

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**January 27, 2022
AGENDA PACKAGE**

**Jones Homes
3285 Songbird Circle, St. Cloud FL 34773**

The CDC COVID-19 Guidelines recommend that all people wear face masks while in enclosed public places.

Social distancing measures will be enforced, and masks are required to attend the Harmony CDD meetings until otherwise advised.

Remote participation options will continue to be provided for telephonic public attendance via:

Zoom: <https://zoom.us/j/4276669233>

Call-in: 929-205-6099 Meeting ID: 4276669233#

Access Code: 4276669233 ("Harmony CDD")



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

Harmony Community Development District

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



Angel Montagna, District Manager
Timothy Qualls, Esq. District Counsel
David Hamstra, PE District Engineer
Vincent Morrell, Field Manager

January 20, 2022

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 Thursday, January 27, 2022 at 6:00 p.m. at 3285 Songbird Circle, St. Cloud Fl 34773 and via Zoom https://zoom.us/j/4276669233 Meeting ID: 427 666 9233 Call-in: 929 205 6099. Following is the advance agenda for the meeting:

- 1. Roll Call
2. Audience Comments (Limited to a Maximum of 3 Minutes)
3. Contractors' Reports
A. Servello
4. New Business
A. Discussion Regarding Tract B - 1()
i. Information presented by Mr. Pratt
a. Cover Letter...Page 7
b. Request to the CDD Board...Page 9
c. Birchwood to CDD Deed...Page 12
d. Minor Corrective Deed ...Page 16
e. Plat Book...Page 19
f. Location of B-1...Page 20
g. Option-1: Convey Title & Confirm Easement (CDD owns fee simple)...Page 21
h. Agreement Conveying Title & Confirming Easement (Harmony owns fee simple)...Page 27
ii. Other Information
a. Excerpt of Harmony PD ...Page 32
b. Parcel Ownership Map...Page 33
c. Historical Aerial...Page 34
B. Legal Counsel RFQ's ...Page 35
5. Consent Agenda
A. Approval of December 16, 2021 Regular Meeting Minutes...Page 60
B. Approval of December 08, 2021 Topical Workshop Minutes...Page 61
C. Financial Statements for December 31, 2021...Page 79
D. Approval of #261 Invoices and Check Register (Invoices Available Upon Request)...Page 93

- 6. **District Manager**
 - A. **District Manager Report**

- 7. **Staff Reports**
 - A. **District Engineer**
 - i. District Engineer Report.....Page 99
 - a. Proposal to Monitor Wetlands.....Page 162
 - b. Encroachment Agreement with FGT.....Page 169
 - B. **District Counsel**
 - i. District Counsel Report.....Page 188
 - ii. Real Property Inventory
 - C. **Field Manager**
 - i. Field Manager’s Report.....Page 191

- 8. **Old Business**

- 9. **Supervisors’ Requests**

- 10. **Adjournment**

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

Sincerely,
Angel Montagna
 Angel Montagna
 District Manager

Fourth Order of Business

4A

4Ai

COPY

BURR • FORMAN LLP
results matter

James R. Pratt
 jpratt@burr.com
 Direct Dial: (407) 540-6655
 Direct Fax: (407) 540-6656

Burr & Forman LLP
 200 South Orange Avenue
 Suite 800
 Orlando, FL 32801

Office (407) 540-6600
Fax (407) 540-6601

BURR.COM

January 18, 2022

HARMONY COMMUNITY DEVELOPMENT DISTRICT
 210 N. University Drive, Suite 102
 Coral Springs, Florida 33701

ATTN: Teresa Kramer, Chairperson Teresa@harmonyccd.org

**Re: Request for Board Action Clarifying Interests in Ingress/Egress Utility Tract B-1,
 BIRCHWOOD NEIGHBORHOODS B & C, Plat Book 14, Page 67
 Our File No.: 6606880-16**

Ms. Kramer:

On behalf of Harmony Retail, LLC, I have attached the documents listed below for consideration by the Board at its meeting later this month. We are delivering these documents to you today, rather than yesterday, because of the Martin Luther King, Jr. national holiday.

The attached documents are the following:

1. Agreement Conveying Fee Simple Title And Confirming Easements (Fee Simple in CDD);
2. Agreement Conveying Fee Simple Title And Confirming Easements (Fee Simple in Harmony);
3. Request Submitted by Harmony Retail, LLC to The Harmony Community Development District for Execution of Documents to Clarify and Establish Interests in Ingress/Egress Utility Tract B-1;
4. Site Plan Depicting Proposed Improvements affecting Tract B-1;
5. Plat for BIRCHWOOD NEIGHBORHOODS B & C, Plat Book 14, beginning at Page 67;
6. Drainage Easement between Harmony Retail, LLC and Harmony Community Development District; and
7. Deed of Dedication.

AL • DE • FL • GA • MS • NC • SC • TN

HARMONY COMMUNITY DEVELOPMENT DISTRICT

January 18, 2022

Page 2

The attached Agreement Conveying Fee Simple Title and Confirming Easements (Fee Simple in CDD) requires legal descriptions for parcels adjoining Tract B-1. We will provide those legal descriptions later.

Further, a title insurance underwriter is in the process of reviewing the two Agreements conveying Fee Simple Title and Confirming Easements. If the title insurance underwriter suggests revisions to these documents, we will communicate them to you before the Board meeting.

At your convenience, please confirm your receipt of these documents and also confirm they are sufficient for consideration by the Board later this month.

Thank you for your assistance. Please contact me if you would like additional information.

Kindest Regards,



James R. Pratt
Partner

JRP

Attachments

cc: [Angel Montagna Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)
[Timothy Qualls, Esq. TQualls@yvlaw.net](mailto:TQualls@yvlaw.net)
[David Hamstra david@pegasusengineering.net](mailto:david@pegasusengineering.net)
[Steve Boyd steve@boydcivil.com](mailto:steve@boydcivil.com)
[Steve Fusilier steve@realtygroupfl.com](mailto:steve@realtygroupfl.com)

REQUEST SUBMITTED BY HARMONY RETAIL, LLC TO THE HARMONY COMMUNITY
DEVELOPMENT DISTRICT FOR EXECUTION OF DOCUMENTS TO CLARIFY AND ESTABLISH
INTERESTS IN INGRESS/EGRESS UTILITY TRACT B-1

NATURE OF REQUEST.

This is a request that we believe addresses needs of both Harmony Retail, LLC (“**Harmony**”) and of Harmony Community Development District (“**CDD**”). In short, we are asking that Harmony and CDD execute and record a document that either: (1) establishes fee simple title for Tract B-1 (defined below) in Harmony and confirms the Drainage Easement (also defined below) in favor of CDD; or (2) establishes fee simple title for Tract B-1 in CDD and confirms the Reserved Easements discussed below in favor of Harmony.

Harmony will defer to the CDD on which of the two solutions (“**Solutions**”) we implement. We do not believe, however, either Harmony or CDD should endure the status quo.

TRACT B-1.

The fourth page of the Plat for BIRCHWOOD NEIGHBORHOODS B & C, Plat Book 14, beginning at Page 67 (the “**Plat**”) identifies a tract running generally north and south as “Ingress/Egress Utility Tract B-1 (“**Tract B-1**”). We have attached a copy of the Plat. The drainage easement negotiated last Fall between CDD and Harmony (“**Drainage Easement**”) affects a portion of Tract B-1. We have attached a copy of the Drainage Easement.

DEED OF DEDICATION.

A Deed of Dedication recorded in March of 2003 from a Harmony predecessor in title (“**Deed of Dedication**”) “remised, released, and quit-claimed” Tract B-1 to the CDD¹. The Deed of Dedication also reserved to the grantor, its successors, and assigns the following easements (the “**Reserved Easements**”):

“...a private perpetual non-exclusive easement on, over and under all the Property for road drainage; utilities; cable television; irrigation; parking; the right but not the obligation to perform road maintenance; the right but not the obligation, to pave and construct driveways and curb cuts subject to and in accordance with the rights of the Grantor as set forth below; access to the contiguous publicly dedicated portion of the right-of-way dedicated by the Plat via the driveways and curb cuts now or in the future constructed thereon in accordance with and subject to the rights of the Grantor as set forth below; encroachments of structures, structural overhangs, foundations, footers, and maintenance of those structures; the right, but not the obligation, to perform landscaping maintenance and the right, but not the obligation to install and

¹ A Corrective Deed of Dedication (OR Book 2417, Page 2622) later made a correction to the Deed of Dedication.

maintain signage, lighting, mailboxes, and decorative improvements including but not limited to fencing and entry features.”

In addition, the Deed of Dedication contained the following limitation on CDD’s use of Tract B-1 (as well as the other properties described in the Deed of Dedication):

“Grantor hereby further reserves to itself (and to its grantees and assignees, if specifically authorized by the plat, instrument of grant or assignment) the exclusive right and privilege to determine the location of any improvements, equipment, driveways, curb cuts, paved areas or facilities to be placed within, on or beneath the surface of all easements reserved in this instrument and Grantor retains (for itself and its grantees or assigns) the right of access and use over and across all said easements for improvement, construction and maintenance purposes.”

CONFUSION CONCERNING OWNERSHIP.

After the recording of the Deed of Dedication, ownership of Tract B-1 became confused. The Osceola County Property Appraiser identifies Harmony, not CDD, as the owner of Tract B-1. Further, Harmony granted the Drainage Easement to CDD believing Harmony owned Tract B-1 and CDD needed the easement to maintain its drainage facilities within that tract.

PLANNED MULTI-FAMILY DEVELOPMENT.

Harmony has contracted to sell its properties adjoining Tract B-1. Those properties will be developed as a residential apartment community, and the plans include use of Tract B-1 for, among other uses, ingress and egress and parking. Please see the attached site plan depicting how the development will affect Tract B-1.

Those uses are permitted under the Reserved Easements.

It is appropriate CDD and Harmony clarify and establish their respective rights and interests in Tract B-1. Doing so will satisfy concerns of Harmony’s buyer and will add certainty to the development approval process. Doing so will also give CDD information regarding its holdings and allow it to assess risks and, to a degree, manage them.

We are recommending Harmony and CDD execute and record a document that either: (1) establishes fee simple title for Tract B-1 in Harmony and confirms the Drainage Easement in favor of CDD; or (2) establishes fee simple title for Tract B-1 in CDD and confirms the Reserved Easements in favor of Harmony.

SOLUTIONS.

We have attached two documents, both titled “Agreement Conveying Fee Simple Title and Confirming Easements” (the “**Solution Agreements**”). Harmony will have fee simple title under one of the Solution Agreements. If Harmony and CDD execute and record that Solution

Agreement fee simple title for Tract B-1 will vest in Harmony, and CDD will confirm its rights under the Drainage Easement. CDD will have fee simple title under the other Solution Agreement. If Harmony and CDD execute and record the Solution Agreement, fee simple title for Tract B-1 will vest in CDD; and Harmony will confirm its rights under the Reserved Easements.

Harmony and its buyer are willing to own Tract B-1 in fee simple. We assume that is CDD's preference as well. It does not seem in the interest of the CDD to own fee title to what will become a drive and parking area within an active residential community.

CONCLUSION.

We leave it to the CDD to decide how it would like to proceed. Harmony will cooperate with CDD in effecting the Solution it prefers. Our simple request is to implement one of the Solutions for the benefit of both Harmony and CDD.

Attachments

1. Plat
2. Drainage Easement
3. Solution Agreements (both)
4. Site Plan for Apartment Community

LARRY WHALEY 4P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

This instrument prepared by
and return to:

CL 2003037779 OR 2206/644
AML Date 03/05/2003 Time 15:36:58

MARK S. LIEBLICH, Esquire
BAKER & HOSTETLER LLP
2300 Sun Bank Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802
(407) 649-4000

DOC STAMPS: 0.70

Parcel Identification (Folio) No. 30-26-0000-0010-0000

Grantee(s) Tax ID No. _____

DEED OF DEDICATION
State of Florida
Osceola County

THIS DEED OF DEDICATION, made and given this 7th day of February, 2003, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is 4305 Neptune Road, St. Cloud, Florida 34769 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a special district according to Chapter 189, Florida Statutes whose address is 10300 N.W. 11th Manor, Coral Springs, Florida 33701 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" 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 Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, dedicates to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows:

CL 2003037779

OR 2206/645



The 25' Buffer Easement,

Park Tracts P/B-4, P/B-5, P/B-6, P/B-7, P/B-8, P/C-9, P/C-10,

Ingress/Egress Utility Tract-1, Ingress Egress Utility Tract-2, Ingress/Egress Utility Tract B-1, Access Utility Easement, and

Lift Station Tract LS-2,

as described in that certain Plat entitled Birchwood Neighborhoods B&C (the "Plat") recorded in Plat Book 14 at Page 67 of the Public Records of Osceola County, Florida (the "Property").

The conveyance, dedication and acceptance of the Property is made subject to the Grantor's express reservation for itself, its successors and assigns, of a private perpetual non-exclusive easement on, over and under all the Property for road drainage; utilities; cable television; irrigation; parking; the right but not the obligation to perform road maintenance; the right but not the obligation, to pave and construct driveways and curb cuts subject to and in accordance with the rights of the Grantor as set forth below; access to the contiguous publicly dedicated portion of the rights-of-way dedicated by the Plat via the driveways and curb cuts now or in the future constructed thereon in accordance with and subject to the rights of the Grantor as set forth below; encroachments of structures, structural overhangs, foundations, footers, and maintenance of those structures; the right, but not the obligation, to perform landscaping maintenance and the right, but not the obligation, to install and maintain signage, lighting, mailboxes, and decorative improvements including but not limited to fencing and entry features.

Grantor hereby further reserves to itself (and to its grantees and assignees, if specifically authorized by the plat, instrument of grant or assignment) the exclusive right and privilege to determine the location of any improvements, equipment, driveways, curb cuts, paved areas or facilities to be placed within, on or beneath the surface of all easements reserved in this instrument and Grantor retains (for itself and its grantees or assigns) the right of access and use over and across all said easements for improvement, construction and maintenance purposes.

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 of said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

CL 2003037779

OR 2206/646



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

“Grantor”

Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership

By: Three E Corporation, a Florida corporation, as its General Partner

Venice Smith, Jr.
Signature of Witness
Print Name: Venice Smith, Jr.

Carolyn McArthur
Signature of Witness
Print Name CAROLYN MCARTHUR

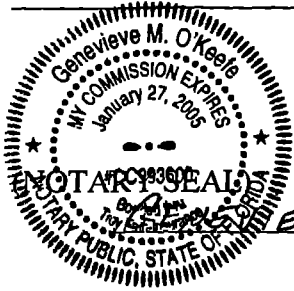
By: James L. Lentz
James L. Lentz
As its: President

CL 2003037779

OR 2206/647

State of Florida)
)ss.
County of Escambia)

The foregoing instrument was acknowledged before me this 7th day of February 2003 by James L. Lentz, as President of Three E Corporation, a Florida corporation, as the General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.



Genevieve M. O'Keefe
(Notary Signature)

GENEVIEVE M. O'KEEFE

(Notary Name Printed)
NOTARY PUBLIC
Commission

No. CC 993600

This instrument prepared by
and return to:

Mark S. Lieblich, Esq.
BAKER & HOSTETLER LLP
2300 Sun Bank Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802
(407) 649-4000

LARRY WHALEY 3P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2004002684 OR 2417/2622
VDT Date 01/07/2004 Time 09:58:15

DOC STAMPS: 0.70

Parcel Identification (Folio) No. 30-26-0000-0010-0000

Grantee(s) Social Security No. _____

CORRECTIVE DEED OF DEDICATION

THIS CORRECTIVE DEED OF DEDICATION, made and given this 15th day of December, 2003, by and between **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is 4305 Neptune Road, St. Cloud, Florida 34769 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a special district according to Chapter 189, Florida Statutes whose address is 10300 N.W. 11th Manor, Coral Springs, Florida 33701 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, dedicates to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows:

The 25' Buffer Easement,

Park Tracts P/B-4, P/B-5, P/B-6, P/B-7, P/C-8, P/C-9, P/C-10,

CL 2004002684

OR 2417/2623

Ingress/Egress Utility Tract-1, Ingress Egress Utility Tract-2, Ingress/Egress Utility Tract B-1,
Access Utility Easement, and

Lift Station Tract LS-2,

as described in that certain Plat entitled Birchwood Neighborhoods B&C (the "Plat")
recorded in Plat Book 14 at Page 67 of the Public Records of Osceola County, Florida (the
"Property");

This deed corrects a typographical error in the legal description of the Deed of Dedication filed in
Official Records of Osceola County, Florida at Book 2206, Page 644. **This deed is given to replace the
incorrect reference that was made to Park Tract P/B-8 to reflect that it is properly referred to as
Park Tract P/C-8.**

The conveyance, dedication and acceptance of the Property is made subject to the Grantor's express
reservation for itself, its successors and assigns, of a private perpetual non-exclusive easement on, over and
under all the Property for road drainage; utilities; cable television; irrigation; parking; the right but not the
obligation to perform road maintenance; the right but not the obligation, to pave and construct driveways and
curb cuts subject to and in accordance with the rights of the Grantor as set forth below; access to the
contiguous publicly dedicated portion of the rights-of-way dedicated by the Plat via the driveways and curb
cuts now or in the future constructed thereon in accordance with and subject to the rights of the Grantor as set
forth below; encroachments of structures, structural overhangs, foundations, footers, and maintenance of
those structures; the right, but not the obligation, to perform landscaping maintenance and the right, but not
the obligation, to install and maintain signage, lighting, mailboxes, and decorative improvements including
but not limited to fencing and entry features.

Grantor hereby further reserves to itself (and to its grantees and assignees, if specifically
authorized by the plat, instrument of grant or assignment) the exclusive right and privilege to determine the
location of any improvements, equipment, driveways, curb cuts, paved areas or facilities to be placed within,
on or beneath the surface of all easements reserved in this instrument and Grantor retains (for itself and its
grantees or assigns) the right of access and use over and across all said easements for improvement,
construction and maintenance purposes.

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 of said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said
Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership

By: Three E Corporation, a Florida corporation, as its General Partner

By: James L. Lentz
James L. Lentz
As its: President

Venker Smith, Jr.
Signature of Witness
Print Name: VENKER SMITH, JR.

Genevieve M. O'Keefe
Signature of Witness
Print Name GENEVIEVE M. O'KEEFE

State of Florida)
County of Brevard)ss.

The foregoing instrument was acknowledged before me this 16th day of December, 2003 by James L. Lentz, as President of Three E Corporation, a Florida corporation, as the General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Carolyn McArthur
(Notary Signature)
CAROLYN MCARTHUR
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD238016

G:\ORdata\msl3492\26135 Birchwood\Platting\Dedication Deeds\Corrective Deed B&C.doc

4Aie

Neighborhoods B & C
Plat Book Details
[[separate cover](#)]

COPY

Z:\PROJECTS\1001040 - Harmony Town Center Phase 1\Plans\Construction Plans\Harmony TC APIS-PKG & AUTURN SHD.DWG
Printed September 3, 2021, 8:56:55 AM

BOYD CIVIL ENGINEERING
 6816 Hanging Moss Road
 Orlando, Florida 32807
 Office: (407) 94-2693
 Certificate of Auth. 29791

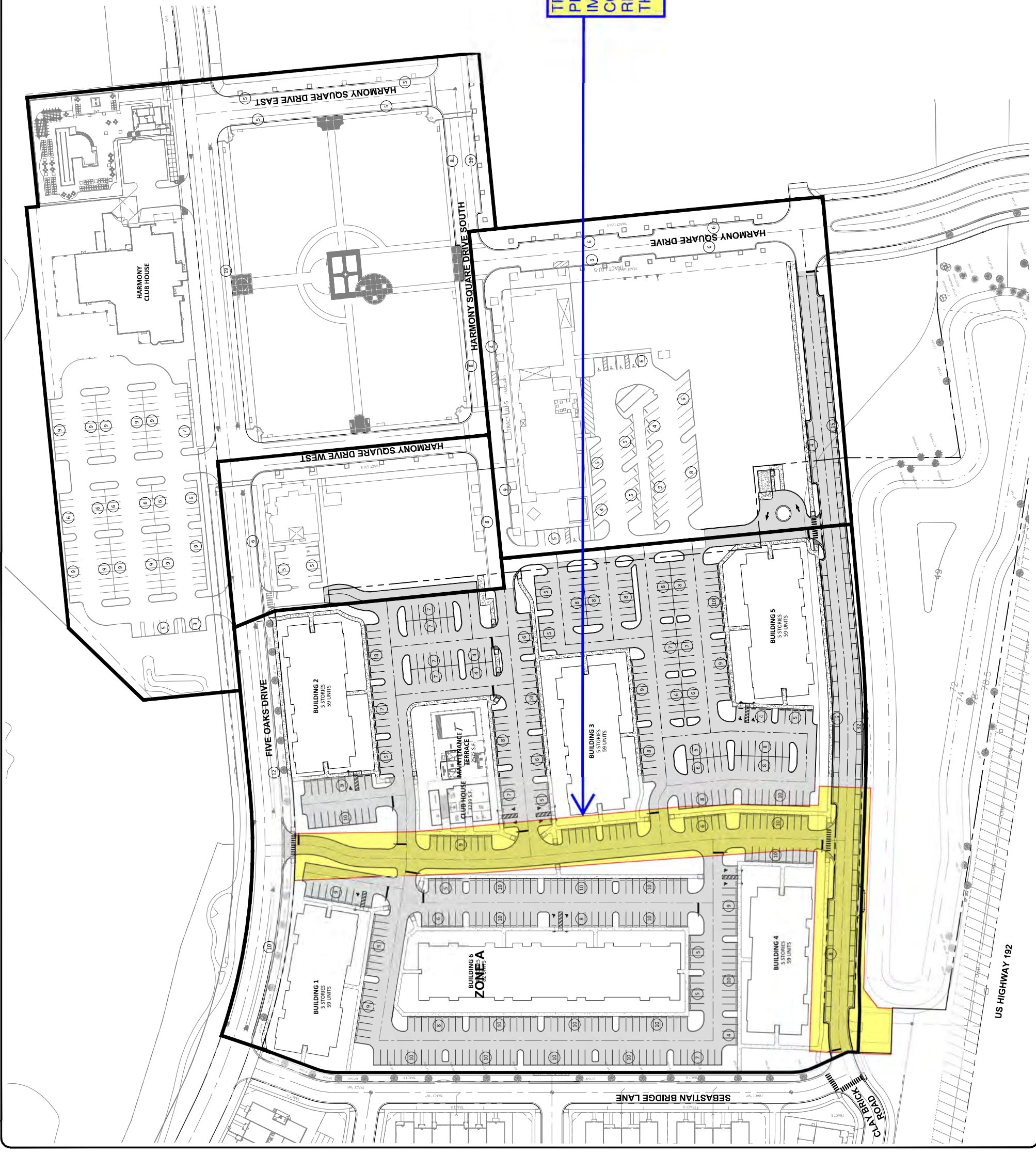


Rev.	Date	Description	Chk By

HARMONY TOWN CENTER APARTMENTS
 OVERALL PARKING & CIRCULATION PLAN

Date: 9/3/2021
 Scale: AS SHOWN
 Project No.: 1001.040
 Drawn By: RAP
 Designed By: RAP
 Checked By: SNB

SHEET NO.:
C6.00



**TRACT B-1 WITH
 PROPOSED
 IMPROVEMENTS
 CONSISTENT WITH THE
 RIGHTS RESERVED IN
 THE DEEDED EASEMENT.**

1001.0408
 9/3/21 10:28

COPY

This document prepared by:

Return original document after recording to:

[The space above this line is reserved for recording information.]

