

#### HARMONY COMMUNITY DEVELOPMENT DISTRICT

#### NOVEMBER 17, 2022 AGENDA PACKAGE

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

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

Call-in: **929-205-6099** Meeting ID: **4276669233**# Access Code: **4276669233** ("Harmony CDD")







#### **Harmony Community Development District**

#### **Board Members:**

Teresa Kramer, Chair Daniel Leet, Vice-Chair Kerul Kassel. **Assistant Secretary** 

Jo Phillips, Supervisor Dane Short, Supervisor



#### **Staff Members:**

Angel Montagna, District Manager District Manager Sean Israel, Michael Eckert. District Counsel David Hamstra, District Engineer Brett Perez, Area Field Director

#### **Meeting Order of Business** Thursday, November 17, 2022 - 6:00 pm

1.	Call to Order and Roll Call	
2.	<b>Audience Comments</b> (Limited to a Maximum of 3 Minutes)	
3.	Contractor Reports	
	A. Servello	
	i. Plant Renderings for Ashley Pool	Page 5
	ii. Servello #7312, Sod at 3308 Cat Brier	Page 8
	iii. Servello #7313, Sod for Clay Brick Road	Page 11
	iv. Servello #7311, Irrigation Maintenance (Zone 14)	_
4.	Staff Reports	
	A. Field Manager Report	Page 18
	B. Proposals	_
	i. Global Turf #16747, Hauler	Page 53
	ii. Global Turf, #16746, Haulers	Page 55
	iii. Advantage Golf Cars Inc #85569	Page 57
	iv. Advantage Golf Cars Inc. #85568	_
	v. WescoTurf #14439, Hauler	Page 61
	C. District Engineer Report	_
	i. Estates Drainage	
	D. District Counsel Report	
	i. Memo to District Regarding Surplus Property	Page 65
	ii. Meeting Videos on a Third-Party Website	
	iii. ROW Mowing Responsibility	Page 78
	iv. Use of Private Emails	Page 81
	E. District Manager Report	Page 85
	i. RV Lot Closure	Page 88
	ii. Discussion of Deed Of Dedication	Page 90
5.	Consent Agenda	_
	A. Minutes for October 27, 2022, Regular Meeting	
	B. October 2022 Financial Statements	
	C. October 2022 General Ledger Detail	
_	D. #270 Invoices and Check Register (Invoices Available Upon Request)	Page 130
	New Business Matters	
7.		- 101
	A. Informational Signs	-
	B. Discussion of Donation of Royal Poinciana Tree	Page 154
	C. Proposal for Removal of Concrete Pads Around Oak Tree	
_	(Pocket Park in Primrose Willow-Beargrass-Schoolhouse Alley Triangle)	Page 157
8.	•	
9.	Adjournment	
	The next meeting is scheduled for Thursday, December 15, 2022	

