --Proposal--

14238

**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 but 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 \_\_\_\_\_

**9B.**

Prepared by and return to:  
Crystal Maier, Esq.  
3203 Lawton Rd., Ste. 125  
Orlando, FL 32803

Parcel I.D. Nos.: 3026322877000100E0

### QUIT CLAIM DEED

This Quit Claim Deed, executed this 4 day of January, 2021 by **Ashley Park at Harmony Homeowners Association, Inc.** whose address is 811 Mabbette Street, Kissimmee, FL 34741, hereinafter the First Party, and **Harmony CDD**, whose address is 3500 Harmony Square Dr. W, Harmony, FL 34771, hereinafter the **Second Party**.

*(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)*

**Witnesseth**, That the said First Party, for and in consideration of the sum of \$10.00, and other valuable considerations, in hand paid by said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the following described lot, piece or parcel land, situate, lying, and being in **Osceola County, Florida**, viz:

**ASHLEY PARK AT HARMONY PB 19 PG 34-38 TRACT E**

**To have and to hold**, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said First Party has signed and sealed these presents the day and year first above written.

Witnesses:

Ashley Park at Harmony Homeowners Association, Inc.

[Signature]  
Witness #1 Name: MARK MILLS

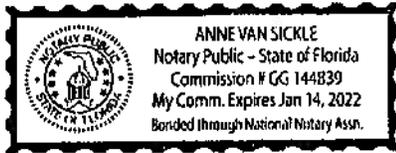
[Signature]  
Print Name: Diane L. Struyk  
Title: President

[Signature]  
Witness #2 Name: NANCY MILLS

STATE OF Florida  
COUNTY OF Osceola

Sworn to, affirmed, and subscribed before me by means of [ ] physical presence or [ ] online notarization this 4 day of January, 2020, by Diane Struyk, President of Ashley Park at Harmony Homeowners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public  
Printed Name: Anne Van Sickle  
My Commission Expires: 01-14-2022

*This deed has been prepared at the First Party's request without examination or legal opinion of title.*

Prepared by and return to:  
Crystal Maier, Esq.  
3203 Lawton Rd., Ste. 125  
Orlando, FL 32803

Parcel I.D. Nos.: 3026322877000100F0

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ASHLEY PARK AT HARMONY PB 19 PG 34-38 TRACT F

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said First Party has signed and sealed these presents the day and year first above written.

Witnesses:

Ashley Park at Harmony Homeowners Association, Inc.

[Signature]  
Witness #1 Name: MARK HILLS

[Signature]  
Print Name: DIANE L. STRUYK  
Title: President

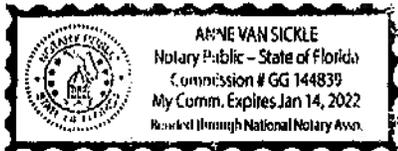
[Signature]  
Witness #2 Name: NANCY HILLS

STATE OF Florida  
COUNTY OF OSCEOLA

Sworn to, affirmed, and subscribed before me by means of [ ] physical presence or [ ] online notarization this 4 day of January, 2020, by Diane Struyk, President of Ashley Park at Harmony Homeowners Association, Inc., who is personally known to me or who has produced as identification.

[Notary Seal]

[Signature]  
Notary Public  
Printed Name: Anne VanSickle  
My Commission Expires: 01-14-22



*This deed has been prepared at the First Party's request without examination or legal opinion of title.*

Prepared by and return to:  
Crystal Maier, Esq.  
3203 Lawton Rd., Ste. 125  
Orlando, FL 32803

Parcel I.D. Nos.: 3026322877000100G0

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Witnesseth, That the said First Party, for and in consideration of the sum of \$10.00, and other valuable considerations, in hand paid by said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the following described lot, piece or parcel land, situate, lying, and being in Osceola County, Florida, viz:

ASHLEY PARK AT HARMONY PB 19 PG 34-38 TRACT G

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said First Party has signed and sealed these presents the day and year first above written.

Witnesses:

Ashley Park at Harmony Homeowners Association, Inc.

[Signature]  
Witness #1 Name: MARK HILLS

[Signature]  
Print Name: Diane L. Strujik  
Title: President

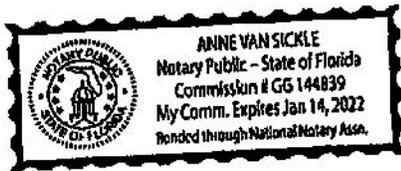
[Signature]  
Witness #2 Name: Nancy Hills

STATE OF Florida  
COUNTY OF Osceola

Sworn to, affirmed, and subscribed before me by means of  physical presence or  online notarization this 4 day of January, 2021, by Diane Strujik, President of Ashley Park at Harmony Homeowners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