**AGREEMENT CONVEYING FEE SIMPLE TITLE
AND CONFIRMING EASEMENTS**
(Fee simple title in CDD)

This Agreement Conveying Fee Simple Title And Confirming Easements (“**Agreement**”) is entered into as of _____, 2022 by HARMONY RETAIL, LLC, a Florida limited liability company, (“**Harmony**”) whose address for purposes of this document is 7272 Harmony Square Drive, Harmony, Florida 34773, and by HARMONY COMMUNITY DEVELOPMENT DISTRICT, a limited special and single purpose local government created by Chapter 190, Florida Statutes and established on the proposed property by County ordinance (“**CDD**”), whose address for purposes of this document is 210 N. University Drive, Suite 102, Coral Springs, Florida 33701. Harmony and CDD are sometimes referred to collectively below as the “**Parties**,” and individually as a “**Party**.”

BACKGROUND

Harmony and CDD desire to establish their respective rights, titles, claims, and interests (collectively, “**Interests**”) in Tract B-1 (defined below). They have entered into, and will record in the Public Records, this Agreement for the purpose of evidencing their mutual agreement regarding Tract B-1, and for resolving any doubt concerning their respective interests in Tract B-1.

NOW, THEREFORE, IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, and in consideration of their mutual covenants and agreements set forth below, Harmony and CDD hereby covenant and agree as follows:

1. **Definitions.** For purposes of this Agreement, each of the following terms have the definition provided below for that term.
 - a. “Deed of Dedication” means that certain Deed of Dedication dated February 7, 2003 and recorded in Official Records Book 2206, beginning at Page 644, of the Public Records of Osceola County, Florida (as modified by that certain Corrective Deed of Dedication dated December 15, 2003 and recorded in Official Records Book 2417, Page 2622, of the Public Records of Osceola County, Florida).
 - b. “Dominant Parcels” means the parcels adjoining Tract B-1 on its easterly and westerly boundaries, both of which are described in **Exhibit “A”** attached hereto and incorporated herein by reference.
 - c. “Reserved Easements” means the easements and other rights expressly reserved in the Deed of Dedication which are restated verbatim in **Exhibit “B”** attached hereto and incorporated herein by reference.

[The space above this line is reserved for recording information.]

- d. “Tract B-1” means Ingress/Egress Utility Tract B-1, BIRCHWOOD NEIGHBORHOODS B & C, according to the Plat thereof, as recorded in Plat Book 14, beginning at Page 67, of the Public Records of Osceola County, Florida.
2. **Fee Simple Title.** The Parties agree fee simple title for Tract B-1 shall be vested in CDD. Accordingly, Harmony does hereby convey, remise, and quitclaim to CDD all Interests of Harmony in Tract B-1 (other than the Reserved Easements, which Harmony expressly reserves and retains as provided below).
3. **Confirmation of Easements.** The Deed of Dedication reserved to the grantor and its successors and assigns the Reserved Easements. The grantor of the Deed of Dedication is Harmony’s predecessor in interest. Accordingly, Harmony has succeeded to and has the right to exercise and invoke to the fullest extent the Reserved Easements.
- a. Notwithstanding any other provision of this Agreement, the Parties intend the Reserved Easements survive, continue, and remain in full force and effect.
- b. CDD hereby confirms Tract B-1 is subject to the Reserved Easements, and the Reserved Easements remain in full force and effect.
- c. CDD hereby grants and renews the Reserved Easements as perpetual, nonexclusive easements appurtenant to the Dominant Parcels and running with title to Tract B-1.
4. **Running With Title.** The easements and related rights created and confirmed by this Agreement shall be perpetual and appurtenant for the use and benefit of, and inuring in favor of, the Parties and of the Parties’ respective properties. These easements and rights shall also constitute covenants and servitudes binding on the Parties and on all subsequent owners and occupants of their respective properties, and running with the title thereto.
5. **Limitation on Remedies.** Notwithstanding any conflicting or contrary provision of this Agreement, and notwithstanding the remedies that a Party may invoke in accordance with applicable law, in the event of a Party’s default of this Agreement, the easements, privileges, appurtenances, and other benefits granted by or arising from this Agreement in favor of defaulting Party or of its property shall remain in full force and effect and shall not be revoked or otherwise terminated, and no Party shall have the right permanently or temporarily to revoke, suspend, or otherwise impair those easements, privileges, appurtenances, and other benefits.

[The Parties have signed on the following pages.]

[The space above this line is reserved for recording information.]

[Signature pages of Agreement Confirming Fee Simple Title and Confirming Easements.]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the day and year above written.

WITNESSES:

HARMONY RETAIL, LLC

Signature: _____
Print name:

by: _____
Steve Fusilier, Manager

Signature: _____
Print name:

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization on _____, 2022, by Steve Fusilier, as Manager of Harmony Retail, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____, as identification.

SIGNATURE OF NOTARY

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____

[The space above this line is reserved for recording information.]

WITNESSES:

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Signature: _____
Print name: _____

by: _____
Print name: _____

Signature: _____
Print name: _____

As its: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization on _____, 2022, by _____, as _____ of Harmony Community Development District, a special and single purpose local government under Chapter 190, Florida Statutes, on behalf of the District. He/She is personally known to me or has produced _____, as identification.

SIGNATURE OF NOTARY

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

[The space above this line is reserved for recording information.]

EXHIBIT "A"

Adjoining Parcel East of Tract B-1:

Adjoining Parcel West of Tract B-1:

[The space above this line is reserved for recording information.]

EXHIBIT "B"
Reserved Easements

"The conveyance, dedication and acceptance of the Property is made subject to the Grantor's express reservation, for itself, its successors and assigns, of a private perpetual non-exclusive easement on, over and under all the Property for road drainage; utilities; cable television; irrigation; parking; the right but not the obligation to perform road maintenance; the right but not the obligation, to pave and construct driveways and curb cuts subject to and in accordance with the rights of the Grantor as set forth below; access to the contiguous publicly dedicated portion of the right-of-way dedicated by the Plat via the driveways and curb cuts now or in the future constructed thereon in accordance with and subject to the rights of the Grantor as set forth below; encroachments of structures, structural overhangs, foundations, footers, and maintenance of those structures; the right, but not the obligation, to perform landscaping maintenance and the right, but not the obligation to install and maintain signage, lighting, mailboxes, and decorative improvements including but not limited to fencing and entry features."

"Grantor hereby further reserves to itself (and to its grantees and assignees, if specifically authorized by the plat, instrument of grant or assignment) the exclusive right and privilege to determine the location of any improvements, equipment, driveways, curb cuts, paved areas or facilities to be placed within, on or beneath the surface of all easements reserved in this instrument and Grantor retains (for itself and its grantees or assigns) the right of access and use over and across all said easements for improvement, construction and maintenance purposes."

COPY

This document prepared by:

Return original document after recording to:

[The space above this line is reserved for recording information.]

**AGREEMENT CONVEYING FEE SIMPLE TITLE
AND CONFIRMING EASEMENTS**
(Fee simple title in Harmony)

This Agreement Conveying Fee Simple Title And Confirming Easements (“**Agreement**”) is entered into as of _____, 2022 by HARMONY RETAIL, LLC, a Florida limited liability company, (“**Harmony**”) whose address for purposes of this document is 7272 Harmony Square Drive, Harmony, Florida 34773, and by HARMONY COMMUNITY DEVELOPMENT DISTRICT, a limited special and single purpose local government created by Chapter 190, Florida Statutes and established on the proposed property by County ordinance (“**CDD**”), whose address for purposes of this document is 210 N. University Drive, Suite 102, Coral Springs, Florida 33701. Harmony and CDD are sometimes referred to collectively below as the “**Parties**,” and individually as a “**Party**.”

BACKGROUND

Harmony and CDD desire to establish their respective rights, titles, claims, and interests (collectively, “**Interests**”) in Tract B-1 (defined below). They have entered into, and will record in the Public Records, this Agreement for the purpose of evidencing their mutual agreement regarding Tract B-1, and for resolving any doubt concerning their respective interests in Tract B-1.

NOW, THEREFORE, IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, and in consideration of their mutual covenants and agreements set forth below, Harmony and CDD hereby covenant and agree as follows:

1. **Definitions.** For purposes of this Agreement, each of the following terms has the definition provided below for that term.
 - a. “**Drainage Easement**” means that certain Drainage Easement between the Parties dated October 28, 2021 and recorded as instrument number 2021171033, of the Public Records of Osceola County, Florida.
 - b. “**Tract B-1**” means Ingress/Egress Utility Tract B-1, BIRCHWOOD NEIGHBORHOODS B & C, according to the Plat thereof, as recorded in Plat Book 14, beginning at Page 67, of the Public Records of Osceola County, Florida.
2. **Fee Simple Title.** The Parties agree fee simple title for Tract B-1 shall be vested in Harmony. Accordingly, CDD does hereby convey, remise, and quitclaim to Harmony all Interests of CDD in Tract B-1 (other than the Drainage Easement, which CDD expressly reserves and retains as provided below).

[The space above this line is reserved for recording information.]

3. **Confirmation of Easements.** Notwithstanding any other provision of this Agreement, the Parties intend the Drainage Easement survive, continue, and remain in full force and effect in accordance with the terms thereof. The Parties agree the Drainage Easement has not merged with fee title for Tract B-1. Harmony hereby confirms Tract B-1 is subject to the Drainage Easement, and the Drainage Easement remains in full force and effect and runs with title to Tract B-1.
4. **Running With Title.** The easements and related rights created and confirmed by this Agreement shall be perpetual and appurtenant for the use and benefit of, and inuring in favor of, the Parties and of the Parties' respective properties. These easements and rights shall also constitute covenants and servitudes binding on the Parties and on all subsequent owners and occupants of their respective properties, and running with the title thereto.
5. **Limitation on Remedies.** Notwithstanding any conflicting or contrary provision of this Agreement, and notwithstanding the remedies that a Party may invoke in accordance with applicable law, in the event of a Party's default of this Agreement, the easements, privileges, appurtenances, and other benefits granted by or arising from this Agreement in favor of defaulting Party or of its property shall remain in full force and effect and shall not be revoked or otherwise terminated, and no Party shall have the right permanently or temporarily to revoke, suspend, or otherwise impair those easements, privileges, appurtenances, and other benefits.

[The Parties have signed on the following pages.]

[The space above this line is reserved for recording information.]

[Signature pages of Agreement Confirming Fee Simple Title and Confirming Easements.]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the day and year above written.

WITNESSES:

HARMONY RETAIL, LLC

Signature: _____
Print name:

by: _____
Steve Fusilier, Manager

Signature: _____
Print name:

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization on _____, 2022, by Steve Fusilier, as Manager of Harmony Retail, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____, as identification.

SIGNATURE OF NOTARY

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

[The space above this line is reserved for recording information.]

WITNESSES:

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Signature: _____
Print name: _____

by: _____
Print name: _____

Signature: _____
Print name: _____

As its: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization on _____, 2022, by _____, as _____ of Harmony Community Development District, a special and single purpose local government under Chapter 190, Florida Statutes, on behalf of the District. He/Shee is personally known to me or has produced _____, as identification.

SIGNATURE OF NOTARY

NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

4Aii.

EXCERPTS FROM HARMONY PD19-00035 FINAL APPROVAL

Page 31 of November 30, 2020 submittal: PD19-00035 Final Approval

6.2 Landscape and Utility Tracts

Landscape and Utility Tracts shall be owned by a Community Development District or Osceola County and function as public right of way for the purpose of sidewalks, street trees, street lighting and other utilities and drainage infrastructure. Landscape and Utility tracts shall be at least 12' in width with sidewalks at least 4' in width.

Landscape and Utility Tracts associated with private streets and/or within gated neighborhoods will be owned and maintained by the same private association that owns and maintains the streets consistent with LDC requirements.

Page 83 of November 30, 2020 submittal: PD19-00035 Final Approval

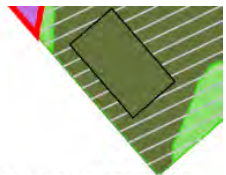


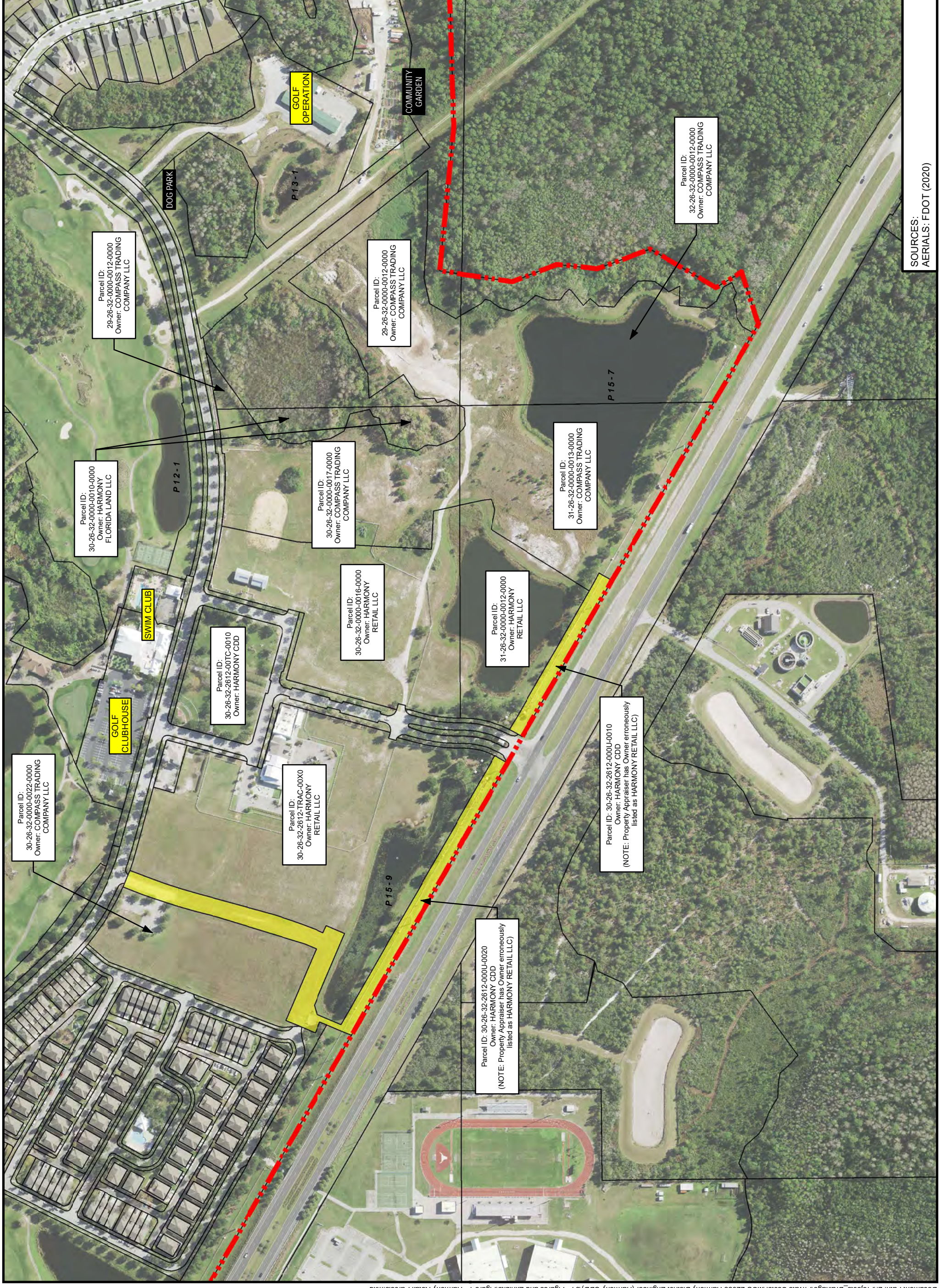
LANDUSE LEGEND		
OS-	RECREATION / OPEN SPACE	2070.3
	CONSERVATION	
	WETLAND CONSERVATION	1993.7
	LAKES (EXCLUSIVE OF CAT LAKE)	518.0
X-	XERIC PRESERVE	14.6
HP-	HABITAT PRESERVE	26.2
	CONSERVATION / MITIGATION EASEMENT (INCLUSIVE OF CAT LAKE)	3240.7
	RIGHT OF WAY / FRAMEWORK STREET	196.1
TO-	TOWN CENTER	25.5
RM-	MIXED USE RESIDENTIAL	2394.3
MU-	MIXED USE NON-RESIDENTIAL	235.0
I-	INSTITUTIONAL	145.6
SC-	STANDARD COMMERCIAL	59.7
R-	RURAL	107.9
M-	MAINTENANCE / STORAGE	3.2
	TOTAL ACREAGE	11030.9

GRAPHIC LEGEND:

- ↔ INTERIOR CORRIDOR ROAD CROSSINGS
- POTENTIAL ACCESS POINTS ALONG SR 500. THE EXACT NUMBER AND LOCATIONS WILL BE AS DETERMINED BY OSCEOLA COUNTY & FDOT ACCESS MANAGEMENT CRITERIA.
- DESIGNATES PAVED AND UNPAVED PEDESTRIAN, BICYCLE AND/OR EQUESTRIAN TRAILS. ADDITIONAL TRAILS MAY BE ADDED THROUGH THE S.D.P. PROCESS SUBJECT TO AGENCY REVIEW AND APPROVAL
- DESIGNATES OSCEOLA COUNTY URBAN GROWTH BOUNDARY
- DESIGNATES WILD LIFE CROSSING BOX CULVERT
- ▨ SANDHILL CRANE MANAGEMENT AREA

1. COMMERCIAL, OFFICE, RESIDENTIAL, RESORT RESIDENTIAL AND INSTITUTIONAL USES ARE ALL PERMITTED USES WITHIN THE TOWN CENTER AND RESORT RESIDENTIAL AREAS.





SOURCES:
AERIALS: FDOT (2020)



4B

PROPOSAL FOR DISTRICT COUNSEL SERVICES



HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA





Why KE Law Group?

On behalf of KE Law Group, PLLC (“KE LAW”), we appreciate the opportunity to submit this proposal to provide legal representation to the Harmony Community Development District (“District”). KE LAW is a professional limited liability company with its practice focused in the areas of special districts, construction law, governmental law, public contract law, ethics and related areas.

In July of 2021, three entrepreneurial minded partners with nearly six decades of combined years of experience started the law firm of KE Law Group, PLLC, with the intent to focus exclusively on the needs of clients in a nimble and innovative environment. Within the first five months of operations, KE LAW has grown to 14 employees, including eight lawyers, three paralegals, and administrative support staff. Our growth is in direct response to the confidence our clients have put in our attorney’s depth of experience and the quality of our legal services. KE LAW prides itself on efficiency, responsiveness and creative strategic thinking.

We serve clients throughout all of Florida. Our main office is located in Florida’s Capital City of Tallahassee, where we have access to all state administrative offices, the Florida Legislature and other regulatory agencies important to our clients. Additionally, we have recently opened an office in Tampa, and are actively exploring the prospect of opening an additional location in the northeast area of Florida.

KE LAW is a unique law firm. Its founders created KE LAW with the mission to provide excellent, solution-oriented legal counseling services focused on representing special districts – singularly focused on our area of expertise. Our goal is to deliver the legal counsel that achieves the desired results to make your District, and your business, successful. We do that by listening, collaborating, strategizing and bringing the strength of our decades of experience and legal expertise to bear on your objectives. We commit ourselves to being, hiring and training the best attorneys in our practice area so that you can be the best in your business area.

The attorneys at KE LAW have experience representing various types of special districts, including stewardship districts, improvement districts, community development districts and others, in virtually every part of our home state of Florida. The competence and extensive experience of our lawyers is critical to providing the highest level of client service. We endeavor to recruit the best and most experienced lawyers and law students to our firm. Our attorneys’ many awards and accolades demonstrate our “bench strength,” including our many highly credentialed younger attorneys. When you hire KE LAW, you hire a legal team with decades of experience at various levels of government and in virtually every part of our state.