**District Office:** 

313 Campus Street Celebration FL 34747 407-566-1935 www.harmonycdd.org

**Meeting Location:** 3285 Songbird Circle St. Cloud, FL 34773

via Zoom: https://zoom.us/j/4276669233 via Phone: 929-205-6099, ID 4276669233



### **Section 3**

# **Contractor's Reports**



# **Subsection 3A**

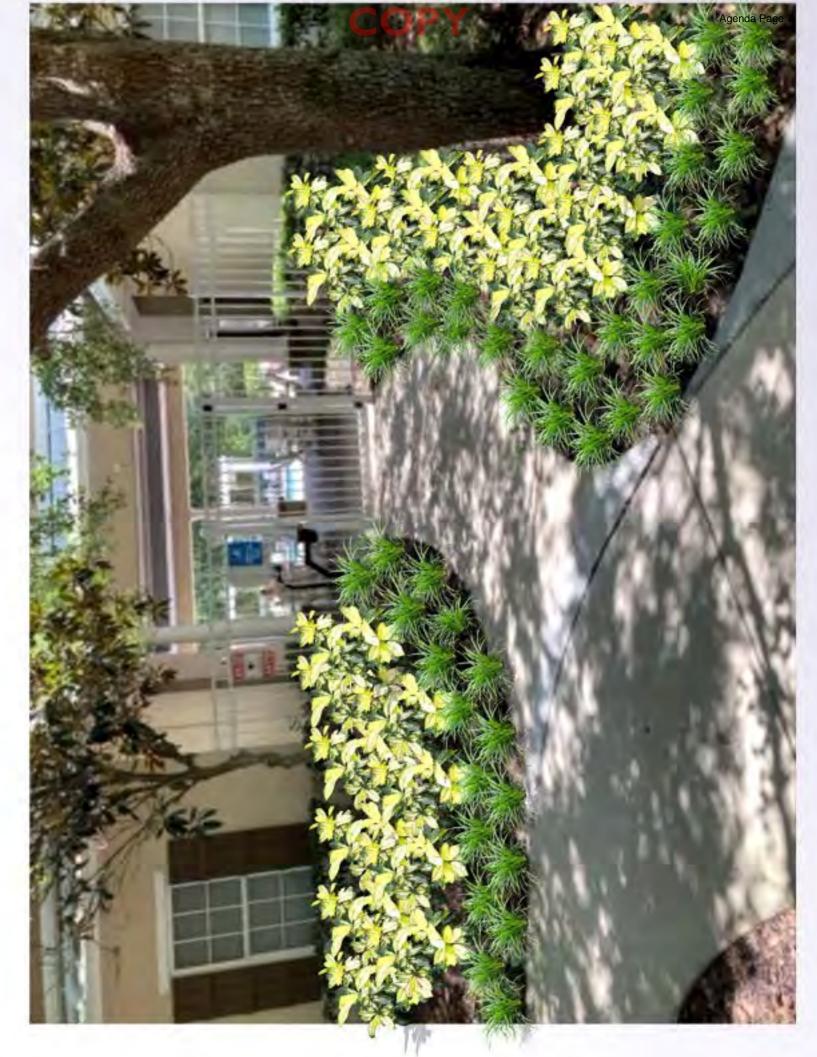
### Servello



### **Subsection 3Ai**

# Plant Renderings for Ashley Pool







# **Subsection 3Aii**

# Servello #7312





**Servello**261 Springview Commerce Drive DeBary, FL 32713

386-753-1106

**Proposal** 

Date	Proposal #
11/08/2022	7312

Submitted	То

#### **Harmony CDD**

Telephone 386-753-1100

Fax

Brett Perez 210 North University Drive Suite 702 Coral Springs, FL 33071

Harmony CDD 7360 Five Oaks Dr. Harmony, FL 34773

#### Scope

We propose to furnish the following scope of work to complete Harmony CDD.

	Sod		
Install new sod in front of residence at 3308 Cat Bri	er.		
<b>Description</b> St Augustine Floratam Strip & Lay	<b>Quantity</b> 800.00	<b>Unit</b> 1sF	<b>Price</b> 1,488.00
Irrigation NTE	1.00	ea	151.20
Fuel Surcharge	1.00	ea	40.98
	Subtotal Sod		1,680.18
	<b>Project Total</b>		\$1,680.18



Harmony CDD

Proposal # 7312	Project Total	\$1,680.18
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#### **Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrofic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: Scottie Feliciano	11/8/2022	Accepted:	
Servello & Son, Inc.	Date	Harmony CDD	Date

The above prices, specifications and conditions are accepted. **Not valid after 30 days.** Full payment is due upon completion. **All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.** 



# **Subsection 3Aiii**

# Servello #7313





261 Springview Commerce Drive DeBary, FL 32713 Telephone 386-753-1100 386-753-1106

**Proposal** 

Date	Proposal #
11/08/2022	7313

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#### **Harmony CDD**

Fax

Brett Perez 210 North University Drive Suite 702 Coral Springs, FL 33071

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Harmony CDD 7360 Five Oaks Dr. Harmony, FL 34773

#### Scope

We propose to furnish the following scope of work to complete Harmony CDD.