[Signature]  
Notary Public  
Printed Name: Anne VanSickle  
My Commission Expires: 01-14-2022



*This deed has been prepared at the First Party's request without examination or legal opinion of title.*

**9C.**

**9Ci.**

COPY

# Harmony CDD Videography Proposal

Dan Leet

# COPY

## 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

# COPY

## 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!

**9Cii.**

**COPY**

**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.

**COPY**

**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.

**9Ciii.**

25344 Wesley Chapel Blvd  
 Lutz, FL. 33559  
<https://completeit.io>  
 (813) 444-4355



**Customer Contact Information:**

thomas test  
 5557 Geiger Estates Drive  
 Zephyrhills, FL 33541

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

<b>Total</b>	<b>\$2,054.50</b>
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(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

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

**THIS IS ONLY AN ESTIMATE**

<b>Estimate Total</b>	<b>\$2,054.50</b>
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Please refer to contract or Complete I.T. Corp website for additional details including but not limited to warranty information.



**9G.**

# HARMONY CDD

## Speaking Request Form

Name: TJ Ledbetter  
(please print clearly)

Address: 3434 Feathergrass Ct.

**The Agenda item that I wish to speak to:**

- Audience Comments
- Other Agenda Item, number

My written comments:

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- *If you desire to speak on more than one topic, please complete a separate form for each agenda item.*
- *Please limit your comments to three minutes.*
- *Groups should designate a spokesperson to avoid duplication of comments on similar issues.*
- *The Public Comment Period is for comments, not for debate or dialogue with the Board.*
- *Comments should be directed to issues rather than the Board or an individual Board member.*

February 2021

Dear Board Members,

The residents of Feathergrass Court hereby formally request an upgrade to the playground.

We have attached several images of the various playgrounds in the Harmony community to help you make a more informed decision for the needed changes we are requesting.

Additional playground equipment, picnic tables, and additional seating would be a great start in making this space more useful for our children and families.

These additions would allow for more outdoor social gatherings and outdoor playtime activities for our children which is recommended by the CDC during this COVID pandemic.

We collectively submit this request and attach signatures to confirm the desire for further review.

Thanks for your help in this matter. We look forward to your response and further direction in achieving this goal.