Personnel and Other Resources

KE LAW has eight attorneys who personally spend 100% of their legal practice in the area of special districts. These include three partners (Jennifer Kilinski, Roy Van Wyk, and Jere Earlywine), and five associate attorneys (Lauren Gentry, Meredith Hammock, Joseph Whealdon, Ashley Ligas and Deborah Sier). Our combination of knowledge and experience means that our lawyers can provide services efficiently, and we offer flexible and competitive pricing arrangements based on client needs and circumstances. To ensure responsiveness, we are able to work in small teams, while keeping costs low by using an associate attorney or paralegal where appropriate. At present, we have three paralegals in our firm that, combined, also have thirty years of special district paralegal experience. Additional information about us can be found at www.kelawgroup.com.

Experience with Special Districts

The firm's founding members, Jennifer Kilinski, Roy Van Wyk and Jere Earlywine, were former partners with Hopping Green & Sams, PA, which firm had provided clients with advice regarding the operation of community development districts since 1985. Lawyers from our firm presently serve as general counsel to nearly one hundred and seventy-five special districts throughout Florida and have established, and are currently establishing, a number of others. We regularly address all facets of legal issues affecting special districts, including establishment at city, county and state levels, public finance, procurement, acquisitions, rulemaking, open meetings and records, ethics, real property conveyances, contracts, construction, boundary amendments, mergers, assessments, foreclosure, and other such issues. There are few issues our lawyers have not faced.

We currently represent several districts in Central Florida including in Lake, Osceola, Orange, and Polk Counties. Several of our clients own and operate multiple amenities and are home to thousands of residents. Our lawyers are familiar with best practices in amenity management legal considerations, policies and procedures, operations and other related matters.



Understanding Scope of Work

In our work as general counsel to special districts, we provide necessary legal services for a wide range of needs. This work varies widely by project but usually includes (1) advice on governmental meetings, ethics, and procurement matters, (2) assistance with maintenance contracts and activities, and (3) other legal needs of the district.

In addition to our attendance at Board meetings, our firm works with the Board and District staff to prepare the Board meeting agendas, participate in agenda conference calls, and prepare various documents for distribution in the agenda packages. After a Board meeting, we will follow-up with the Board and District staff to address any outstanding issues and answer any questions raised at the Board meeting. We are also available by phone or email to promptly resolve issues that arise between meetings.

Our firm's experience in proactively counseling community development districts gives us insight on how to prevent expensive litigation. Often, thoughtful actions taken at the earliest stages of a dispute can save tens of thousands of unbudgeted dollars. However, not all litigation can or should be avoided, and if required, we can provide experienced litigation referrals for the District to consider.

Conclusion

As mentioned previously, we represent numerous community development districts and independent special districts throughout the state. We believe that our experience and resources allow us to represent our clients with a high degree of professionalism and cost effectiveness that is unique to our firm. Please take a moment to further review our qualifications at www.kelawgroup.com. We would be happy to talk with you about our qualifications and experience and can be reached at 850-508-2335. We look forward to hearing from you.





Lauren M. Gentry

KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Lauren@kelawgroup.com

Experience

- Represents special districts in matters relating to contracting, real property, public procurement, ethics, finance, and construction.
- Former judicial clerk to United States Magistrate Judge Patricia D. Barksdale (2015-2017).
- Former intern to Historic England's Planning Department and Legal Team (2018). In this role, Lauren worked with Historic England staff to create a database of planning board appeal decisions involving historic properties and advise local governments, property owners, and developers on planning and permitting requirements.

Education

- The Florida State University College of Law, J.D., Magna Cum Laude (2015)
- Durham University, M.A., International Cultural Heritage Management, with Distinction (2018)
- Auburn University, B.A., Psychology, Summa Cum Laude (2012)

Bar & Court Admissions

- Florida, 2015



Jennifer L. Kilinski

KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
(850) 508-2335
Jennifer@kelawgroup.com

Experience

- General Counsel to a number of special districts on a variety of matters including public finance, public procurement, open government and ethics, construction and real property transactions.
- Represents clients before state agency and local government boards and commissions including county and city commissions, Florida Land and Water Adjudicatory Commission, and regulatory agencies.
- Represents special districts and landowners before local governments regarding the establishment of community development districts and development issues and in complex construction transactions.
- Represents clients before regulatory agencies, such as the Commission on Ethics, Department of Business and Professional Regulation and Department of Health for various licensing and procedural matters.
- Provided legislative monitoring and support to special districts in conjunction with Legislative Session.

Education

- Florida State University, J.D., 2009, Magna Cum Laude (Order of the Coif)
- Florida State University, M.A., 2006, Summa Cum Laude (first in class)
- University of Texas, B.S., 2003, Summa Cum Laude (first in class)

Bar & Court Admissions; Certifications

- Florida, 2009

 **Proposed Agreement****KE LAW GROUP, PLLC
FEE AGREEMENT
HARMONY CDD****I. PARTIES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following parties:

- A. Harmony Community Development District (“Client”)
c/o District Manager
313 Campus Street
Celebration, FL 34747
and
- B. KE Law Group, PLLC (“KE Law”)
P.O. Box 6386
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its general legal counsel.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

III. FEES

The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). The hourly rates will be \$350 per hour for partners, \$275 per hour for associates, \$225 per hour for contract attorneys, and \$170 per hour for paralegals. Any increases in hourly rates shall require Client consent.

IV. CLIENT FILES

The files and work product materials (“Client File”) of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client’s expense.

V. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts, including the Harmony West CDD. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

VIII. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

IX. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

HARMONY CDD

KE LAW GROUP, PLLC

Jennifer Kilinski

By: _____

By: Jennifer Kilinski

Its: Chairperson

Its: Authorized Member

Date: _____

Date: December 26, 2021

ATTACHMENT A**KE LAW GROUP, PLLC
EXPENSE REIMBURSEMENT POLICY**

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

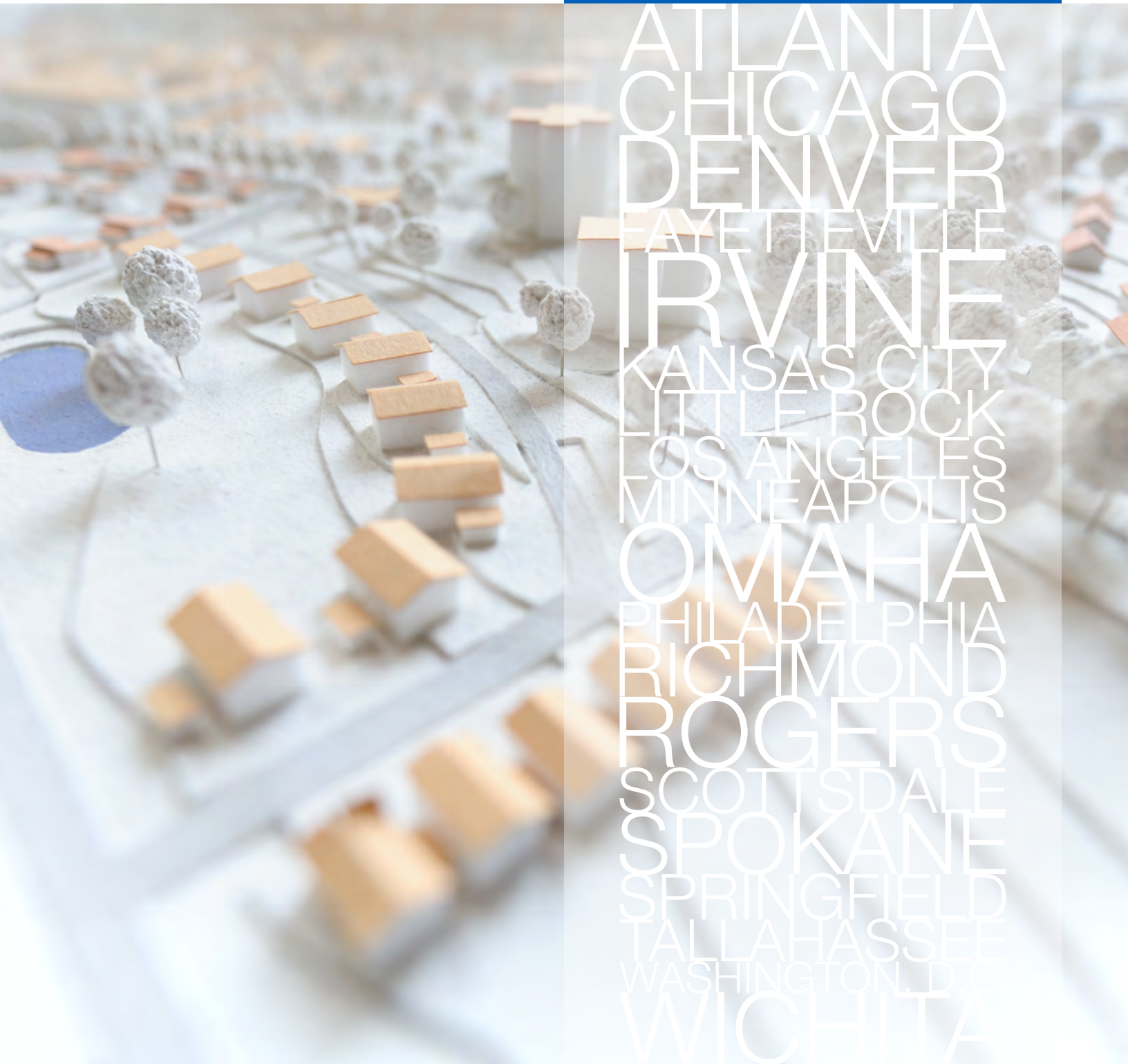
Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS mileage reimbursement rates.

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.



KUTAKROCK

Legal Services Proposal for District Counsel Services:
Harmony Community Development District

COPY**KUTAKROCK**

Kutak Rock LLP
PO Box 10230, Tallahassee, FL 32302
office 404.222.4600

MICHAEL C. ECKERT
850.567.0558
michael.eckert@kutakrock.com

January 19, 2022

VIA ELECTRONIC DELIVERY

Angel Montagna, LCAM
Central Regional Manager
InfraMark, IMS
313 Campus Street
Celebration, FL 34747
Angel.Montagna@inframark.com

Re: Proposal to Provide Legal Services to Harmony CDD

Dear Ms. Montagna,

Thank you for the invitation to submit a proposal to provide general counsel services to the Harmony Community Development District (“District”). This representation is ideally suited for our firm, and I am excited about this opportunity to support the District. Kutak Rock is a national, full-service law firm with approximately 550 attorneys located throughout 19 U.S. cities, including 11 attorneys and 3 paralegals located in Florida. The firm serves local, regional and national clients in a broad commercial and municipal practice that spans more than two dozen service areas.

We have reviewed recent minutes of the District’s board meetings and spoken with District representatives about the current issues needing legal analysis. While complex from the District’s perspective, the issues the District is currently confronting are issues we have seen and resolved for other special district clients.

For service to the District, I would be your primary attorney. Although the firm’s office is located in Tallahassee, Florida, I live and work out of my office in St. Augustine, Florida. From St. Augustine, I serve many special districts in central Florida including multiple districts in Osceola, Polk and Orange Counties. Please note the current meeting time of the District does not pose a conflict with my schedule. To the best of our knowledge, and following a review of our records, we do not recognize any current or potential conflicts of interest.

KUTAK ROCK LLP

Angel Montagna, LCAM
InfraMark, IMS
Page 2

We are pleased to respond to your request for a proposal and welcome the opportunity to discuss how we can partner with you. Please contact me anytime at 850.567.0558 or Michael.Eckert@kutakrock.com.

Sincerely,



Michael C. Eckert

Enclosure

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CDD Expense Reimbursement Policy 7

Attorney Biography for Michael C. Eckert..... A

Kutak Rock's Florida District Counsel Group

Kutak Rock is a national law firm with a signature practice focused in the areas of special districts, administrative and governmental law, appellate practice, utility law, elections law, governmental affairs, public contract law, and trial practice. Our Florida District Counsel Group has decades of experience at every level of government and in virtually every part of our home state of Florida. We routinely navigate the labyrinths of governmental law, from financing infrastructure via special districts to guiding complex real estate transactions to drafting and advocating for the passage of legislation that governs Florida special districts. The competence and extensive experience of our lawyers is critical to providing the highest level of client service.

Personnel and Other Resources

Our Florida District Counsel Group has 11 attorneys who personally spend 100% of their legal practice in the area of special districts. These include Cheryl Stuart, Jonathan Johnson, Michael Eckert, Wesley Haber, Katie Buchanan, Tucker Mackie, Joseph Brown, Lindsay Whelan, Sarah Sandy, Alyssa Willson and Michelle Rigoni. Our knowledge and experience means that our lawyers can provide services efficiently, and we offer flexible and competitive pricing arrangements based on client needs and circumstances. To ensure responsiveness, we are able to work in small teams, while keeping costs low by using an associate lawyer or paralegal where appropriate. At present, we have 3 paralegals in our firm who work primarily with special districts. Additional information about us can be found at www.kutakrock.com and the attorney profile of Michael Eckert, the attorney who would serve as Harmony CDD's primary point of contact, is included herein. Although Kutak Rock's Florida office is located in Tallahassee, the attorney who would be primarily responsible for serving the Harmony CDD, Michael Eckert, serves many community development districts in central Florida from his office in St. Augustine, Florida.

Experience with Special Districts

Providing clients with advice regarding the operation of community development districts since 1985, lawyers from our group presently serve as general counsel to more than 150 special districts throughout Florida and have established a number of others. We regularly address all facets of legal issues affecting special districts, including establishment at city, county and state levels, public finance, procurement, acquisitions, rulemaking, open meetings and records, ethics, real property conveyances, contracts, construction, boundary amendments, mergers, assessments, foreclosure, and other such issues.

We currently represent several districts in Central Florida including Osceola, Sumter, Hillsborough, Manatee, Sarasota, Pasco, Orange, and Polk Counties. Further, notable clients include some of the largest and most complex special districts in Florida, such as the Ave Maria Stewardship Community District, which encompasses over 10,800 acres in Collier County; Lakewood Ranch Stewardship District, which encompasses over 23,250 acres in Sarasota and Manatee Counties; Tolomato Community Development District, which encompasses over 11,000 acres in St. Johns and Duval Counties; the Boggy Creek Improvement District, home to the new "medical city" in Orlando; and the Babcock Ranch Independent Special District, a special district located in Charlotte County that validated \$10.5 billion in revenue bonds. Several of our clients own and operate multiple amenities and are home to thousands of residents.

Understanding Scope of Work

We provide necessary legal services for special districts. This work varies widely by project but usually includes (1) advice on governmental meetings, ethics, and procurement matters, (2) assistance with maintenance contracts and activities, and (3) other legal needs of the district.

In addition to our attendance at Board meetings, our group works with the Board and District staff to prepare the Board meeting agendas, participate in agenda conference calls, and prepare various documents for distribution in the agenda packages. After a Board meeting, we will follow-up with the Board and District staff to address any outstanding issues and answer any questions raised at the Board meeting. We are also available by phone or email to promptly resolve issues that arise between meetings.

Our group also navigates the ever-changing laws and regulations affecting the District. When changes occur, we promptly advise the Board of these changes and work with District staff to update or adopt new policies when applicable. Recent examples include the ADA website implementation and fraud/waste/abuse policies. Our firm was able to monitor the legislation, research the issues, and draft the policies for all of our clients spreading out the cost accordingly. This quick response not only saves the District money when crafting new policies but also prevents the expense and liability stemming from being noncompliant with the law.

Our group's experience in proactively counseling community development districts gives us insight on how to prevent expensive litigation. Often, thoughtful actions taken at the earliest stages of a dispute can save tens of thousands of unbudgeted dollars. However, not all litigation can or should be avoided. Our firm has access to several full-time litigation attorneys to protect the District's interests if litigation arises.

About Kutak Rock

Kutak Rock, a limited liability partnership, is a U.S. law firm of more than 550 attorneys with locations in 19 cities, including Tallahassee, Florida. The firm serves local, regional and national clients in a multidisciplinary practice that spans dozens of discrete practices. For example and relevant to the work to be performed for the Harmony CDD, we practice in the following areas:

- Community Development Districts
- Public Finance
- Government Relations
- Government Services
- Insurance
- Litigation
- Real Estate
- Tax

Conclusion

As mentioned previously, we represent community development districts and independent special districts throughout the State of Florida. We believe that our experience and resources allow us to represent our clients with a degree of professionalism and cost effectiveness that is unique to our firm. Please take a moment to further review our qualifications at www.KutakRock.com. We would be happy to talk with you about our qualifications and experience. Michael Eckert can be reached at 850.567.0558. We look forward to hearing from you.

**KUTAK ROCK LLP
RETENTION AND FEE AGREEMENT**

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. Harmony Community Development District
InfraMark, IMS
313 Campus Street
Celebration, FL 34747

and

B. Kutak Rock LLP
PO Box 10230
Tallahassee, FL 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written

request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client's expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Michael C. Eckert	\$395
Associates	\$265 - \$285
Paralegals	\$160

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law,

whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement



shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**HARMONY CDD COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

Secretary/Assistant Secretary

CDD Expense Reimbursement Policy

The following is Kutak Rock's standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Teleconference Calls. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, KUTAK ROCK shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, KUTAK ROCK shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

ATTACHMENT A

ATTORNEY BIOGRAPHY
FOR MICHAEL C. ECKERT

COPY

KUTAKROCK

Michael C. Eckert

Transition Partner

PO Box 10230, Tallahassee, FL 32302
850.567.0558 | michael.eckert@kutakrock.com

As a starting defender on the Hiram College soccer team, Michael traveled the Midwest. He has completed coursework in Cambridge, England, studied botany on Andros Island and backpacked by himself through Europe. Michael moved to Florida to attend law school in St. Petersburg, Florida. After completing law school in 2 1/2 years, Michael took and passed the Florida and Ohio bar examinations. The day he was sworn into the bar, Michael opened his own law practice in Ohio where he enjoyed practicing in local government, consumer and employment law. After six years of practice in Ohio, Michael and his wife, Terri, missed the sunshine and moved their family of four back to Florida for Michael to practice local government law. Michael's practice focuses on the relationship between local government and its citizens. He also has significant litigation experience in both state and federal courts.

Representative Experience

- Provides legal services in the establishment of community development districts and other special districts
- Provides legal services to community development districts and other special districts on matters related to contracts, real property, public procurement, construction, finance, and local governments
- Provides legal services to local governments in the foreclosure of special assessment liens and the defense of special assessment liens in bankruptcy court
- Prior representation of Ohio municipalities and school districts

Representative Published Decisions

- *Bach v. First Union National Bank*, No. 04-3899, 149F. App'x 354 6th Circuit (August 22, 2005)
- *Bach v. First Union National Bank*, 486 F.3d 150, 6th Circuit (2007)
- *Wolfe v. Walsh*, Ohio-185 (2008)

PRACTICES

Development and Improvement Districts
Real Estate
Litigation

ADMISSIONS

Florida
Ohio

EDUCATION

B.A., Hiram College, *cum laude*
J.D., Stetson University College of Law

CERTIFICATION

Certified Mediator, Florida

Fifth Order of Business

5A

{ Minutes }

Markup Review Version

Delivered Under [Separate Cover](#)

5B

**MINUTES OF WORKSHOP
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The workshop meeting of the Board of Supervisors of the Harmony Community Development District was held Wednesday, December 8, 2021, at 6:00 p.m. via virtual teleconferencing.

Present were:

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

Also present were:

- | | |
|----------------|--------------------------------------|
| Angel Montagna | District Manager: Inframark |
| Tim Qualls | District Attorney: Young Qualls, P.A |
| David Hamstra | District Engineer: Pegasus |
| Brett Perez | Area Field Director |
| Steve Schwartz | Reserve Study Adv |

Residents and Members of the Public

FIRST ITEM

Call to Order

Supv Kramer called the meeting to order. We are here for a workshop meeting for the Harmony CDD Board. Our main items on this workshop agenda is the Reserve Study and the Tree Trimming Policy that we are fine tuning.

SECOND ITEM

Roll Call

Supv Kramer called the roll. All Supervisors were present.

Supv Kramer thanked Mr. Schwartz for attending. Supv. Kramer: asked if there was anyone else on the call, Tim Qualls confirmed his attendance. Supv. Kramer: asked if there were any members of the public present that would like to speak as this would be the time for audience comments and you would have three minutes to speak.

There were no audience comments.

THIRD ITEM

Discussion Items

The following topics were then discussed by the Supervisors.

A. Reserve Study

Supv Kramer stated that we had requested a Reserve Study be done and Mr. Steve Schwartz is here tonight. He has been involved in conducting that Reserve Study. I am

going to turn this over to him so that he can walk us through the Reserve Study and help us understand all that Harmony has to be responsible for. Mr. Schwartz.

Mr. Schwartz: He thanked Supv. Kramer:. Before I get into this, I will briefly go over what a Reserve Study is and what the intent of it is. A Reserve Study is a long-term funding plan that projects all of your capital expenses over thirty (30) years and the funding necessary to meet those expenses. The intent of the Reserve Study is to give the CDD a road map with projections on funding so that they have the necessary amount of money at the proper time to make the repairs and replacements as necessary to their capital items. A few examples of some items included in the Reserve Study were things like resurfacing your pools, replacing roofs on pool cabanas, repaving the alleys of the CDD, repairing storm water drainage structures, replacing docks and pedestrian bridges. Those are the types of items that are included in a Reserve Study that you need to budget for long term.

Supv. Kramer:: Asked if she could interject? Whomever is managing the ZOOM, can we put Steve up on the screen so we can focus on him and what he is saying?

Supv. Leet: Steve, I am not sure if you have anything to present and or I can scroll through the Study PDF that you gave us. If I stop sharing, then whoever is talking will take over. Ok Steve.

Supv. Kramer:: Alright Steve, you are back on.