	Sod		
Install new sod along Clay Brick area.			
<b>Description</b> St Augustine Floratam Strip & Lay	<b>Quantity</b> 3,600.00	<b>Unit</b> 1sF	<b>Price</b> 6,336.00
Irrigation NTE	1.00	ea	950.00
Fuel Surcharge	1.00	ea	182.15
	Subtotal Sod		7,468.15
	Project Total		\$7,468.15



Harmony CDD

<b>Proposal # 7313</b>	Project Total	\$7,468.15
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#### **Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrofic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

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Servello & Son, Inc.	Date	Harmony CDD	Date

The above prices, specifications and conditions are accepted. **Not valid after 30 days.** Full payment is due upon completion. **All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.** 



# **Subsection 3Aiv**

# Servello #7311





**Proposal** 

Date	Proposal #	
11/08/2022	7311	

261 Springview Commerce Drive DeBary, FL 32713 Telephone 386-753-1100 Fax 386-753-1106

			Т	

#### **Harmony CDD**

Brett Perez 210 North University Drive Suite 702 Coral Springs, FL 33071 Project

Harmony CDD 7360 Five Oaks Dr. Harmony, FL 34773

#### Scope

We propose to furnish the following scope of work to complete Harmony CDD.

#### **Irrigation Maintenance**

Location: Clock 2

Track and locate valve for zone 14 and install node for watering of new sod at Clay Brick area.

<b>Description</b> Irrigation NTE to track and locate for installation of node	<b>Quantity</b> 1.00	<b>Unit</b> ea	<b>Price</b> 722.00
Subtotal Irrigation	Subtotal Irrigation Maintenance		722.00

<b>Project Total</b>	\$722.00
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Harmony CDD

Proposal # 7311	Project Total	\$722.00
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#### **Terms & Conditions**

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrofic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: Scottie Feliciano	11/8/2022	Accepted:	
Servello & Son, Inc.	Date	Harmony CDD	Date

The above prices, specifications and conditions are accepted. **Not valid after 30 days.** Full payment is due upon completion. **All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.** 



# **Subsection 4**

# **Staff Reports**



### **Subsection 4A**

# Field Manager Report



### **NOVEMBER 2022 FIELD INSPECTION**

**Harmony CDD** 

Friday, November 4, 2022

**Prepared For Board Supervisors** 

56 Items Identified





**Item 1 - West Entrance Median** 

The Fire Crackers are burned and need attention.



**Item 2 - West Entrance Median**A ssigned To Servello

Tall grass that needs to be mowed





**Item 3 - West Entrance Median** 

The Palm tree looks dried and need attention.



**Item 4 - West Entrance Median** 

Assigned To Servello

Weeds growing between mulched area.





# Item 5 - West Entrance Sign / Right Side

Assigned To Servello

Tallest grass behind the Harmony sign, need attention asap.



# Item 6 - West Entrance / Right Side

Assigned To Servello

Throughout the west entrance trees, have weeds growing between mulched areas and sidewalk panels, needs attention.





# Item 7 - West Entrance Sign / Left Side

Assigned To Servello

Bushes are on the way to be burned, needs attention.



# Item 8 - West Entrance Sign / Left Side

Assigned To Servello

Tallest weeds growing between the mulched areas and Fire ants mounds behind the Harmony Sign, left side.





Item 9 - US-192 Left Side Fence

Tallest weeds that need to be mowed asap between the fence.



Item 10 - US-192 Median
Assigned To Servello
The median need attention.





Item 11 - US-192 Right Side Fence

Palmettos need attention; Leaves are burned.



Item 12 - US-192 Right Side Fence

Assigned To Servello

Tallest weeds are growing between the fence.