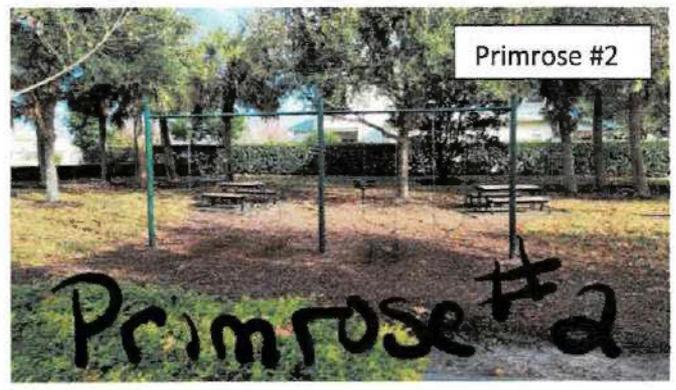
Sincerely,

The Residents of Feathergrass Court

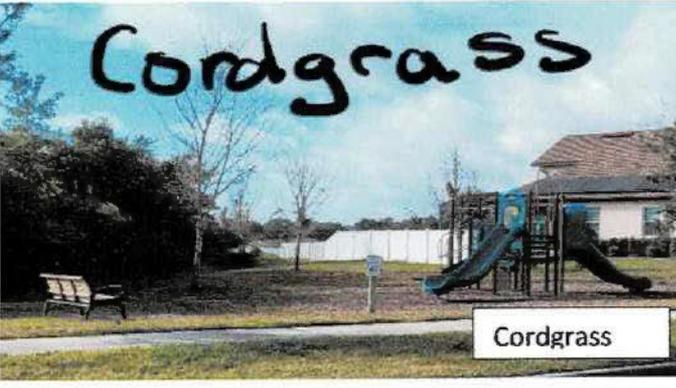




Primrose #1



Primrose #2



Cordgrass

Cordgrass



Cupseed

Cupseed



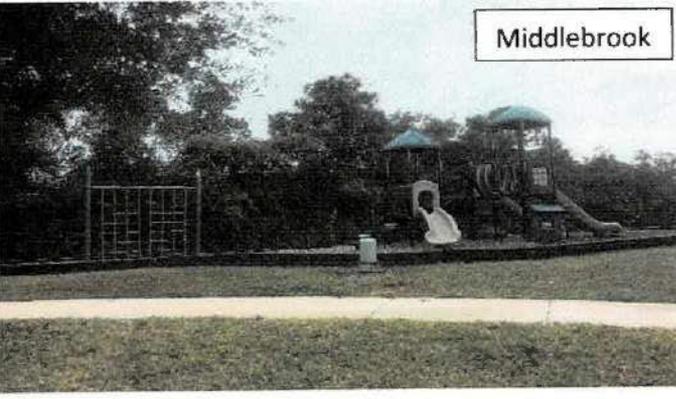
Blazing Star

Blazing Star



Townhomes

Townhomes



Middlebrook

Printed Name	Signature	Address
DEWAİN CLEMONS		3458
Alex W. Lopez		<del>3454</del> 3423
Jaymie Fritz		3450
Carlos Orellana		3446
		3442
Jessica Portolatin		3438
Heather Ledbetter		3434
Jose LOVAR		3430
JoMarie Sebiovia		3426
+ Juan I. Rosalillo		3422
Zeb Ernest		<del>3414</del> 3402
GEETA S. BHAGWANDASS	Geeta S. Bhagwandas	3406
Jessica Rockne		<del>3402</del> 3414
		3403
Cindy Strauch	Cindy Strauch	3407
		3411
Kathryn Davis		3415
Cole Weisberg		3419
Yajaira Carratala		<del>3423</del> 3454
Rachel Gooder		3427
Feliciano Gonerkes		3431
Holly BARTON		3435
		3439
	unoccupied	3443
		3447
		3451
Henry Grant		3455
Chuck Sandifer		<del>3455</del> 3459

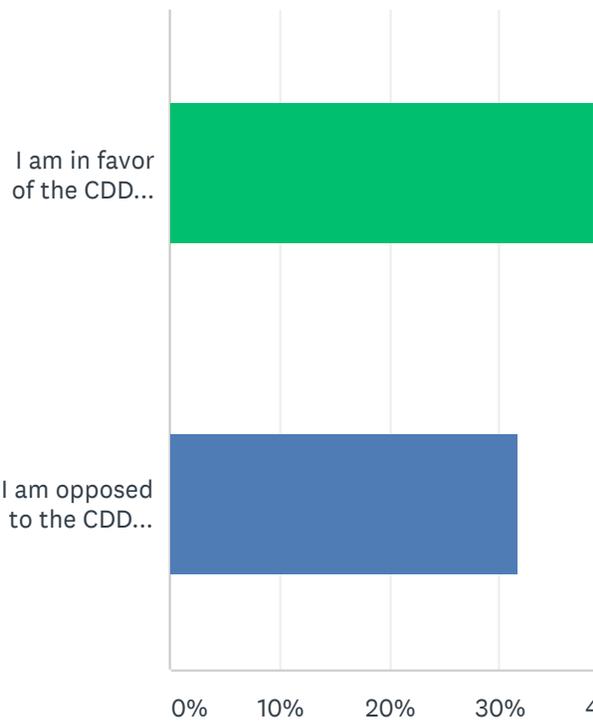
**TENTH ORDER OF BUSINESS**

**10A.**

# Harmony VC-10 Owners Survey

## Construction of any facilitie...

Answered: 193 Skipped: 0

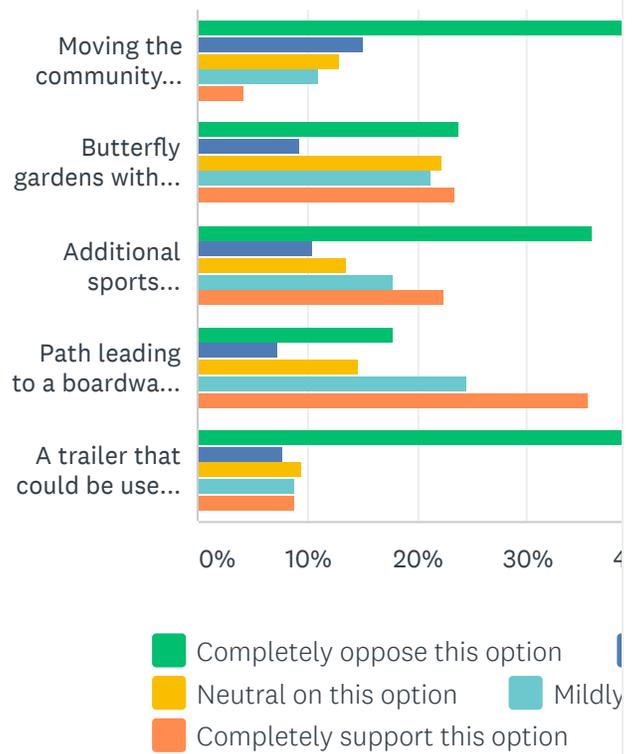


Harmony VC-10 Owners Survey

🔍 (0)

## Some ideas for improving V...

Answered: 193 Skipped: 0



Harmony VC-10 Owners Survey

🔍 (0)