Mr. Schwartz: A Reserve Study, like in your own personal situation, think of your own reserves you have in your house. Things like putting a new roof on your house, painting your house, replacing gutters, replacing your HVAC unit and things like that. For the CDD, it is usually bigger items. So that is the gist of what a Reserve Study is. You want to be able to have the proper amount of money at the proper time to make the repairs and replacements that are needed.

Now that I have given that little introduction, I can get into more specifics of the Study. The site was visited by myself and a colleague on August 20th. We submitted the first draft of the report on October 29th. We submitted a revised version on December 7th. The specific areas stated in the report were:

- Alleyways
- Ashley Park Pool Area and Cabana
- Monuments
- Fencing
- Pavilions
- Stormwater Drainage
- Garden Road
- RV Parking Area
- Lake Recreation Area
 - Docks
 - Boardwalks
 - Boats
- Playgrounds
- Basketball Courts

- Parks
- Swim Club
 - Pool Area
 - Cabana
- Maintenance Vehicles

So, we found that you have 155 Reserve items. That is quite a few. That is a big Community and a lot of the items are of totally different ages and built at different times. It is a pretty complicated place overall. The Reserve Study will be effective as of October 1, 2022. Right now, we are in the FY 21/22 so this would go into effect or at least some variation of it, next October. So essentially, the FY 22/23.

Supv. Kramer: Is there any reason we did not start this year? I know we are a little past the start of our Fiscal Year but can you explain what the rationale was because that means we have to make a lot of assumptions on what we may do this year.

Mr. Schwartz: I was just getting to that too. So, in your Reserve Study, the starting point, is your projected balance as of October 1st of 2022, so the latest financial we have is from October 31st of 2021 so there is an eleven (11) month gap there from where we are now and the start of the next year. The assumptions that went into the report are as follows; October 31st you had \$926,835.00 in your Reserves. For the 21/22 you have \$66,540.00 for Reserve funding, so to get to the October 1st of 2022, so we have to include the projects that would be included over this 11 month period. The projects that I am aware of and if there are more, then you guys can jump in and let me know. There is a pool project estimated to cost about \$100,000.00, asphalt mill and overlay of neighborhoods C1 and C2 for about \$130,000.00 and the footbridges, which I believe has already been paid for, which was about \$38,000.00 and also the stabilization of the Garden Road, which the cost isn't fixed yet but projected to be about \$150,000.00. So, with those projects being deducted from the starting point of \$926,000.00, that leaves you \$574,917.00. Are there any projects that you guys are planning on over this next year that should be included in that list or is that a pretty accurate reflection of it?

Supv. Kramer: The only thing I can think of in addition to those might be and I do not know since this is not an actual hard infrastructure, it is more of our responsibility to the Water Management District, is our mitigation and care of the Conservation Areas which every time we look at it, it is becoming more and more of a big ticket item. So, if we were to go in and have to do a large mitigation, the last estimate we had was about \$365,000.00 if we went in and hit it hard and fast once.

Supv. Berube: It was \$263,000.00 for the five transects that were initially identified and we have since found out that those may not be too applicable. Whatever it is, it is a significant amount of money when you go in and do that. The whole area has grown significantly as we found out.

Supv. Kramer: I am not sure if we can add this to consider.

Mr. Schwartz: When you are talking about mitigation, are you talking about intrusive plants or..

Supv. Kramer: Yes, invasive plants in our Conservation Areas that were required to be set aside and preserved by the Water Management District.

Supv. Berube: What about our interior tree project that is coming up here as we have a tree management decision to make after this. If we are going to get into trees hot and heavy, which it appears we need to, that can get pretty pricey.

Supv. Kramer: That is correct. Aside from the hard infrastructure, we have the natural infrastructure. Being that it is in the Community, we have a responsibility to maintain it and it can get rather expensive.

Mr. Schwartz: Are these are items that you have budgeted for outside of Reserves or should be accounted for in Reserves?

Supv. Berube: To a limited degree, they are in the budget but any massive undertaking, like the tree project, is certainly outside of budget.

Supv. Kramer: That is correct, we have not budgeted for that large scale project . We have done tree trimming in the past but not to the extent that we are looking at currently. This may be something we look at. If we choose to go forward with tree trimming, it will most likely end up being part of our operations and maintenance budget. We would place this on a four-year cycle. The Old World Climbing Fern, invasive plant issue will also be an ongoing O&M cost but there may be a time where we will need to do a large mitigation up front in order to catch up with it so we can do it as on-going O&M.

Mr. Schwartz: From what you are saying, this would be more like maintenance but if you did a one time hit, it could be reserves. My thought tends to be that if you are planning to pay for that out of operations budget then it is probably just easier to pay for it out of operating. To keep with consistency. With where that money is coming from.

Supv. Kramer: Go ahead Steve.

David Hamstra: There is one more thing. I just got a proposal today to do some pipe cleaning and CCTV inspection for the Estates. I am headed to the office now to look at that pricing, which I can share with you tomorrow. That was something that was unplanned by the CDD, whether that is maintenance or reserve item, I do not know.

Supv. Leet: That goes under storm water, right?

David Hamstra: yes.

Supv. Leet: Yes, I cannot remember if I say that in the report for the Reserve Study or not.

Mr. Schwartz: In the report we do have stormwater drainage in it. It is meant to be large scale repairs. To me, cleaning and inspecting the pipes is more operation and maintenance. But repairing and replacing as in if a stormwater structure breaks or a pipe cracks or something like that is what I think of in terms of reserves.

Supv. Kramer: Ok that is good. I think you have most of our projects unless we find we need to go do the big hit so right now, we are on good grounds.

Supv. Leet: Most other projects we tabled until after this study was done. I think that is everything.

Mr. Schwartz: Ok, back to the report and what we were discussing. So, the projected balance is about \$575,000.00, so that is your starting point. Kerul, is your hand up?

Supv. Kassel: Yes, I did. There is something very important on page 6 regarding you stating that we are currently 24% funded, how did you get to that number?

Mr. Schwartz: So, from the starting point of \$575,000, you take the current cost of expenses and the inflation factor of 2.5% per year over the 30 years. All the expenses are projected out with inflation. So how you get to the number of what you need, you have to figure out what the adequate amount of money per year that will offset these expenses. There are different ways to do this. One number flat straight through but I do not like to do it that way. You can do it where it increases some amount like 2% or 2.5%, so that is the route we went with. On page 58, it's projected year by year, the annual reserve assessment, and then the annual expenses per year, and then the interest, then your year-end balance. All these things considered, then you have to come up with a number that's enough to offset these expenses and come up with a reasonable balance. So, the way the report stands right now is that in 2028 for instance, that's when you have a lot of expenses projected, so we need a number that's going to be sufficient to offset that. So, in 2028, starting with assessments of \$317,900.00 with slight increases, you can get to the point where you have enough money to pay for all of those expenses. That is the general framework of how this is calculated.

Supv. Kramer: So that means that our percent funded goes up and down based on the year that major expenses come due?

Mr. Schwartz: Yes, especially in years that you are forecasting to have over a million in expenses, that is when your Reserves take a hit in a big way but that also shows why it is important to plot these things out over the long term. Right now you have about \$900,000 and next year, you will have about \$575,000.00, which, on the surface, that may seem like a reasonable amount of money but you really need to compare it to what is coming down the pipe for those future years. As it goes on down the road to 30 years, that is more difficult to pinpoint but the first 8-10 years is more significant to get through the major projects.

Supv. Kramer: So right now, we are not in horrible shape especially since we have big projects coming up this year.

Mr. Schwartz: The best thing you can do with Reserves is give yourself time. If you had an \$400K or \$800K project next year, that would deplete your Reserves. Or even worse, if you had a \$1.5 million project, you would say, how are we going to pay for that, the difference. Are we going to have delay and or modify the project. Those things will happen too. You will find a project that is scheduled and you find that it is not in bad shape and can push it off a couple of years or the opposite could happen where it is projected out 5 years and at year 3 or 4, it needs to be done. The important thing is to try

to forecast your major expenses and make sure there is enough money there to meet those obligations.

Supv. Kramer: So we use this to communicate with our residents and explain to them what the future looks like and if we want to avoid a major assessment for a big ticket repair or replacement, then we would slowly start asking the residents for a little more so we could put it in the bank and save it up for that, like we would if we need to replace our roof in 5 years.

Mr. Schwartz: Right, this is your justification to set the assessments where they need to be, whether that is higher or lower. I hear in some Communities, well that is the way the dues have always been but that is not a good enough answer. It is not a matter of, we do not want to raise dues, no one wants to but that is why you need to do some long range planning to know that you are on the right track or at least getting close to those targets. Your community is around 20 years old and usually when you get to 10 years old, a lot of things need to be repaired and or replaced. If you are not getting ahead, there comes a time that you will have a lot of expenses at once.

Supv. Kramer: Are there any other questions for Steve. No, okay Steve.

Mr. Schwartz: Sure, I went through the background and if you all want me to go through some specifics like each of the sections, I am willing to do that or if it is more of an overview, that is fine too.

Supv. Kramer: Does anyone have a specific area that, Kerul?

Supv. Kassel: I am assuming that everyone has pretty much everyone has taken a look at the Reserve Study and the revisions so I just have some questions about some of the items in the Reserve study. Just two things that came up for me. On page 9, plan for 2400 sq.ft. of sidewalk repairs every three years. Brett and Mr. Hamstra may be able to speak to this, but it seems like we have done a lot more than that in the last couple of years. Now with tree roots and things, it seems like it would considerably more than that.

Supv. Berube: That 2400 sq. ft. is nowhere near enough.

Supv. Kramer:: Yes, it is sq.ft. Steve Berube, do you remember how many sq. ft. this last repair we did was?

Supv. Berube: We did 800 sq.ft. at \$9600. We have done that 5 times over 2 years, which is 4000 sq.ft. and we really have not put a dent in it yet. 2400 sq.ft. every three years is really low. Brett, I believe you have some number's on this. Did you do a survey of sidewalks as to where we are in regards to quantity or you haven't gotten that far yet?

Area Field Director: I think we are working on that. David has provided maps of what is currently owned by the District. We are currently going through and identifying what grinds we need to make and what pads need to be replaced. Most of the pads are 5 foot in width and on average 6 foot pads. So that is close to a 30 sq. ft. pad. So, by this, that would mean only 80 pads being replaced every three years. That is not enough.

Supv. Kassel: What do you suggest that number be? Mr. Hamstra?

David Hamstra: Last month, we did a Community wide sidewalk inventory and then we broke it into 4 quadrants. We have the total linear foot of each quadrant so I can share that with Steve and we can bump up that number so it is more in line with trees and the age of the area. Steve, I will provide you a final number now that we have that completed.

Supv. Leet: Most of those sidewalks have Oak trees right next to them.

Mr. Schwartz: Understood. Yes, you are in that stage where your trees get to the age where you start seeing those issues. With the root systems, you start seeing major problems.

Supv. Leet: We currently budget \$15K a year so that is roughly 1000 sq. ft. a year. It is in line with the study but we can all agree, we need more.

Supv. Berube: We are currently behind the curve. I think once we get caught up, then that number may hold out.

Supv. Kramer: Ok, we can move on.

Supv. Kassel: I do have another question. On page 30, you have the dock and boardwalk. I am confused as to which is which. You have boards and railing versus frame and structure. Life is 4 years for docks and railings but frames and structures you have 23 or 24 years. I am just thinking about what we just went through with our pedestrian bridges. Didn't we have frame and structure issues we had to address? I am asking because the pedestrian bridges are the same age as the boardwalks and docks. I just want to be sure we have evaluated them properly. I just wanted to bring it up.

Mr. Schwartz: Yes, in the first version, during the site visit, I looked at all the docks and boardwalks but for whatever reason, I did not put one of them in there. In this latest version, all docks are in there.

Supv. Kramer: The work we just had done were on the sidewalk leading to the bridges due to washout from erosion. The actual wooden support was in good shape. The East Dock is the actual boat dock and fishing pier decked with composite materials. I think your estimations are pretty accurate. Anyone else have any questions?

Mr. Schwartz: I can take all feedback and revise as needed.

Supv. Kramer: Any other questions for Steve? Mr. Scarborough, do you have any items of concern?

Supv. Leet: He has signed off. I have nothing specific.

Supv. Kramer: Mr. Berube, any questions?

Supv. Berube: All good.

Supv. Kramer: Anything from the staff?

Tim Qualls: I saw the terms amenities and common areas and dues, but Districts have infrastructure, systems and facilities and no dues, but assessments. That can be confusing, so the terms can be corrected.

Mr. Schwartz: Ok, I can make those changes.

Supv. Kramer: Any other questions or comments for Steve?

Mr. Schwartz: The main take away here is you are 24% funded, which is not a great position to be in but you do have about \$600K so that does help, but the funding will need to go up. On page 72 there is an expense summary by year. It will help explain to residents how much will need to be spent in future years.

Supv. Kramer: Thank you so much, Steve.

B. Tree Trimming

Supv. Kramer: So, at this time, we will move on and again remind anyone that has tuned in that this is a workshop and no decisions will be made. We will move on to the next item of the agenda. On to you Brett.

Area Field Director Brett Perez: We have been working closely at the direction of the Board with Matthew Pippin with Bee & Bee Tree Services to develop a scope of service for pruning of the street trees. He recently came out and did a test tree, which came out very good. The discussion that needs to take place here is how we want to proceed. There has been a discussion in regards to retaining an Arborist full time with the District. In that discussion, Mr. Pippin made a strong suggestion that we also need a tree inventory for these trees. This will be helpful in obtaining apples to apples quotes and how many trees we do in fact have. He provided two documents for us to review and discuss as we cannot vote on anything today. The first is the tree care plan. These items will be in the agenda packet for your Board meeting.

Tree care for the Community of Harmony CDD

Prepared by: Matt Pippin, ISA® Cer5fied Arborist, TRAQ- Cert ID: FL-9531A

Safety:

Firstly, the most important aspect is the safety of people and property in the community. Therefore, all tree care operations in the community will be guided by ANSI Z133 standards. These safety standards should be strictly followed to provide workers and bystanders a safe environment. These standards will be followed when conducting approved work within the community of Harmony.

Note: When conducting work in high traffic areas of foot or vehicle traffic, partial closures may be necessary to conduct work safely. This will be necessary when doing any and all aerial lift operations.

Tree pruning standards and operations:

Tree pruning standards will be conducted according to ANSI A300 Part 1-Best Management Practices (BMP). This is a standard guide for proper care of trees and should be followed when possible. It should be noted when doing clearance cuts for vegetation management i.e. trimming over roads and sidewalks where clearance is required, care will be taken to not cause any undo harm to the tree.

When it is required to trim, or remove hazardous trees/limbs over private property. These operations will be conducted with due care not to use private property for these operations without written consent from the property owner. If there is a conflict between workers and property owners, all work will cease until the matter is resolved.

When homeowners take it upon themselves to trim limbs over their property line, or cut roots within their property line of a Harmony CDD owned tree, suggest that the homeowner get professional guidance to mitigate any possible issues that might arise from improper trimming or root damage. If the homeowner persists on doing the work, it should be documented that they were offered professional assistance in the event it causes detrimental harm to the tree. It should be implied that there can be legal ramifications if due care is not taken to care for the tree.

I believe the best remedy to avoiding confrontations is educating the homeowners about the true value of the trees in the community. Based on real estate studies trees can add an average of 2% of the value of the house and property. In some instances trees are the focal point of the property.

Underground operations:

- Trenching
- Replanting/planting
- Stump grinding
- Staking/guying

Prior to performing any underground operations, a person certified by their company needs to request under ground locates, via <https://www.sunshine811.com>, by all listed companies that have underground utilities in the specified area of work. The company doing the underground operations will not start work until their underground utilities are cleared and marked. The company performing the work will receive confirmation when the utilities have been marked. If the company performing the work follows the guidelines of Sunshine 811, the company shall not be liable for damage to utility.

When a street tree has to be removed or replaced for any reason, there is the possibility of damage to sidewalks and any unmarked utilities. These issues will be handled on a case by case basis and extra care will be taken to minimize extra cost due to these operations.

Lightning protection and Tree support systems:

These operations are specialized in nature and are not common for street trees. These operations are for saving rare species, or historic trees. Tree support systems may be recommended in areas where a large tree with a codominant stem is within a target area that is commonly occupied. Risk assessment would be recommended prior to these operations to see if it is necessary.

Lightening protection can be helpful in certain settings, same as tree support systems it is a specialized operation. It can be taken into consideration in areas like parks, open fields, or large tall standalone trees. The purpose of lightening protection in the tree is to mitigate damage to the tree, ground a strike to mitigate side flash (lightening jumping from one tree to another object or structure), and safely ground the voltage. Both of these operations are covered in the ANSI A300 Part 3 BMP's as well.

Tree Risk Assessments:

Tree risk assessment is an ongoing operation due to weather events, biotic/abiotic events, and unforeseen events. When a particular tree needs assessing it should be completed by a certified assessor or TRAQ. A written report should be provided to the client and is commonly valid for one year of the assessment date. The risk assessor routinely provides mitigation strategies, but it is ultimately up to the tree manager/owners.

Note: Most certified arborist conduct risk assessment when providing maintenance to trees. If something is found to be dangerous during these operations, the maintenance manager will be notified of these findings.

Tree inventory:

A tree inventory is helpful for maintaining and budgeting resources for trees. The main purpose of a tree inventory is to track tree maintenance, risk assessments, and creation of tree care budget. Listed in a tree inventory will be tree species, estimated canopy size, caliper size of main stem, outward observation of overall tree health and estimated cost for tree replacement. According to the Council of Tree and Landscape Appraisers, there are two methods of tree appraisals and is determined based on the client's needs.

- ∞ First method: the trunk formula method, this approach is for trees that may be too large to replace. It would also be based on species and health at the time.

- ∞ Second method: is for replacement cost, this based on a point system accounting tree size, species, condition, and location.

The tree inventory is commonly documented on special software. A report would be completed for the client and would be customized to suit the needs of the client. Based on the information provided, we prioritize the scope of work that should be completed first. After the priority work is completed, it will be easier to budget for appropriate maintenance cost.

Projected Tree Maintenance Cost

Oak species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size- \$65.00 per tree

60" and up caliper size estimate given prior to work.

Magnolia species:

Maintenance trimming cost;

8" through 15" caliper size - \$30.00 per tree

15" through 60" caliper size \$50.00 per tree

60" and up caliper size estimate give prior to work

Drake Elm species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size - \$60.00 per tree

60" and up caliper size estimate give prior to work

Sycamore species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size -\$65.00 per tree

60" and up caliper size estimate give prior to work

Pine Tree species:

Maintenance trimming cost;

8" through 15" caliper size - \$35.00

15" through 60" caliper size - \$45.00

60" and up caliper size estimate give prior to work

Maple species:

Maintenance trimming cost;

8" through 15" caliper size - \$45.00 per tree

15" through 60" caliper size - \$60.00 per tree

60" and up caliper size estimate give prior to work

Note: All cost estimates above include debris removal. When specialized equipment is required i.e. Crane, the estimate will be approved prior to the work being performed. The cost above, are the approximate maintenance cost only. The initial cost to get the trees up to maintenance par, would be adjusted based on case by case.

Stump grinding operations:

8" through 15" caliper size – minimum cost \$75.00

Stump grinding cost is based on measurement of area to be ground, cost ranges is between \$3.00- \$4.50 per square inch in diameter and varies depending on species of tree and type of ground cover. Unless otherwise noted, stump grinding does not include the grinding of any surface roots. Mechanical grinding does not remove the stump completely, it only grinds the tree stump below grade.

Note: When stump grinding is complete, there will be saw dust debris and the removal of debris is an extra cost. All stump grinding work will be bid prior to execution, and follow underground operation standards.

Stump removal when tree replacement is required:

The cost of digging out a stump will vary by species and location. The minimum cost for a complete stump removal (dug out) is \$1000.00. In instances where perceived damage to sidewalks is imminent, those cost will be added to the bid. The bid shall also include replacement dirt, tree replacement if applicable, and debris removal.

Root excavations:

Root excavations are a specialized operation used when there are compaction issues from construction or traffic around trees. It is also used when the root system needs to be examined for tree risk assessment investigations. These are done on a case by case basis and based on size of the root system and/or if replacement dirt is needed.

Pest management and Disease control:

Integrated pest management is the goal to mitigate using chemical means. If chemical means are necessary, it will be sub-contracted to a licensed professional. In the event there is an infestation of any kind, it is in the best interest to use all resources available. This includes identifying insects, blights, fungus etc. County Extension services provide a great resource for identification and mitigation. Early detection is the key to stopping an outbreak of pests.

In the event of a root grafting outbreak, trenching root systems may be required to stop the spread. This is a specialized underground operation and costs would be assessed on a case by case basis.

These guidelines are exclusive to Harmony CDD.

Prepared by:

A handwritten signature in black ink, appearing to be the initials 'AA' or similar, written in a cursive style.



ISA® Certified Arborist, TRAQ
Tree Inventory Proposal
Harmony CDD

The purpose of a tree inventory is to map and categorize the trees in the Community of Harmony. The trees would be documented on specialized software which would be broken down by location, species, size, and overall health. The data gathered would be governed by Tree Inventory Best Management Practices. This would assist the CDD in budgeting annual maintenance cost, prioritizing work that needs to be completed, and providing monetary value of the tree scape.

Prioritizing the work for hazardous trees and dead hangers over high occupancy, or high value targets, should be considered first. The maintenance priorities, will then be based on the needs of the CDD. Any maintenance work completed will be documented on the inventory and will keep the Tree Inventory updated.

The cost breakdown for the Tree Inventory is as follows:

\$2,500.00 annually to maintain the software agreement.

\$1.75 per tree for the following data: *(street/park trees that CDD maintains)*

- Location
- Size
- Species
- Level two limited risk assessment* inclusive of the information listed below:

Poor Structure, Crown Dieback, Improperly Pruned, Cavity Decay, Poor Root System, Remove Hardware, Hardscape Damage, Mechanical Damage, Poor Location, Serious Decline, Vines, and Canker. These inspections would be assessed from ground level only.

\$.50 per tree for the following data: *(alley trees not maintained by CDD/other trees within the perimeter of CDD that do not pose a risk to any targets, but should be documented for the purpose of the neighborhood's canopy scape)*

- Location
- Size
- Species

The software would be retained by the vendor and all data would be available to the client at any time, upon request. The initial cost would be for the inventory itself, and the documentation of the trees desired. After the inventory is finalized, any costs incurred after would be solely for tree maintenance purposes and to maintain the software agreement mentioned above.

Tree Maintenance

The Tree Inventory software allows the maintenance to be tracked and documented. There are different types of tree maintenance, so it would be documented in one of the following ways: Crown Cleaning, Prune-Clearance, Sidewalk Damage, Remove Hardware, Raise, Monitor, Prune-Structural, Restoration Prune, or Removal.

Based on the information provided, FY Budget can be allocated for future maintenance needs. Benefits of the inventory are to increase efficiency, preventative response to significant weather events, justifying budget, and documented maintenance.

** Risk rating excluded. However, mitigation strategies would be provided for any documented concerns.*

Proposal By:

Matt Pippin



ISA® Certified Arborist, TRAQ

Cert ID: FL-9531A

Supv. Kramer: I was lucky enough to be able to see this work being done. It was a true pleasure to watch a professional do this work. It was a vast difference from watching Servello do this work. He has equipment you cannot even imagine. He was able to position the lift to be on the sidewalk and the street. He was very careful in extending the lift to the branches that needed to be trimmed and these branches were actually brushing up against the resident's house. He was very careful in the removal and only dropped a couple already dead Oak leaves onto the resident's property. Safety gear and coordination was phenomenal. His wife is his assistant. I was very proud to see them operating here in Harmony. As he worked, he explained how the branches would continue to grow upward. He was able to prune this tree in a way that you could not even tell the tree had been pruned. It looked so nice. If anyone wants to go out and look, the address is 3322 Catbrier. It was really impressive, and I look forward to seeing either him or someone of his caliber doing the work here in Harmony. It is also nice to know that he is so close. That is all I have to say. Brett, Mr. Pippin and I worked closely on this and provided some verbiage to Tim. Tim, do you want to go over the tree policy that you put together for us to consider at this month's meeting?

Tim Qualls: I am happy to Madam Chair. It is pretty self explanatory. It sounds like the main things are the standards by which you will prune the trees letting the citizens know that the District is going to have a comprehensive plan and discourage the residents from taking matters into their own hands. You wanted it shorter from that 80 page one so this is a 3 page one. It does not sound like you are going to have much of an issue with having to get homeowner consent due to Mr. Pippin being very thorough and can do this. You just notify people when the tree trimming is being done. I think the consent form only needs to be used in the case that the tree may present a challenge. If you send it to everyone, you will just freak people out. Any questions?

A discussion ensued regarding grammatical errors and word meaning.

Supv. Kramer: Any other comments on the policy.

Supv. Leet: Some neighborhoods, there are questions about the ownership of trees in F, H-2 and O.

Supv. Kramer: The County owns those trees and we need to reach out to the County to see what needs to happen to get those trees addressed. Brett, can you call the County. Any other questions and or comments? Supv. Scarborough, any questions?

Supv. Kassel: Are we getting multiple bids on this?

Area Field Director Brett Perez: Yes, I will reach out to the County and yes, we can get multiple bids.

Supv. Kramer: Anything else? Hearing nothing. Let's adjourn

5C

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: January 13, 2022
SUBJECT: December 2021 Financials

Please find the attached December 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 Samantha.Smith@Inframark.com.

General Fund

- Total Revenue through December is approximately 73% of the annual budget.
 - Non Ad Valorem Assessment collections are at 72%.
 - Sale of Surplus Equipment - Includes sale of old cell phones (\$2,171).
 - Other Miscellaneous Revenues - Includes sales tax collection allowance, and payment for damage.
 - Garden Lot - Includes lease payments for garden lot.

- Total Expenditures through December are at 18% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through December.
 - ProfServ-Engineering - Pegasus Engineering services thru Nov 2021 for project no. MSC-22055.
 - ProfServ-Legal Services - Young Qualls, PA general counsel.
 - ProfServ-Management Consulting - Contract with Inframark.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - ProfServ-Special Assessment - Assessment roll services.
 - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
 - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - Printing and Binding - Printing/copy charges (November charge will be credited on future invoice).
 - Misc.-Contingency - Includes ROA management services and ancillary costs.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Servello Services.
 - Contracts-Irrigation - Contract with Servello Services.
 - Contracts-Landscape - Contract with Servello Services.
 - Contracts-Shrub/Ground Cover - Contract with Servello Services.
 - R&M Irrigation - Includes various irrigation supplies and repairs by Servello Services.
 - R&M-Trees and Trimming - Includes Oct 2021 tree trimming project by Servello & Sons.
 - Miscellaneous Services - Includes Oct 2021 landscape maintenance by Servello & Sons.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - Utility-Refuse Removal - Services provided by Waste Connections of FL.
 - R&M-Ponds - Includes December purchase of chemicals from Nutrien Ag Solutions .
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals.
 - R&M-Sidewalks - Includes Oct 2021 crosswalks & curbs installation by K & D Concrete.
 - R&M-Equipment Boats - Includes purchase of boating supplies and annual service by Advanced Marine.
 - R&M-Parks & Facilities - Various supplies and repairs, including bench pads at dog park (\$4,000) and repairing sinking pavers (\$700).
 - R&M-Garden Lot - Includes garden yard signs and tree trimming.
 - Misc.-Security Enhancements - Includes internet service and ancillary costs. Also includes programmed ID cards, purchased Oct 2021.
 - Reserve-Renewal & Replacement - Includes replacement of decking and railing, repair of erosion, installation of geogrid, new dog park fence and gate, and a reserve study.
 - ▶ Debt Service
 - Principal Debt Retirement - Principal portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund.
 - Interest Expense - Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund.

- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

HARMONY

Community Development District

Financial Report

December 31, 2021

Prepared by



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HARMONY

Community Development District

Financial Statements

(Unaudited)

December 31, 2021

HARMONY

Community Development District

Governmental Funds

Balance Sheet
December 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 1,040,659	\$ -	\$ -	\$ 1,040,659
Due From Other Funds	-	130,572	89,495	220,067
Investments:				
Money Market Account	1,625,052	-	-	1,625,052
Prepayment Account	-	22,434	62,724	85,158
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	1,076,388	588,683	1,665,071
TOTAL ASSETS	\$ 2,665,711	\$ 1,836,707	\$ 1,080,902	\$ 5,583,320
LIABILITIES				
Accounts Payable	\$ 125,895	\$ -	\$ -	\$ 125,895
Accrued Expenses	43,419	-	-	43,419
Accrued Taxes Payable	85	-	-	85
Due To Other Funds	220,067	-	-	220,067
TOTAL LIABILITIES	389,466	-	-	389,466
FUND BALANCES				
Restricted for:				
Debt Service	-	1,836,707	1,080,902	2,917,609
Assigned to:				
Operating Reserves	401,042	-	-	401,042
Reserves-Renewal & Replacement	23,270	-	-	23,270
Reserves - Sidewalks & Alleyways	251,484	-	-	251,484
Reserves-Uninsured Repairs	50,000	-	-	50,000
Unassigned:	1,550,449	-	-	1,550,449
TOTAL FUND BALANCES	\$ 2,276,245	\$ 1,836,707	\$ 1,080,902	\$ 5,193,854
TOTAL LIABILITIES & FUND BALANCES	\$ 2,665,711	\$ 1,836,707	\$ 1,080,902	\$ 5,583,320

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 2,814	\$ 705	\$ 398	\$ (307)
Interest - Tax Collector	-	-	5	5
Special Assmnts- Tax Collector	1,876,213	1,500,969	1,342,861	(158,108)
Special Assessments-Tax Collector-VC1	(22,435)	(17,947)	-	17,947
Special Assmnts- Discounts	(75,048)	(60,039)	(53,714)	6,325
Sale of Surplus Equipment	-	-	2,171	2,171
Other Miscellaneous Revenues	-	-	162	162
Access Cards	1,200	300	230	(70)
Facility Revenue	600	150	-	(150)
User Facility Revenue	15,000	3,750	12,058	8,308
Garden Lot	-	-	1,167	1,167
TOTAL REVENUES	1,798,344	1,427,888	1,305,338	(122,550)
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	14,000	3,501	3,200	301
FICA Taxes	1,071	267	245	22
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	20,000	5,001	27,815	(22,814)
ProfServ-Legal Services	65,000	16,251	8,000	8,251
ProfServ-Mgmt Consulting	69,250	17,313	17,274	39
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	3,300	825	825	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	249	36	213
Rental - Meeting Room	2,750	687	-	687
Insurance - General Liability	27,762	27,762	18,281	9,481
Printing and Binding	500	126	521	(395)
Legal Advertising	1,000	249	71	178
Misc-Records Storage	1,500	375	-	375
Misc-Assessment Collection Cost	37,524	30,019	25,783	4,236
Misc-Contingency	5,000	1,251	893	358
Annual District Filing Fee	175	175	175	-
Total Administration	276,306	112,873	111,941	932
<u>Field</u>				
ProfServ-Field Management	338,872	84,717	84,718	(1)
Trailer Rental	6,960	1,740	1,740	-
Total Field	345,832	86,457	86,458	(1)

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	62,220	15,555	15,357	198
Contracts-Irrigation	26,400	6,600	6,699	(99)
Contracts - Landscape	272,300	68,076	67,561	515
Cntrs-Shrub/Grnd Cover Annual Svc	161,110	40,278	39,888	390
R&M-Irrigation	15,000	3,750	7,347	(3,597)
R&M-Trees and Trimming	40,000	9,999	15,280	(5,281)
Miscellaneous Services	35,000	8,751	3,730	5,021
Total Landscape Services	612,030	153,009	155,862	(2,853)
<u>Utilities</u>				
Electricity - General	37,000	9,249	7,979	1,270
Electricity - Streetlights	110,000	27,501	25,435	2,066
Utility - Water & Sewer	180,000	45,000	33,517	11,483
Total Utilities	327,000	81,750	66,931	14,819
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,000	750	687	63
R&M-Ponds	3,500	876	1,169	(293)
R&M-Pools	32,000	8,001	2,655	5,346
R&M-Roads & Alleyways	2,000	501	-	501
R&M-Sidewalks	15,000	3,750	9,000	(5,250)
R&M-Vehicles	15,000	3,750	2,891	859
R&M-User Supported Facility	20,000	5,001	337	4,664
R&M-Equipment Boats	6,000	1,500	1,712	(212)
R&M-Parks & Facilities	25,000	6,249	7,416	(1,167)
R&M-Garden Lot	-	-	295	(295)
Miscellaneous Services	1,100	276	-	276
Misc-Contingency	8,000	2,001	564	1,437
Misc-Security Enhancements	5,700	1,425	1,733	(308)
Op Supplies - Fuel, Oil	4,000	999	612	387
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Renewal&Replacement	23,040	23,040	67,834	(44,794)
Reserve - Sidewalks & Alleyways	43,500	43,500	-	43,500
Total Operation & Maintenance	236,840	131,619	96,905	34,714
<u>Debt Service</u>				
Principal Debt Retirement	12,868	-	-	-
Interest Expense	13,732	-	-	-
Total Debt Service	26,600	-	-	-
TOTAL EXPENDITURES	1,824,608	565,708	518,097	47,611

HARMONY

Community Development District

General Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	(26,264)	862,180	787,241	(74,939)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(26,264)	-	-	-
TOTAL FINANCING SOURCES (USES)	(26,264)	-	-	-
Net change in fund balance	\$ (26,264)	\$ 862,180	\$ 787,241	\$ (74,939)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,489,039	1,489,039	1,489,039	
FUND BALANCE, ENDING	<u>\$ 1,462,775</u>	<u>\$ 2,351,219</u>	<u>\$ 2,276,280</u>	

HARMONY

Community Development District

Series 2014 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 62	\$ 15	\$ 15	\$ -
Special Assmnts- Tax Collector	1,230,013	984,011	889,856	(94,155)
Special Assmnts- Prepayment	-	-	22,434	22,434
Special Assmnts- Discounts	(49,201)	(39,361)	(35,594)	3,767
TOTAL REVENUES	1,180,874	944,665	876,711	(67,954)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,600	19,680	17,085	2,595
Total Administration	24,600	19,680	17,085	2,595
<u>Debt Service</u>				
Principal Debt Retirement	670,000	-	-	-
Principal Prepayments	-	-	15,000	(15,000)
Interest Expense	497,313	248,657	248,656	1
Total Debt Service	1,167,313	248,657	263,656	(14,999)
TOTAL EXPENDITURES	1,191,913	268,337	280,741	(12,404)
Excess (deficiency) of revenues Over (under) expenditures	(11,039)	676,328	595,970	(80,358)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(11,039)	-	-	-
TOTAL FINANCING SOURCES (USES)	(11,039)	-	-	-
Net change in fund balance	\$ (11,039)	\$ 676,328	\$ 595,970	\$ (80,358)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,240,737	1,240,737	1,240,737	
FUND BALANCE, ENDING	\$ 1,229,698	\$ 1,917,065	\$ 1,836,707	

HARMONY

Community Development District

Series 2015 Debt Service Fund

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 43	\$ 9	\$ 7	\$ (2)
Special Assmnts- Tax Collector	856,710	685,368	609,913	(75,455)
Special Assmnts- Other	26,600	21,280	-	(21,280)
Special Assmnts- Prepayment	-	-	59,880	59,880
Special Assmnts- Discounts	(34,269)	(27,415)	(24,396)	3,019
TOTAL REVENUES	849,084	679,242	645,404	(33,838)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	17,134	13,707	11,710	1,997
Total Administration	17,134	13,707	11,710	1,997
<u>Debt Service</u>				
Principal Debt Retirement	390,000	-	-	-
Principal Prepayments	-	-	160,000	(160,000)
Interest Expense	430,606	215,303	215,303	-
Total Debt Service	820,606	215,303	375,303	(160,000)
TOTAL EXPENDITURES	837,740	229,010	387,013	(158,003)
Excess (deficiency) of revenues Over (under) expenditures	11,344	450,232	258,391	(191,841)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	11,344	-	-	-
TOTAL FINANCING SOURCES (USES)	11,344	-	-	-
Net change in fund balance	\$ 11,344	\$ 450,232	\$ 258,391	\$ (191,841)
FUND BALANCE, BEGINNING (OCT 1, 2021)	822,511	822,511	822,511	
FUND BALANCE, ENDING	\$ 833,855	\$ 1,272,743	\$ 1,080,902	

HARMONY

Community Development District

Supporting Schedules

December 31, 2021

HARMONY

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2022**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2022				\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966
Allocation %				100%	47.24%	31.30%	21.46%
11/22/21	\$ 288,449	\$ 12,264	\$ 5,887	\$ 306,599	\$ 144,838	\$ 95,978	\$ 65,784
11/26/21	\$ 13,417	\$ 726	\$ 274	\$ 14,417	\$ 6,811	\$ 4,513	\$ 3,093
12/08/21	\$ 1,953,498	\$ 83,057	\$ 39,867	\$ 2,076,422	\$ 980,904	\$ 650,003	\$ 445,516
12/09/21	\$ 1,872	\$ 4	\$ 38	\$ 1,914	\$ 904	\$ 599	\$ 411
12/22/21	\$ 417,110	\$ 17,654	\$ 8,512	\$ 443,277	\$ 209,405	\$ 138,763	\$ 95,109
TOTAL	\$ 2,674,347	\$ 113,704	\$ 54,579	\$ 2,842,629	\$ 1,342,861	\$ 889,856	\$ 609,913

Collected in % 72%

TOTAL OUTSTANDING	\$ 1,081,537	\$ 510,919	\$ 338,564	\$ 232,054
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Note (1): Variance due to prepayments being received during budget process.

HARMONY
Community Development District

Cash and Investment Report
December 31, 2021

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$1,040,659
Money Market Account	BankUnited	Money Market Account	n/a	0.15%	\$1,625,052
Subtotal					\$2,665,711

Debt Service and Capital Projects Funds
--

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$22,434
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%	\$1,076,388
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$62,724
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%	\$588,683
Subtotal					\$2,697,542
Total					\$5,363,253

5D

Harmony

Community Development District

General Fund

Invoice Approval Report # 261

January 10, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ALLIANCE PAVERS, LLC	2021-13552	R	\$ 700.00
		Vendor Total	\$ 700.00
BRIGHT HOUSE NETWORKS - ACH	028483401120721 ACH	R	\$ 123.98
		Vendor Total	\$ 123.98
FEDEX	7-596-67051	R	\$ 18.26
		Vendor Total	\$ 18.26
HARMONY CDD C/O U.S. BANK	010422-5	A	\$ 89,494.95
	010422-4	A	\$ 130,572.12
	122021-4	R	\$ 715,241.47
	122021-5	R	\$ 490,341.60
	Vendor Total		\$ 1,425,650.14
INFRAMARK, LLC	71065	R	\$ 45,770.06
		Vendor Total	\$ 45,770.06
JAMES L. SALMELA dba JIM'S FIBERGLASS REPAIR LLC	556276	R	\$ 3,250.00
		Vendor Total	\$ 3,250.00
MARYLIN ASH-MOWER	122021	R	\$ 336.68
		Vendor Total	\$ 336.68
NUTRIEN AG SOLUTIONS, INC	47232038	R	\$ 1,169.00
		Vendor Total	\$ 1,169.00
ORLANDO UTILITIES COMMISSION-ACH	120821-9921 ACH	R	\$ 11,251.61
		Vendor Total	\$ 11,251.61
PEGASUS ENGINEERING, LLC	225826	A	\$ 27,815.02
		Vendor Total	\$ 27,815.02
PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS	RI1120958 ACH	A	\$ 90.00
	RI1120957 ACH	A	\$ 490.00
	Vendor Total		\$ 580.00
SERVELLO & SONS INC	20828	R	\$ 426.70
	20829	R	\$ 325.00
	20868	R	\$ 316.94
	21009	R	\$ 519.43
	21024	R	\$ 309.43
	Vendor Total		\$ 1,897.50
SPIES POOL LLC	376794	R	\$ 44.90
		Vendor Total	\$ 44.90

Harmony

Community Development District

General Fund

Invoice Approval Report # 261

January 10, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
TOHO WATER AUTHORITY - ACH	121721 ACH	A	\$ 12,512.41
		Vendor Total	\$ 12,512.41
WASTE CONNECTIONS OF FL.	1367205E460	R	\$ 240.00
		Vendor Total	\$ 240.00
YOUNG QUALLS, P.A.	16404	A	\$ 4,000.00
		Vendor Total	\$ 4,000.00

Total Invoices \$ 1,535,359.56

Seventh Order of Business

7A

7Ai.



COPY

PROJECT MEMORANDUM

To: Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM *DH*
District Engineer

Date: January 20, 2022

Re: Harmony Community Development District

Subject: District Engineer Report #7

The purpose of this project memorandum is to briefly describe current and upcoming assignments.

Wetland Conservation Areas

On Thursday, December 16, 2021, the CDD Board of Supervisors approved the proposal from Bowman and Blair Ecology and Design to review of existing South Florida Water Management District (SFWMD) permit files and correspondence, as well as, conduct an initial site review to investigate the conservation areas and evaluate options for new transects. On Tuesday, January 4, 2022, Bowman and Blair prepared and issued the *Summary of Preliminary Site Assessment* report (refer to **Attachment "A"**).

Based on the outcome of preliminary site assessment, Bowman and Blair Ecology and Design have prepared a proposal to develop a monitoring plan, conduct the monitoring plan, and submit monitoring reports to the South Florida Water Management District (SFWMD) (refer to **Attachment "B"**). *That said, we respectfully request that the CDD Board of Supervisors approve the proposal in the amount of \$6,690.00 to set-up monitoring transects and conduct new baseline monitoring/reporting, as well as, \$20,200.00 for four (4) Annual Monitoring Reports (2023, 2024, 2025, and 2026) for a total amount of \$26,890.00.*

Garden Road

On Thursday, November 18, 2021, Pegasus Engineering (Johan Rodriguez) prepared and submitted a SFWMD application for “Request for Verification of Exemption”. The week of December 15, 2021, Pegasus Engineering (Greg Teague) finalized the construction plans and the engineer’s construction cost estimate. In addition, Pegasus Engineering submitted the final construction plans to the SFWMD and Florida Gas Transmission.

On Friday, January 14, 2022, the SFWMD issued a letter stating that proposed roadway maintenance will be exempt from an Environmental Resource Permit (refer to **Attachment “C”**). Also, on Wednesday, January 19, 2022, FGT (Amy Powell) issued the Encroachment Agreement to be revised, signed, and notarized by the CDD Board of Supervisors (refer to **Attachment “D”**). ***That said, we respectfully request Board approval of the Encroachment Agreement and to authorize the Chair to execute the Encroachment Agreement.*** Upon receipt of the fully executed Agreement, Pegasus Engineering (Greg Teague) shall prepare a bid package to request bids from qualified general contractors.

Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways

During the month of December 2022, Pegasus Engineering (Greg Teague) prepared 90% construction plans for the milling and resurfacing program, as well as the engineer’s estimate of probable construction cost (refer to **Attachment “E”**). ***During the January 27, 2022, CDD meeting, Pegasus Engineering (David Hamstra) will present the construction plans and discuss the project costs and request direction from the Board of Supervisors on moving forward with requesting bids from qualified contractors.***

The Estates

On Thursday, December 16, 2021, the CDD Board of Supervisors approved the proposal from Atlantic Pipe Services (Brandon Duncan) for removing sediments in combination with a closed-circuit television (CCTV) inspection for all drainage inlets located outside the public rights-of-way. On Thursday, January 13, 2022, the Agreement was executed by both parties (refer to **Attachment “F”**). It is anticipated the APS will begin the sediment removal and CCTV inspection the week of January 23, 2022.

Billy's Trail

On Thursday, December 16, 2021, CDD Board of Supervisors approved the proposal from Johnston's Surveying, Inc. in the amount of \$3,500.00 to prepare a topographic survey on the north end of Billy's Trail and install twelve (12) concrete monuments to establish the limits of the adjacent wetland conservation areas. On Saturday, January 15, 2022, Johnston's Surveying finalized and submitted the preliminary Topographic Survey (refer to **Attachment "G"**). Pegasus Engineering shall utilize the survey drawing to depict recommended drainage and grading improvements to connect the new alignment to the existing Billy's Trail alignment.

On a separate issue, the CDD Chair (Teresa Kramer) is continuing coordination efforts with the developer and the contractor to re-install the silt fences, backfill and compact the wash-outs and eroded areas, and sod the fill slopes adjacent to Billy's Trail.

Cherry Hill Rear Yard Swale Repairs

On Wednesday, November 17, 2021, Pegasus Engineering (David Hamstra) received the survey drawing from Johnston's Surveying associated with the rear yard swales at 3168, 3170, and 3172 Dark Sky Drive. After conducting a site inspection to confirm the content and accuracy of the survey drawing, Pegasus Engineering prepared a grading plan for Inframark to solicit bid prices from general contractors for re-grading the current swale to ensure positive drainage (refer to **Attachment "H"**).

Stormwater Pond Maintenance | Cattails

As requested by the Board of Supervisors, Pegasus Engineering was asked to investigate potential impacts to stormwater ponds due to cattails and proper maintenance procedures (refer to **Attachment "I"** for a summary of the cattails research).

Harmony Cove Easement Agreement

On Friday, December 3, 2021, Steve Boyd brought to the attention of the CDD Chair (Teresa Kramer), Tim Qualls, Angel Montagna, and David Hamstra a potential title issue associated with Tract B-1. Representatives of the CDD (Teresa Kramer, Tim Qualls, Angel Montagna, and David Hamstra) will coordinate with Steve Boyd and Jim Pratt to review various documents, deeds, and easement documents to resolve this matter.

RV and Boat Storage Area

On Tuesday, December 7, 2021, Pegasus Engineering issued an email to Osceola County (Amy Templeton and Jane Adams) respectfully requesting authorization to install a perimeter fence for security reasons with the understanding that an official Development Plan will be submitted to the County to secure a formal approval for future improvements in the RV and Boat Storage area.

North Lake (Tract L)

On October 28, 2021, Harmony Florida Land, LLC and their consultant (Askey Hughey, Inc.) submitted a SFWMD application for an Environmental Resource Permit (ERP). On Thursday, November 18, 2021, the SFWMD issued a Request for Additional Information (RAI) letter to Mr. Richard Jerman (Harmony Florida Land, LLC). RAI Comment #1 requests a letter, or a resolution, from the CDD confirming that the CDD will accept operation and maintenance of the stormwater management system (i.e., stormwater pond and control structure). Pegasus Engineering will review the construction plans and stormwater calculations before proceeding to prepare the requested letter.

Dog Park

Pegasus Engineering (Beth Whitehart) and Inframark (Brett Perez) will continue to coordinate with the Toho Water Authority to provide a water service line to the Dog Park.

House Bill No. 53 (Public Works Bill)

The State of Florida passed a new House Bill (House Bill No. 53) on July 1, 2021, requiring Counties, Cities, and Special Districts to create a 20-year Needs Analysis and submit by June 30, 2022. Pegasus Engineering (David Hamstra) shall research the requirements and present at a future CDD meeting. In addition, Pegasus Engineering shall prepare a scope of work and fee estimate to provide the required information and mapping to the County prior to the June 20, 2022, deadline. The following is a brief overview from a recent Florida Stormwater Association conference:

House Bill No. 53 passed during the 2021 Session and requires local governments with wastewater or stormwater management systems to complete a 20-year needs analysis for those systems and submit the data to the Office of Economic and Demographic Research (EDR) – the research and forecasting arm of the Legislature. The analysis required by House Bill No. 53 includes a description of the system, the number of future residents served, revenues and expenditures, maintenance costs, etc. The first analysis is due on June 20, 2022, and every five years thereafter.

*Michael Bateman, PE, Legislative Analyst
Office of Economic and Demographic Research, Florida Legislature*

END OF MEMO

cc: Angel Montagna, Inframark Services
Brett Perez, Inframark Services
Tim Qualls, Young Qualls, P.A.
Greg Teague, Pegasus Engineering
Pegasus Project File MSC-22055

Attachment "A"

Wetland
Conservation Areas

Summary of Preliminary
Site Assessment Report

January 4, 2022

David Hamstra
Pegasus Engineering
301 West State Road 434, Suite 309
Winter Springs, FL 32708

RE: Harmony Community Development District Conservation Areas
SUMMARY OF PRELIMINARY SITE ASSESSMENT DECEMBER 28, 2021

Dear Mr. Hamstra,

On 28 December 2021, Bowman and Blair staff conducted a preliminary visit to the Harmony Community Development District (Harmony CDD) wetland conservation areas to assess the current condition of the preserved wetlands and buffers, specifically Wetlands 4, 4B, 5, 6, 7, 8, 10, 13, 14, and 17, which are currently under jurisdiction of Harmony CDD. The purpose of this visit was to document the occurrences and coverage of invasive non-native plant species (specifically those listed by the Florida Invasive Species Council - FISC - as Class I and Class II). Bowman and Blair staff also sought to identify potential future monitoring locations within the ten conservation areas to document and report management progress and conditions of the conservation areas to Pegasus Engineering and South Florida Water Management District (SFWMD) as required by conditions of Permit No. 49-01058-P, Application No. 991227-13.

Three members of Bowman and Blair Staff, Teresa Kramer, Harmony CDD maintenance staff, and Bill Snively from Aquatic Weed Management (a potential vegetation management contractor) were present for the site visit. Old world climbing fern (*Lygodium microphyllum*, FISC Category I), cogongrass (*Imperata cylindrica*, FISC Category I), Brazilian pepper (*Schinus terebinthifolia*, FLEPPC Category I), Caesarweed (*Urena lobata*, FLEPPC Category I), and earpod tree (*Enterolobium contortisiliquum*) were recognized as the main species of concern and a top priority to be control.

Old World Climbing Fern was observed in all of the conservation areas and was found extensively throughout Wetland 4 (W4), W5, W6, W7, and W10. Old World Climbing Fern is also established within surrounding conservation areas which are not under jurisdiction of Harmony CDD, but are within close enough proximity to spread into Harmony CDD conservation areas. Harmony maintenance staff has been applying chemical treatment to Old World Climbing Fern during 2021, which appears to have successfully killed this species within much of the outer portions of the wetlands such that we did not observe areas where the tree canopy was covered with the vines, potentially killing the trees (photos 5, 11, 12, and 16). New growth of climbing fern extending up tree trunks was observed in all the wetlands, beyond the treated areas, particularly where seasonal inundation and maintenance staff time have not allowed for more areas to be treated to date. Cogongrass has established along the outer edges of most of the conservation areas (photos 2, 6, 8, and 13), apparently extending from adjacent golf course areas where it also occurs among the landscape plantings. Caesarweed (photo 7), which spreads easily from seeds, occurs in the buffers and outer disturbed edges of the wetlands. Brazilian pepper (photos 3 and 4) is growing extensively along some the conservation area edges, especially along the perimeter of W4, W5, and W6. A few mature earpod trees (photo 4) were

documented along the southern edge of W4, likely with seeding/saplings in the surrounding conservation area edge. A management program which includes these species would reduce the opportunity for their spread throughout the conserved wetlands.

The attached figure depicts the areas that were visited by pedestrian traverse and inspection of the outer edges using golf carts, some areas where climbing fern and cogon grass were documented with GPS early in the tour, some potential monitoring locations that were identified on 28 December, and locations within Wetland 4 that were identified by South Florida Water Management District staff as being of special concern due to large areas covered by climbing fern.


Bowman and Blair will prepare a proposal to conduct the required annual monitoring and reporting beginning in early 2022 and continuing with subsequent years' annual monitoring. A new monitoring protocol will include the establishment of one or more permanent monitoring locations within each of the ten wetlands currently under Harmony CDD control for qualitative and photographic monitoring. The proposed monitoring plan will be coordinated with Teresa Kramer or other Harmony CDD staff and Steffan Pierre or other SFWMD regulatory staff to document the current conditions of the vegetative communities within the conservation areas and the future progress of managing the climbing fern and other Class I and Class II invasive species. This monitoring plan will include periodic site visits with SFWMD and Harmony CDD staff following the submission of annual monitoring reports and periodically between monitoring events to assess maintenance progress and to coordinate with vegetation management staff or selected contractor. The maintenance activities, results, and schedules will be included in annual monitoring reports.

As noted earlier and documented during the 28 December site visit, the invasive species described herein also occur excessively in adjacent conservation areas which are not currently under Harmony CDD control. This situation will present significant obstacles to providing long-term treatment and reduction of invasive species within the Harmony CDD wetlands.

Photos 1 through 16 which follow the map depict representative areas of Wetlands 4, 5, 6, and 7 where each of the five target invasive species were documented. Included in these are some of the many locations where climbing fern treatment has been successful in 2021.

Please let me know if we can provide any additional information related to our initial site assessment.

Sincerely,



Catherine L. Bowman






President

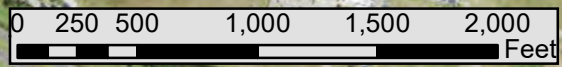
Bowman and Blair Ecology and Design, Inc.

COPY



Legend

-  Harmony Jurisdictional Wetlands
-  SFWMDC Specific Areas of Concern W4 and W10
-  Lygodium, cogon grass initial locations, subsequent locations photographed and noted on field maps
-  Areas visited during Dec 28 preliminary assessment
-  some potential monitoring locations identified on Dec 28



1 inch = 800 feet

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

Photos 28 December 2021: Typical views of Class I and Class II Invasive Non-native Species



1. Wetland 4 east side, north end; Lygodium climbing trees in outer wetland edge



2. Wetland 4 east side along golf course; cogon grass



3. Wetland 4 south end; Brazilian pepper in foreground and along edge buffer



4. Wetland 4 south end; Brazilian pepper, earpod tree, Lygodium left and behind earpod



5. Wetland 4 previously treated Lygodium



6. Wetland 4 cogon grass along buffer edge with golf course



7. Wetland 4 west side; Caesarweed along edge



8. Wetland 4; wide, dense area of cogon grass



9. Wetland 4 west side; pine wetland with native ferns; Lygodium on bay trees beyond



10. Wetland 4 west side; one of new monitoring locations to be proposed



11. Wetland 4 west portion along lake; Lygodium treatment area



12. Wetland 5; treated Lygodium in foreground, untreated in background



13. Wetland 6; cogon grass spreading through buffer into wetland



14. Wetland 6; small Lygodium on ground, typical of early infestations and regrowth areas



15. Wetland 6; Lygodium in shrubs around central marsh; another potential monitoring location



16. Wetland 7; treated Lygodium in foreground with new growth behind

Attachment “B”

Wetland
Conservation Areas

Proposal prepared by
Bowman and Blair
Ecology and Design

[See Item 7Aia](#)

Attachment “C”

Garden Road

South Florida Water
Management District
Environmental Resource
Permit

COPY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 14, 2022

** Delivered via email*

Angel Montagna *
Inframark Services (harmony CDD District Manager)
313 Campus Street
Celebration, FL 34747

Subject: Exemption for Garden Road Improvements
Application No. 211215-32458
Exemption No. 49-106422-P
Osceola County

Dear Mr. Montagna:

The South Florida Water Management District (District) reviewed the information submitted for the proposed improvements to an existing dirt road (Garden Road) and has determined that the proposed project is exempt from the requirement to obtain an Environmental Resource Permit, pursuant to Rule 62-330.051(4)(c) Florida Administrative Code. The project includes additional stabilization of the road using crushed concrete. No work is proposed in wetlands and/or surface waters, no additional lanes of traffic will be added and no changes to the road width, surface elevations, grades and/or profiles are proposed.

Activities that qualify for this exemption must be conducted and operated using appropriate best management practices and in a manner which does not cause or contribute to a water quality violation. Pursuant to Chapters 62-302 or 62-4, Florida Administrative Code.

This letter does not relieve you from the responsibility of obtaining other permits (federal, state or local) which may be required for the project.

The determination that this project qualifies as an exempt activity may be revoked if the installation is substantially modified, if the basis of the exemption is determined to be materially incorrect, or if the installation results in violation to state water quality standards. Any changes made in the construction plans or location of the project may necessitate a permit from the District. Therefore you are advised to contact the District before beginning any work in wetlands which is not specifically described in the submittal.

The notice of determination that the project qualifies as an exempt activity constitutes final agency action by the District unless a petition for administrative hearing is filed. Upon timely filing of a petition, this Notice will not be effective until further Order of the District.

Inframark Services (harmony CDD District Manager)
Garden Road Improvements, Application No. 211215-32458
January 14, 2022
Page 2

If you have any questions concerning this matter, please contact Katherine Grablow, Application environmental reviewer at (407) 858-6100 3819 or kgrablow@sfwmd.gov, and Carmen Cadenas, P.E., Engineer Lead at 407-858-6100 x3805 or ccadenas@sfwmd.gov.

Sincerely,



Melissa M. Roberts, P.E.
Administrator, Environmental Resource Bureau

c: David Hamstra, Pegasus Engineering (harmony CDD District Engineer) *

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) and searching under this application number 211215-32458 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 SWM Plans](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

Attachment “D”

Garden Road

Florida Gas Transmission
Encroachment
Agreement


[See Item 7Aib](#)


Attachment “E”


Neighborhoods C-1 and
C-2 Milling and
Resurfacing Alleyways


Neighborhoods C1 & C2
Alleyway Rehab Plans
[[separate cover](#)]


"90% Progress"


ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
GENERAL CATEGORY						
1	101-1a	Mobilization	1	LS	10.0%	\$41,248.78
2	101-1b	Bonds and insurance	1	LS	2.0%	\$8,249.76
3	102-1	Maintenance of traffic	1	LS	5.0%	\$20,624.39
4	104-0-1	Prevention, control and abatement of erosion and water pollution	1	LS	\$1,000.00	\$1,000.00
5	110-1-1	Clearing and grubbing	1	LS	2.0%	\$8,249.76
6	900-1	Utility coordination	1	LS	\$1,000.00	\$1,000.00
7	900-2	Construction layout and as-builts	1	LS	\$2,500.00	\$2,500.00
Category Sub Total						\$82,872.67


ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "A-C20" (NEIGHBORHOOD "C-1")						
1	160-4	Compacted subgrade (12")	65	SY	\$10.00	\$650.00
2	285-704	Optional base group 04 (6")	65	SY	\$15.00	\$975.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	1,270	SY	\$15.00	\$19,050.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	75	TN	\$150.00	\$11,250.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	0	TN	\$150.00	\$0.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	95	LF	\$250.00	\$23,750.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	500	SY	\$3.50	\$1,750.00
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	500	SY	\$5.00	\$2,500.00
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	1,560	LF	\$0.75	\$1,170.00
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	74	LF	\$1.50	\$111.00
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	14	LF	\$5.00	\$70.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	3	EA	\$75.00	\$225.00
Category Sub Total						\$61,501.00


ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "A-C21" (NEIGHBORHOOD "C-1")						
1	160-4	Compacted subgrade (12")	120	SY	\$10.00	\$1,200.00
2	285-704	Optional base group 04 (6")	120	SY	\$15.00	\$1,800.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	1,070	SY	\$15.00	\$16,050.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	65	TN	\$150.00	\$9,750.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	0	TN	\$150.00	\$0.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	0	LF	\$250.00	\$0.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	500	SY	\$3.50	\$1,750.00
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	500	SY	\$5.00	\$2,500.00
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	1,315	LF	\$0.75	\$986.25
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	71	LF	\$1.50	\$106.50
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	16	LF	\$5.00	\$80.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	4	EA	\$75.00	\$300.00
Category Sub Total						\$34,522.75


ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "A-C22" (NEIGHBORHOOD "C-1")						
1	160-4	Compacted subgrade (12")	0	SY	\$10.00	\$0.00
2	285-704	Optional base group 04 (6")	0	SY	\$15.00	\$0.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	2,290	SY	\$15.00	\$34,350.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	130	TN	\$150.00	\$19,500.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	7	TN	\$150.00	\$1,050.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	110	LF	\$250.00	\$27,500.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	750	SY	\$3.50	\$2,625.00
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	750	SY	\$5.00	\$3,750.00
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	2,265	LF	\$0.75	\$1,698.75
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	118	LF	\$1.50	\$177.00
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	16	LF	\$5.00	\$80.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	5	EA	\$75.00	\$375.00
Category Sub Total						\$91,105.75


ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "A-C23" (NEIGHBORHOOD "C-1")						
1	160-4	Compacted subgrade (12")	0	SY	\$10.00	\$0.00
2	285-704	Optional base group 04 (6")	0	SY	\$15.00	\$0.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	1,335	SY	\$15.00	\$20,025.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	75	TN	\$150.00	\$11,250.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	1	TN	\$150.00	\$150.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	0	LF	\$250.00	\$0.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	500	SY	\$3.50	\$1,750.00
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	500	SY	\$5.00	\$2,500.00
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	1,305	LF	\$0.75	\$978.75
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	103	LF	\$1.50	\$154.50
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	15	LF	\$5.00	\$75.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	4	EA	\$75.00	\$300.00
Category Sub Total						\$37,183.25

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "A-C24" (NEIGHBORHOOD "C-1")						
1	160-4	Compacted subgrade (12")	0	SY	\$10.00	\$0.00
2	285-704	Optional base group 04 (6")	0	SY	\$15.00	\$0.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	995	SY	\$15.00	\$14,925.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	60	TN	\$150.00	\$9,000.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	3	TN	\$150.00	\$450.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	0	LF	\$250.00	\$0.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	500	SY	\$3.50	\$1,750
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	500	SY	\$5.00	\$2,500
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	1,020	LF	\$0.75	\$765.00
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	102	LF	\$1.50	\$153.00
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	14	LF	\$5.00	\$70.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	4	EA	\$75.00	\$300.00
Category Sub Total						\$29,913.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "N" (NEIGHBORHOOD "C-2")						
1	160-4	Compacted subgrade (12")	0	SY	\$10.00	\$0.00
2	285-704	Optional base group 04 (6")	0	SY	\$15.00	\$0.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	750	SY	\$15.00	\$11,250.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	45	TN	\$150.00	\$6,750.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	2	TN	\$150.00	\$300.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	35	LF	\$250.00	\$8,750.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	500	SY	\$3.50	\$1,750
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	500	SY	\$5.00	\$2,500
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	885	LF	\$0.75	\$663.75
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	63	LF	\$1.50	\$94.50
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	14	LF	\$5.00	\$70.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	2	EA	\$75.00	\$150.00
Category Sub Total						\$32,278.25

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "O" (NEIGHBORHOOD "C-2")						
1	160-4	Compacted subgrade (12")	0	SY	\$10.00	\$0.00
2	285-704	Optional base group 04 (6")	0	SY	\$15.00	\$0.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	965	SY	\$15.00	\$14,475.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	55	TN	\$150.00	\$8,250.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	0	TN	\$150.00	\$0.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	140	LF	\$250.00	\$35,000.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	500	SY	\$3.50	\$1,750
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	500	SY	\$5.00	\$2,500
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	1,155	LF	\$0.75	\$866.25
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	61	LF	\$1.50	\$91.50
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	16	LF	\$5.00	\$80.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	3	EA	\$75.00	\$225.00
Category Sub Total						\$63,237.75

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "P" (NEIGHBORHOOD "C-2")						
1	160-4	Compacted subgrade (12")	0	SY	\$10.00	\$0.00
2	285-704	Optional base group 04 (6")	0	SY	\$15.00	\$0.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	1,610	SY	\$15.00	\$24,150.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	90	TN	\$150.00	\$13,500.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	1	TN	\$150.00	\$150.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	0	LF	\$250.00	\$0.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	750	SY	\$3.50	\$2,625
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	750	SY	\$5.00	\$3,750
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	1,830	LF	\$0.75	\$1,372.50
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	112	LF	\$1.50	\$168.00
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	14	LF	\$5.00	\$70.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	5	EA	\$75.00	\$375.00
Category Sub Total						\$46,160.50

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
Harmony Neighborhoods "C-1" and "C-2" Roadway Rehabilitation						
Item No.	Pay Item	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
CONSTRUCTION CATEGORY - ALLEY TRACT "Q" (NEIGHBORHOOD "C-2")						
1	160-4	Compacted subgrade (12")	0	SY	\$10.00	\$0.00
2	285-704	Optional base group 04 (6")	0	SY	\$15.00	\$0.00
3	327-70-1	Milling existing asphalt pavement (1" average depth)	475	SY	\$15.00	\$7,125.00
4	334-1-11	Superpave asphaltic concrete, Traffic A (SP-9.5) (1")	30	TN	\$150.00	\$4,500.00
5	339-1	Miscellaneous asphalt pavement for leveling (1")	0	TN	\$150.00	\$0.00
6	436-1-1	Trench drain, standard (Type II with concrete backfill)	0	LF	\$250.00	\$0.00
7	570-1-2a	Performance turf, Bahia - contingency allowance	500	SY	\$3.50	\$1,750
8	570-1-2b	Performance turf, St. Augustine - contingency allowance	500	SY	\$5.00	\$2,500
9	710-11-101	Painted pavement marking, standard, white, solid, 6"	510	LF	\$0.75	\$382.50
10	710-11-103	Painted pavement marking, standard, white, solid, 12"	72	LF	\$1.50	\$108.00
11	710-11-125	Painted pavement marking, standard, white, solid, 24"	14	LF	\$5.00	\$70.00
12	710-11-170	Painted pavement marking, standard, white, directional arrow	2	EA	\$75.00	\$150.00
Category Sub Total						\$16,585.50

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

Harmony Neighborhoods "C-1" and "C-2"
Roadway Rehabilitation



SUMMARY

Project Total =>	\$495,360.42
Preliminary Design Contingency (10%) =>	\$49,536.04
Grand Total =>	\$544,896.46

Notes:

1. The Contractor will not be paid for contingency allowances if that additional work is not required for any reason.
2. The cost for trench drain includes concrete backfilling, outlet piping, fittings, etc. for connection to the existing drainage system.

Attachment “F”

The Estates
Executed Agreement

**AGREEMENT BETWEEN ATLANTIC PIPE SERVICES, LLC AND THE HARMONY
COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF
STORMWATER PIPELINE CLEANING AND INSPECTION SERVICES**

THIS AGREEMENT made and entered into by and between Atlantic Pipe Services, LLC, an independent contractor (“Contractor”), whose address is 1420 Martin Luther King, Jr. Boulevard, Sanford, Florida, and the Harmony Community Development District (“District”), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide the stormwater pipeline cleaning and inspection services set forth below to the satisfaction of the District.

SECTION I: PURPOSE OF AGREEMENT

The purpose of this Agreement between Contractor, an independent contractor, and the District is for the Parties to enter into an agreement for the provision of stormwater pipeline cleaning and inspection services as set forth in Section IV below.

SECTION II: QUALIFICATIONS OF CONTRACTOR

The Contractor represents that it is qualified to fulfill the stormwater pipeline cleaning and inspection services and related duties set forth below.

SECTION III: CONSIDERATION

1. That which induced the parties to enter into this agreement, in addition to the provisions of Section I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to all of the provisions of this contract.

SECTION IV: DUTIES

1. The duties, obligations, and responsibilities of the Contractor are as follows:
 - a. Remove sediment from five (5) drainage structures (four inlets and one manhole). More specifically, Inlets #2, #4, #9 and #10, and the manhole next to Inlet #4 as detailed on the attached diagram referenced as Exhibit 1.
 - b. Remove the sediment from the existing 12-inch and 15-inch storm pipes and existing pipe between Inlet #10 and the County's right-of-way as detailed on Exhibit 1.
 - c. After sediment has been properly removed from the referenced inlets and pipes, perform a CCTV inspection on all pipes detailed on Exhibit 1.
 - d. Due to the entire storm sewer system being submerged because of wet detention ponds, Contractor will be required to utilize bladders to isolate each system from the County's right-of-way.
 - e. Perform a CCTV inspection of the remaining storm pipes located outside the County's right-of-way. More specifically, Inlet #1 and pipe, Inlet #3 and pipe, Inlet #5 and pipe, Inlet #6 and pipe, Inlet #7 and pipe, Inlets #11 and pipe, and #12 and pipe as detailed on Exhibit 1. If sediment exists within the existing drainage structures and pipes to be CCTV inspected, APS will properly remove and dispose of the sediments.
 - f. Contractor will dispose of any and all sediment removed from the referenced inlets and storm pipes off-site.
 - g. Contractor warrants all workmanship and materials are guaranteed against defects in workmanship for a period of one (1) year from the date of substantial completion of the project. Contractor is not responsible for damage to its work by other parties or normal wear and tear. The Contractor warrants that the work (a) conforms to the requirements of this Agreement, (b) was performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (c) was performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (d) consists of new unused materials to the extent the materials are provided by Contractor, (e) is fit for the particular purposes or

uses contemplated by this Agreement, (f) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.

- h. If within 1 year after the date of final payment by the District any portion of the work (including materials and workmanship) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction.
- i. If there are any issues during the warranty period, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction.
- j. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects, defects that are concealed and/or not disclosed due to fraud, or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.

2. The duties, obligations, and responsibilities of the District are as follows:

- a. Provide Contractor with access to all structures and work areas without delay.
- b. Provide Contractor with stabilized access (two wheel drive accessible only) to work areas.
- c. Provide traffic control, if applicable, such that Contractor's access to work areas is not impeded and/or limited.
- d. District acknowledges that any delays beyond Contractor's direct control will be subject to an hourly charge for each unit on site.
- e. District acknowledges that any weekend and/or night work may be subject to increased rates.
- f. District acknowledges that any unforeseen and/or abnormal pipeline or site conditions will be subject to renegotiation without penalty to Contractor.

3. All decisions concerning compliance with the terms of this contract and operations under this contract are specifically delegated and assigned to the District Manager or designee.

The point-person for Contractor shall be Brandon Duncan, Business Development Manager, who shall report progress and relay any questions to the District Manager.

4. Subject to the approval of the District Manager, the Contractor shall:
 - a. Be responsible solely for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District Manager.
 - b. Not use subcontractors for any portion of the scope of services detailed in Section IV above unless approved by the District Manager.
 - c. Ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.
 - d. Enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Harmony community and any other customers/party associated with the Harmony project are knowledgeable of the Project and the Services that the Contractor is performing.
 - e. Develop, implement, and maintain a safety program or its operations on the Project. The safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintain equipment safety features, and safety record keeping.
 - f. Be available for an inspection (walk-thru) with the District Manager or the Manager's designee during regular working hours after duties set forth above are completed by the Contractor. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions taken as soon as practicable after the walk-thru is completed.
 - g. Be responsible for immediately notifying the District through the District Manager of any/all issues, damage, and/or decline directly related to the Contractor's scope of work.
 - h. Report to the District Manager or designee.

5. Additional duties may be specified by the District Manager or designee.

SECTION V: COMPENSATION

1. The District agrees to compensate the Contractor for services at the rates below with a total fee for all services detailed in Section IV not to exceed thirty four thousand dollars (\$34,000.00):

Description	OUM	Rate
21400: TV Truck Hourly Rate	HR	\$ 210.00
21500: VAC Truck Hourly Rate	HR	\$ 260.00
22001/22002: Set Plug	EA	\$ 550.00
22010/22011: Remove Plug	EA	\$ 350.00
22020: Plug Rental – 12”x 24” Diameter	Per Week	\$ 385.00
22021: Plug Rental – 15” x 30” Diameter	Per Week	\$ 450.00
22022: Plug Rental – 24” x 48” Diameter	EA	\$ 850.00
25011: Pump and Pump Accessory Rental	Per Week	\$1,250.00
25012: Consumables FLEX TUBE	LS	\$ 350.00
25004: Water Meter Acquisition	EA	\$ 350.00
25005: Offsite Disposal Fee	EA	\$ 650.00

2. Any compensation for additional duties for specifically referenced in Section IV above shall be paid only upon the written authorization of the District Manager and, if required by Board Policy, upon Board approval.

SECTION VI: TERM

This Agreement shall commence upon execution by both Parties hereto and shall continue until the duties of the Contractor set forth above are performed to the satisfaction of the District. Contractor agrees to commence duties described in Section IV on January 24, 2022 and complete said duties on or before February 24, 2022.

SECTION VII: LIQUIDATED DAMAGES

In the event that the Contractor has not completed all pipeline cleaning and inspection services on or before February 24, 2022, the Parties agree that damages would not be quantifiable.

Consequently, Contractor agrees to pay to the District a per diem rate of \$250.00 in liquidated damages in the event the pipeline cleaning and inspection services described in Section IV above are not completed, excluding delays caused by inclement weather, by February 24, 2022. The Parties agree that this amount is reasonable and will be subtracted from the total amount set forth in Section V above.

SECTION VIII: CONTRACTUAL RELATIONSHIP

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees.
2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.
3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.
4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

SECTION IX: INSURANCE

The Contractor shall maintain throughout the term of this Agreement the following insurance:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:

- (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
- (ii) The District shall be named as additional insured.
- c. Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or disease.
- d. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- e. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION X: INDEMNIFICATION

1. The Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

SECTION XI: AUTHORIZATION

The execution of this Agreement has been authorized duly by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION XII: ASSIGNMENT OF CONTRACT

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.
2. Any attempted assignment or delegation by Contractor shall be, void wholly, and ineffective totally, for all purposes, unless made in the conformity with this section.

SECTION XIII: WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

SECTION XIV: TERMINATION

The performance of services may be terminated in whole or in part by the District Manager in accordance with this provision and may be revised by the Board. Should the District Manager terminate the contract after Contractor has begun work and/or purchased materials, the District shall pay the contractor for all work performed by Contractor prior to termination pro-rata at the contract price.

SECTION XV: MODIFICATIONS AND RECORDINGS

This Agreement can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

SECTION XVI: PAYMENT FOR SERVICES PROCEDURE

1. The Contractor shall deliver to the District Manager an Application for Payment in such form and with such detail as the District Manager requires.
2. The District Manager on behalf of the District shall pay the Contractor its Fixed Fee plus additional fees in connection with Work Authorizations, if any.

3. The District through its Manager reserves the right to require itemized documentation to verify the amount owed as prescribed in the Application for Payment. If documentation is required to verify the Contractor's Application for Payment, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month in which both the Application for Payment and the itemized documentation are received by the District through its Manager.

4. Any change orders are discouraged and subject to approval by the District Manager or the District Board as set forth in the District Procurement Policy.

SECTION XVII: ADJUSTMENT OF SERVICES

1. The District reserves the right to reduce any portion of the Contractor's Scope of Services, or amend any work Authorization, as agreed upon by this Agreement.

2. In such event that an adjustment is deemed necessary, the District shall be entitled to a fee reduction proportionate to the negotiated Fixed Fee determined within this agreement.

3. Should the District reduce the scope of the Contractor's Scope of Services or amend a work Authorization after Contractor has begun work, the District shall pay the contractor for all work performed by Contractor prior to reduction pro-rata at the contract price.

SECTION XVIII: E-VERIFY

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the agreement for the services specified in this Agreement. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of

Understanding (MOU) and an affidavit that Contractor and its subcontractors do not employ unauthorized aliens to the District Manager within five (5) business days of execution of this Agreement.

SECTION XIX: ADVERTISING

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.

2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.

3. This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

SECTION XX: WAIVER

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION XXI: FINAL PAYMENT

1. The Contractor's acceptance of the final payment under this Agreement, or the acceptance of the final payment upon early termination hereof, shall constitute a full and complete release of the District and District Manager from any and all claims of the Contractor.

2. The claims upon which the District is released includes, but may not be limited by, any demands and causes of action whatsoever which the contractor may have against the District in any way related to the subject matter of this Agreement.

3. Upon receipt of final payment from the District Manager, the Contractor shall, as a condition precedent to receipt of final payment, submit to the District a fully and properly executed general Release.

4. Neither the District's or District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.

5. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the services furnished, or agreed upon, pursuant to this Agreement.

SECTION XXII: ENFORCEMENT OF AGREEMENT

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION XXIII: MISCELLANEOUS PROVISIONS

1. This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the parties.

2. The rights and remedies of the District provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices, required to be given under this Agreement, shall deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District
ATTN: District Manager
313 Campus Street
Celebration, Florida 34747

Young Qualls, P.A.
ATTN: Timothy R. Qualls
216 South Monroe Street
Tallahassee, Florida 32301

Atlantic Pipe Services, LLC
ATTN: Brandon Dungan, Business
Development Manager
1420 Martin Luther King Jr. Boulevard
Sanford, Florida 32773

THIS SPACE IS INTENTIONALLY LEFT BLANK. SEE FOLLOWING PAGE FOR EXECUTION BY THE PARTIES.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:




ATLANTIC PIPE SERVICES, LLC
Printed Name: Brandon Duncan
Title: Business Development Manager
Date: 01/13/2022

ATTEST:



Teresa Kramer
HARMONY COMMUNITY
DEVELOPMENT DISTRICT
Printed Name: Teresa Kramer
Title: Chair
Date: 01/13/2022

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its December 16, 2021 Regular Meeting.

COPY



THE ESTATES - NEIGHBORHOOD E
DRAINAGE MAINTENANCE PROGRAM
 HARMONY COMMUNITY DEVELOPMENT DISTRICT
 OSCEOLA COUNTY, FLORIDA



Regisatus
 Regisatus Engineering LLC
 2017 Regisatus Ct. Suite 205
 Winter Springs, Florida 32788
 Tel: 407-555-1000

State of Florida
 Department of Transportation
 Office of Planning and Research
 1111 North West 17th Avenue
 Miami, Florida 33136
 Date: 08/27/2018
 Scale: 1" = 100'

PROJECT NO.:
 SHEET NO.:
 DATE:

EXHIBIT

1

Attachment "G"

Billy's Trail
Topographic Survey

Topographic Survey
Map of Billy's Trail
[[separate cover](#)]

Attachment "H"

Cherry Hill Rear Yard
Swale Repairs
Grading Plan

Cherry Hill Swale
Grading Repair Plans
[[separate cover](#)]

Attachment "I"

Maintenance of Cattails
within Stormwater
Ponds

Cattails Research

On 1/10/22, Pegasus staff spoke with David Eunice (SJRWMD). He stated that SJRWMD considers cattails as a nuisance / invasive plant species. They don't offer any guidance on removal. They allow for both physical plant removal and spray treatment (herbicide). They ask for a maintenance plan to be submitted for approval that includes removal details.

On 1/10/22, Pegasus staff spoke with Catherine Bowman (Bowman and Blair Ecology and Design, Inc). Ms. Bowman stated that cattails are a native plant species that provides good wildlife habitat and water quality benefits. She stated that the spread of cattails can be a concern, particularly in shallow water bodies. She also stated that it is best to have a diversity of native plant species around the perimeter of the pond / shoreline. She recommended Bill Snively (Aquatic Weed Management, 863-412-1919) as a reputable company for pond plant management and good source of information. Ms. Bowman also recommended potentially contacting Steffan Pierre (SFWMD, spierre@sfwmd.gov or 407-858-6100 x 3838) concerning pond maintenance information.

On 1/12/22, Pegasus staff spoke with Keith Brown (SFWMD, St. Cloud Office, 321-246-0900 (cell)). He stated that SFWMD follows the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) and Florida Fish and Wildlife Commission (FWC) guidance with regards to invasive / native plant species and guidance. The cattail is a native plant species. In general, the district is in favor of the plants unless they begin to take over the whole water body. Then, they recommend taking out sections of the cattails only. Mr. Brown recommended contacting the UF/IFAS for additional information. Mr. Brown also stated that a good contact person at FWC regarding invasive plant management is Ed Harris.

On 1/14/22, Pegasus staff spoke with Lisa Prather (SFWMD, Section Leader 407-858-6100 x 3818). She stated that the district is ok with Harmony removing or spraying cattails in their stormwater ponds and this would be considered performing maintenance. Further, she stated that no paperwork submittals are required to the district as it is considered routine maintenance. They do not make recommendations on spray versus physical removal but they accept both methods of cattail treatment.

UF/IFAS Osceola County – Central 321-697-3044

On 1/14/22, Pegasus staff received an email from Hannah Wooten (UF / IFAS Extension Agent, Commercial Horticulture). In summary, she stated that cattails are native and do provide plenty of benefits, but the concern of cattail spread is a valid one. She has asked Dr. Stephen Enloe and Dr. Lyn Gettys to provide further information. She also provide a list of Aquatic Pesticide Applicators in Osceola County. Refer to the email attachment for the email correspondence with the UF / IFAS including Hannah Wooten, Dr. Stephen Enloe, and Dr. Lyn Gettys.

Beth Whikehart

From: Enloe,Stephen <sfenloe@ufl.edu>
Sent: Wednesday, January 19, 2022 8:09 AM
To: Lyn Gettys; Wooten,Hannah F; Beth Whikehart
Subject: Re: Cattails

Good morning all, Dr Gettys and Company have hit the high points. I will add that the most selective herbicide recommendation for Cattail control is imazamox, also known as Clearcast and some generics. When applied at 32 ounces per acre with a methylated seed oil adjuvant at 32 oz per acre will provide excellent Cattail control. This treatment is very slow to work based upon the physiology of the plant and the herbicide mode of action. We tend to see excellent selectivity and recovery of many Native species following treatment of dense mono specific stands of cattails. Please let me know if you have any more questions. Regards, Stephen

Sent from my Verizon LG Smartphone

----- Original message-----

From: Lyn Gettys
Date: Tue, Jan 18, 2022 9:13 AM
To: Wooten,Hannah F;Beth Whikehart;Enloe,Stephen;
Cc:
Subject:RE: Cattails

Howdy Hannah and Beth,

Yep, cattails are tough... If you have a new infestation, it may be possible to get rid of them by digging – but if you have more than a few, that'll be pretty much impossible. Cutting them off above the waterline won't do anything long-term, they'll just regrow. Cutting them off below the water line may help, but to be effective the plant crown would need to be under at least a foot of water (for the record, that's a guesstimate based on what I've seen in some of our work). Herbicides can help but even that's a challenge because herbicides don't readily translocate below the waterline. The most effective products are glyphosate, imazamox and imazapyr but all carry the risk of causing off-target damage to desirable plants. You can get around that with glyphosate by being very careful when applying – so avoid getting any spray on desirable plants (it has no in-water activity). Imazamox does have in-water activity so any product that gets into the water column may cause off-target damage. Imazapyr doesn't have in-water activity but it is soil-active – meaning it can move through the soil to plants outside the treated area. Imazapyr also has extremely long irrigation restrictions – you can't use treated water for irrigation for up to 120 days after treatment – so I'd avoid using it if at all possible.

Hope that helps... I wish I had better recommendations but cattails are a challenge. Good luck, take care and have a great day

Lyn Gettys, PhD – lgettys@ufl.edu
Associate Professor of Agronomy
Aquatic and Wetland Plant Science Extension Specialist
University of Florida IFAS FLREC
3205 College Ave., Davie FL 33314
Office 954-577-6331

From: Wooten,Hannah F
Sent: Friday, January 14, 2022 4:26 PM
To: Beth Whikehart <beth@pegasusengineering.net>; Enloe,Stephen <sfenloe@ufl.edu>; Lyn Gettys <lgettys@ufl.edu>
Subject: Re: Cattails

Hi Beth,

Thanks for the details! It sounds like this is a large area with some complexities. While cattails are native plants with plenty of benefits, the concerns you share are valid. Fortunately, we have some amazing specialists that I am going to connect you with, Dr. Stephen Enloe, and Dr. Lyn Gettys.

Regarding management, see the attached spreadsheet which is a list of Aquatic Pesticide Applicators in Osceola County.

Dr. Enlow and Dr. Gettys, can you please provide some guidance regarding cattail management?

Here is a hefty quality resource about aquatic plant management for your perusal: <https://edis.ifas.ufl.edu/publication/FA163>

Thank you!

Hannah

Hannah Wooten

Extension Agent, Commercial Horticulture

UF/IFAS Extension Orange County

6021 S. Conway Rd., Orlando, FL 32812

407-254-9200

hwooten@ufl.edu

hannah.wooten@ocfl.net

<http://solutionsforyourlife.ufl.edu>

From: Beth Whikehart <beth@pegasusengineering.net>

Sent: Thursday, January 13, 2022 4:49 PM

To: Wooten,Hannah F <hwooten@ufl.edu>

Subject: RE: Cattails

[External Email]

Hi Hannah,

As the district engineering firm for the Harmony Community Development District (CDD), we have been tasked with finding out more information about cattails, how to maintain them, etc. The stormwater ponds throughout the golf course have cattails and the concern is that they may take over the ponds reducing treatment volume and “choke” the ponds. Are cattails considered a nuisance species? Does IFAS recommend maintaining the cattails? If so, do you have guidance for how to maintain the cattails around the pond and have a list of companies that provide this service? And any other general information regarding cattails? For example, is it better to remove the cattails physically? or treat with herbicide?

Any guidance and information that you can provide will be helpful.

Thanks for reaching out.

Beth Whikehart, P.E., CFM

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, FL 32708
407.992.9160 office
407.920.9834 cell
beth@pegasusengineering.net



From: Wooten,Hannah F <hwooten@ufl.edu>
Sent: Thursday, January 13, 2022 4:34 PM
To: Beth Whikehart <beth@pegasusengineering.net>
Subject: Cattails

Hi Beth,

Thanks for reaching out to UF/IFAS Extension for more information about cattails. My colleague in Osceola County shared your information. Can you tell me about your issues or questions? I look forward to hearing from you!

Thanks!

Hannah

Hannah Wooten
Extension Agent, Commercial Horticulture
UF/IFAS Extension Orange County
6021 S. Conway Rd., Orlando, FL 32812
407-254-9200
hwooten@ufl.edu
hannah.wooten@ocfl.net
<http://solutionsforyourlife.ufl.edu>

7Aia.

**ADDENDUM TO AGREEMENT
Ecological Consulting Services**

Harmony Community Development District
Conservation Areas Monitoring
U. S. 192, Osceola County, Florida

Prepared For:

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708

5 January 2022
B&B Project No. 210139
Doc./ 210139-Pegasus.Harmony_MOA-010522.doc

This Agreement sets forth the terms under which **Bowman and Blair Ecology and Design, Inc.** (Bowman and Blair) will provide ecological consulting services to **Pegasus Engineering, LLC** (Client), Client's responsibilities, and compensation for professional services.

PROJECT DESCRIPTION

The Harmony Community Development District (Harmony CDD) owned areas currently include ten conservation easement areas (wetlands) based on the Pegasus Engineering's 18 November 2021 Exhibit 1 (attached). The earlier monitoring events included upland and wetland conservation areas which are not currently controlled by the Harmony CDD, such that one previously monitored wetland transect remains in Harmony CDD ownership. To document changing conditions within the ten wetlands under Harmony CDD control and provide regular reports to the South Florida Water Management District (SFWMD) as required by Permit No. 49-01058-P/SFWMD Application No. 991227-13, a new monitoring plan (1.3 through 2.5 below) will be used in tracking the condition of these Harmony CDD wetlands. In addition to documenting the general hydrologic and vegetative communities conditions within the wetlands and their upland buffers, monitoring will focus on addressing the cover of invasive non-native species.

1.0 SCOPE OF SERVICES

Tasks and deliverables will include:

- 1.1 Preliminary online research and review the current management plan to obtain information regarding history of the permitting, mitigation areas, and treatment protocols for the documented invasive non-native species. (COMPLETED)
- 1.2 Meet with Harmony representative to conduct an initial site review to see the conservation areas which will need to be monitored, including reviewing areas of invasive exotic cover that will need to be addressed. (COMPLETED)
- 1.3 Conduct a site visit to establish multiple photo and qualitative monitoring locations, in lieu of occasional monitoring transects, as determined from the preliminary site assessment. See attached map of proposed monitoring locations. Note: Specific monitoring and photo points will be flagged in the field and located with GPS at spots that offer best views of areas with invasive species to be treated, with consideration for locations accessible from common areas.
- 1.4 Monitoring is proposed to include photos taken facing cardinal directions from one or more permanent, field-marked locations within each of the ten Harmony CDD wetlands. At each point, the vegetative community conditions will be qualitatively assessed, documented, and the information compiled for each annual monitoring report.
- 1.5 Coordinate with vegetation management contractor such that the dates and types of management can be included in the monitoring report.

1.6 Prepare a monitoring report for submission to the SFWMD.

1.7 Coordinate with the District compliance staff regarding the schedule of monitoring and reporting.

2.0 Annual Monitoring 2023-2026

2.1 Collect field data from established monitoring locations including vegetative communities' conditions, changes, and photos from each location.

2.2 Prepare and submit Annual Monitoring Report to SFWMD.

2.3 Quarterly consultation with vegetation management staff and/or contractor on treatments and progress

2.4 Conduct a site visit 6 months following the submission of each report to observe treatment progress and any changes in vegetative communities. Additional information gathered will be included in the annual monitoring report.

2.5 Participate in two on-site meetings with SFWMD and/or Harmony CDD staff annually.

3.0 PAYMENT TERMS

3.1 Compensation for services shall be as follows and shall be invoiced **semi-annually** following the mid-year assessment and the annual monitoring/reporting, respectively.

Research and Site Assessment

(Section 1.1-1.2): **completed**

Set up monitoring transects and conduct new baseline monitoring/reporting

(Sections 1.3 -1.7) **\$6,690.00**

Annual Monitoring 2023-2026

(Sections 2.1-2.5) **1 Year \$5,050.00**

4 Year Total \$20,200

The following hourly rates are used to develop fees for Sections 1.3 – 1.7 under this agreement and additional services.

Senior Scientist/Project Manager: \$70/Hour

GIS/CAD/Field Assistant: \$60.00/Hour

4.0 ADDITIONAL SERVICES

Additional meetings or site visits in excess of those covered in sections 1.0 and 2.0.

5.0 OWNERSHIP OF DOCUMENTS

5.1 Bowman and Blair shall furnish electronic files of the deliverables required by the Scope of Services to the Client and which will become the property of the Client. Backup documents (field notes, internal calculations, and drafts, etc.) will be retained in the files of Bowman and Blair.

6.0 CLIENT'S RESPONSIBILITIES

6.1 The Client will make provisions for Bowman and Blair staff to enter upon the properties as required for performing services.

6.2 The Client will confer with the Bowman and Blair before issuing interpretation or clarification of the Bowman and Blair's work and assume responsibility for any such action taken without clarification.

6.3 The Client will provide all necessary documentation, information or contacts which are necessary to complete the scope of services. Any delay in correspondence on behalf of the Client or third parties which are necessary to complete the services may result in delay of deliverables.

7.0 GENERAL

7.1 The services performed by the Bowman and Blair shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the ecological services consulting profession in the same locale and acting under similar circumstances and conditions. Bowman and Blair shall perform its services as expeditiously as is consistent with such professional skill and care. Except as set forth herein, Bowman and Blair makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by Bowman and Blair to the Client.

7.2 This Agreement shall be binding upon the parties and their executors, administrators, personal representatives, heirs, successors, and assigns. This Agreement shall be considered to and governed by the laws of the State of Florida.

7.3 Bowman and Blair shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of Bowman and Blair.

7.4 The services will be performed on behalf of and solely for the exclusive use of Client, Owner and

t h e i r successor or assigns.

8.0 INSURANCE

Bowman and Blair agrees to the following insurance requirements.

8.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

8.2 Automobile Liability Insurance in the amount of \$1,000,000 for hired and non-owned vehicles.

8.3 Professional Liability Insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

8.4 Workers compensation in the amount of \$1,000,000

By the act of signing, the principals below affirm their authority to do so.

Authority for:

BOWMAN AND BLAIR ECOLOGY AND DESIGN, INC.

Catherine L. Bowman

Catherine L. Bowman, President

and

PEGASUS ENGINEERING, LLC

5 January 2022

Date

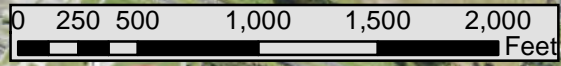
Date

COPY



Legend

- Harmony Jurisdictional Wetlands
- ☁ Potential Monitoring Locations



1 inch = 800 feet

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



7Aib.

This Instrument Prepared By and Return To:
 Right-of-Way Department/Amy Powell
 Florida Gas Transmission Company
 2405 Lucien Way, Suite 200
 Maitland, Florida 32751

Project No.: 21-217
 Tract No.: FLMEA-OSCE-101, FLMEB-OSCE-141

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002, and, **HARMONY CDD, C/O INFRAMARK** (Owner), whose address is 313 Campus Street, Celebration, Florida 34747.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of that certain Easement Grant dated January 1, 1959, and recorded in Book 35, Page 13, Official Records, Osceola County; and that certain Pipeline Easement dated October 29, 1993, and recorded in Book 1162, Page 230, Official Records, Osceola County; and that Modification and Amendment of Easement Grant dated July 7, 1996, and recorded in Book 1339, Page 375, Official Records, Osceola County, Florida (collectively, "Easement Agreement"), covering lands located in, among others, Sections 29 and 32, Township 26 South, Range 32 East, Official Records, Osceola County, Florida as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a twenty-inch and thirty-inch (20" & 30") natural gas pipelines and related surface and subsurface appurtenances, ("Pipeline Facilities"), across and through the Lands; and

WHEREAS, OWNER is the present owner of that portion of the Lands described in **Exhibit "B"** attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

WHEREAS, OWNER seeks consent to install a recycled concrete aggregate lane over the existing dirt road, as well as a post and rail fence situated on each side of same road. Road and fences will be within and across FGT's seventy-five foot (75') easement ("Easement Area") and the Pipeline Facilities as depicted on **Exhibit "C"** attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, OWNER has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

WHEREAS, OWNER has requested written consent from FGT to install, construct, maintain, use, operate, repair, replace and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

WHEREAS, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and OWNER agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to OWNER to install, construct, maintain, use, operate, repair, replace and enjoy the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. OWNER hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with

the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. OWNER shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. OWNER shall at all times conduct all activities on the Easement Area in such a manner as not to unreasonably interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in the past, present or future, in any manner whatsoever.

D. Except as to the Encroachment, OWNER shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities other than the Encroachment, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. OWNER understands and agrees that FGT may not have the authority to grant OWNER permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that OWNER will obtain permission for the Encroachment from the underlying fee owner of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. OWNER agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of OWNER.

3. Owner agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment, or from the operation, maintenance, use or presence of FGT's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of FGT or its employees.

In addition, Owner agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement.

4. Owner shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, Owner shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, Owner hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. Owner acknowledges that future FGT operations on the Pipeline Facilities or the construction of homes or buildings in the vicinity of the Pipeline Facilities may necessitate that FGT have temporary construction easements to conduct the operations within the Easement Area or to upgrade the existing Pipeline Facilities in accordance with federal regulations. OWNER agrees to provide FGT with temporary construction easements for additional workspace necessary to complete the operation or to upgrade the Pipeline Facilities and at no cost to FGT.

7. Owner acknowledges that the construction of homes or buildings in the vicinity of the Pipeline Facilities may require FGT to upgrade the existing pipeline in accordance with federal regulations. Owner agrees to provide FGT with temporary construction easements for additional workspace necessary to complete the upgrade and at no cost to FGT.

8. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

9. It is expressly agreed to by and between FGT and Owner that if Owner is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days notice to the Owner; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, Owner cures such violation. Owner expressly agrees that if FGT terminates its consent to the Encroachment based upon Owner's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, Owner will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and Owner shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if Owner fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of Owner and without any liability whatsoever. If such violation by Owner constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. Owner agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

10. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

11. OWNER and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

12. This instrument and the covenants and agreements herein contained shall extend to and be binding upon Owner and the heirs, executors, personal representatives, successors and assigns of Owner and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

WITNESSES:

Name: _____

Name: _____

**“FGT”
FLORIDA GAS TRANSMISSION
COMPANY, LLC**

By _____
**DAVID SHELLHOUSE
VICE PRESIDENT**

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

(SEAL)

Notary Public
Name (Printed): Amy Powell
My Commission Expires 5/6/23

WITNESSES:

Name: _____

Name: _____

“OWNER”

HARMONY CDD, C/O INFRAMARK

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name (Printed): _____

My Commission Expires: _____

EXHIBIT "A"**Attached to and made a part of that certain
ENCROACHMENT AGREEMENT****Dated _____, 2022****By and between****FLORIDA GAS TRANSMISSION COMPANY, LLC
and HARMONY CDD, C/O INFRAMARK****ENGINEERING AND CONSTRUCTION SPECIFICATIONS**

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between FGT and OWNER. Any encroachment consented to by FGT shall not interfere with the operation, maintenance, and access of FGT's pipeline facilities, including but not limited to, close interval surveys; leak detection surveys; pipeline patrol, pipeline marking and similar activities.
2. OWNER shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, OWNER must call appropriate ONE CALL for a locate by calling 811. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the OWNER if the OWNER's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in OWNER's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.
3. Existing ground elevation is to be maintained.
4. For vehicles and/or construction equipment requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.
5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.
6. Upon completion of paragraph 1, sidewalks, trails and bike paths may cross FGT's pipelines at a ninety degree (90°) angle provided the width does not exceed forty-eight inches (48").
7. When crossing an FGT pipeline (via drill or open lay) OWNER must visually verify the elevation of the pipeline both vertically and horizontally, by an FGT approved method such as vacuum excavation with an FGT field representative on-site at all times during this operation. When using directional drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required across the entire easement.
8. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.
9. Where consent for fiber optic, telephone and/or cable television lines has been granted, lines must be placed in a rigid non-metallic conduit across the entire easement width with bags of concrete-mix placed directly above and below the conduit across the confines of the easement. Orange warning burial tape must be placed a minimum of 18" directly above the cable across the width of the easement. Crossings must be clearly and permanently marked on each side of the easement with permanent identification.
10. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.

11. Where consent for fencing has been granted, the OWNER must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by FGT management. Any such fence shall be constructed and maintained by OWNER in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the easement area. FGT's access to its pipeline facilities shall be maintained by OWNER. If the gate is locked with OWNER's lock, OWNER shall provide FGT with keys or allow a FGT lock to enable access.
12. No retention ponds, ditches or swales shall be allowed within the easement area.
13. No roto-mixing or vibrating machinery is allowed within the easement area.
14. When conducting pile driving operations, OWNER shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.
15. Excavations that expose the FGT pipeline must follow OSHA standards. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.
16. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris.
17. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT management prior to allowing any more than the twenty feet (20') of exposed pipe.
18. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).
19. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.
20. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.
21. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.
22. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays.
23. The OWNER shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity.
24. Where consent for landscaping has been granted, OWNER shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.
25. These Engineering and Construction Specifications may address activities on the easement area for which FGT has not granted consent to OWNER to include as part of the encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to the encroachment as described and limited by the Encroachment Agreement to which this Exhibit is attached.

EXHIBIT "B"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated _____, 2022

By and between

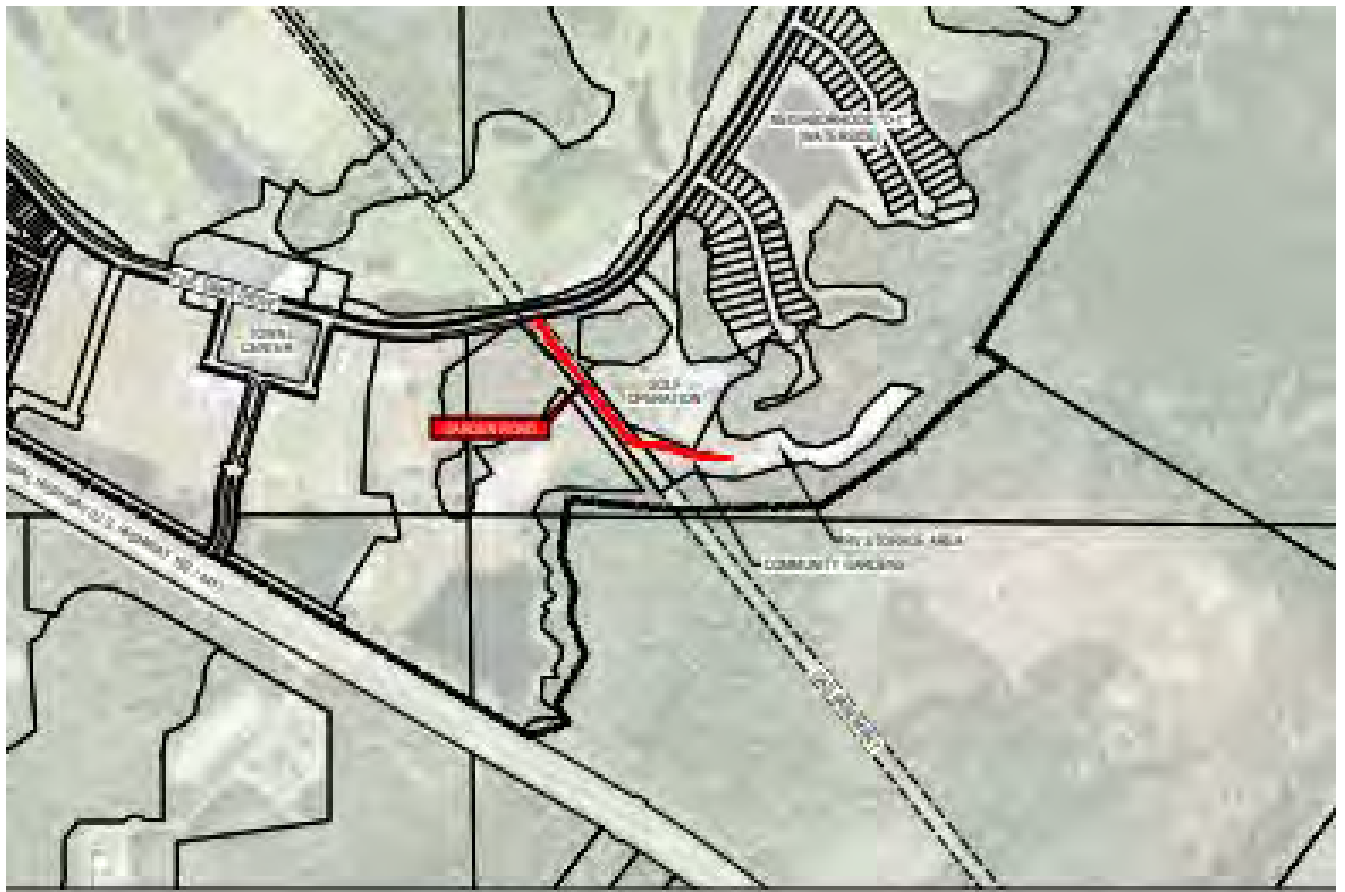
FLORIDA GAS TRANSMISSION COMPANY, LLC
and **HARMONY CDD, C/O INFRAMARK**

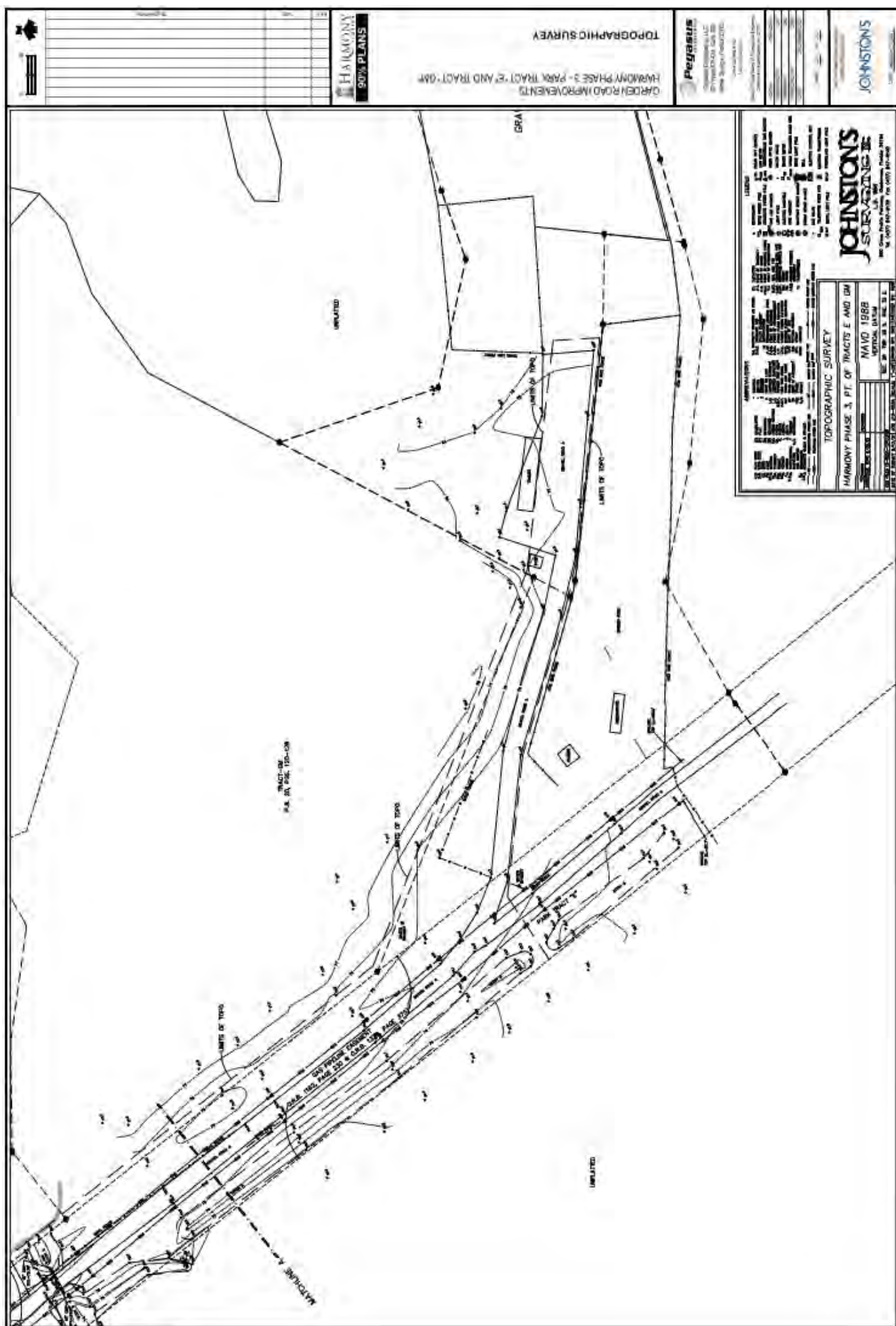
DESCRIPTION OF THE OWNED PREMISES

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST

HARMONY PHASE 3 - PARK TRACT "E" => PARCEL 30-26-32-3117-000P-00E0
HARMONY PHASE 3 - TRACT "GM" => PARCEL 30-26-32-3117-0001-0GM0

PARK TRACT "E" AND A PORTION OF TRACT-GM DESCRIBED AS "HOA PARCEL" IN OFFICIAL RECORDS BOOK 5294, PAGE 1323, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND BEING A PART OF HARMONY PHASE THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGES 120-128 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. CONTAINING 7.198 ACRES, MORE OR LESS.





7B

7Bi.

**Harmony Community Development District
January 2022 General Counsel Report**

- I. Atlantic Pipe Services Contract (Stormwater Pipe Cleaning and Inspection - **DONE**)
- II. Contract with Johnson's Survey for Billy's Trail – [**Pegasus Engineering Handling Survey**]
- III. Bee & Bee Tree Services Contract (Tree Trimming)– **DONE**
- IV. Estate Management Services Contract (Hydrilla Mitigation) - **DONE**

7C

7Ci.

Field Report provided by Brett Perez

1. Tree Trimming Project – Bee and Bee is good with the contract language, I emailed on 1/18 and 1/20 requesting a signed contract. We will need to amend the start date to February 1.
2. UMaxx Purchase- Advantage Golf Carts ordered the utility cart, I emailed on 1/19 requesting an update on the order. I have not received a response yet.
3. Tree Inventory- This was tabled for the time being. Bee and Bee can provide this based off the pricing reviewed at the last meeting.
4. Swim Club Pool Sewer Line Repair- We received the COI and W-9 from the vendor. The W-9 needs to indicate if the vendor is an LLC, Vincent is reaching out to Tom Parrish Plumbing for this. He is also scheduling the repair.
5. Tow Boat Repairs- I received a text on 1/20 stating the floor is in and fiberglass is next. Please see the below pictures.