**Item 13 - US-192 Right Side Fence**Assigned To Servello

Palmetto's needs attention.



**Item 14 - East Entrance Median**Assigned To Servello
Empty spots.





**Item 15 - East Entrance Median** 

Flowers are dying and weeds growing between the concrete curve.



**Item 16 - East Entrance Median**Assigned To Servello
Empty spot.





**Item 17 - East Entrance Median** 

Plants needs attention.



**Item 18 - Garden Rod Entrance**Assigned To Servello
Bushes needs attention.





Item 19 - Tunnel Bridge /
Townhomes
Assigned To Servello
Plants needs attention.



Item 20 - Cat Brier Tr. Park
Assigned To Servello
The grass are burned.





Item 21 - Butterfly Dr.

The tree needs to be trimmed up.



Item 22 - Schoolhouse Rd.
Assigned To Servello
Bushes needs attention.





Item 23 - Schoolhouse Rd
Assigned To Servello
The bushes needs attention.



Item 24 - Ashley Pool
Assigned To Servello
Empty spots and dead plant.





**Item 25 - Ashley Pool**Assigned To Servello
Empty spot.



**Item 26 - Ashley Pool**Assigned To Servello

The trees branches needs to be trimmed up, is touching the Pergola.





Item 27 - Ashley Pool

The tree branches needs to be trimmed up. Is touching the canopy screen.



**Item 28 - Ashley Pool**Assigned To Servello

The tree branches needs to be trimmed up, is touching the roof.





Item 29 - Swim Club
Assigned To Inframark
Fence need to be painted.



Item 30 - Swim Club
Assigned To Servello
The tree branches needs to be
trimmed up, is touching the pergola.





Item 31 - Swim Club

The tree branches need to be trimmed up, the leaf are flying to the pool water.



Item 32 - Swim Club
Assigned To Servello
Empty spots.





Item 33 - Buck Lakeshore /
Splashpad
Assigned To Servello
Garden needs attention.



Item 34 - Buck lakeshore Pavillion
Assigned To Servello
The tree branches needs to be

trimmed up.





**Item 35 - Buck Lakeshore Pavillion** 

The tree branches needs to be trimmed up.



Item 36 - Cupseed Ln
Assigned To Servello
Dead tree, proposal submitted.





Item 37 - Buck lakeshore Parking

Bushes needs pruning.



**Item 38 - West Entrance**Assigned To Servello
The bushes need pruning.





**Item 39 - Primrose Willow Dr.**Assigned To Servello
The palm tree needs attention.



Item 40 - Dog Park / Primrose Willow Dr.

Bushes need to be trimmed up.





Item 41 - Dog Park / Primrose Willow Dr.

Assigned To Inframark

The water spigot needs to be replaced, dripping water.



Item 42 - Primrose Willow Dr / Dog Park

Assigned To Servello

The bushes throughout the trail needs to be trimmed up.





Item 43 - Cupseed Ln

Second dead tree with submitted proposal.



**Item 44 - Swim Club Signs** 

Assigned To Inframark

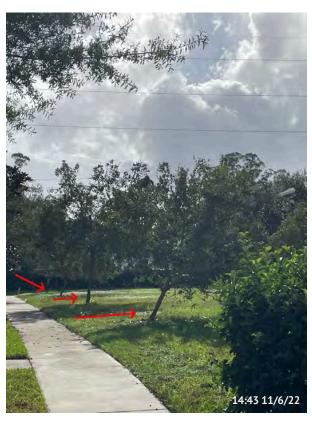
A couple signs needs to be replaced, which are in bad shape. Estimate requested.





Item 45 - Little Blue Ln (6820/6810

The bushes needs the trimming completed.



Item 46 - 6820 Little Blue Ln

Assigned To Servello

Trees needs attention, almost falling down.





Item 47 - 6806 Little Blue Ln

The tree needs attention, almost falling down.



**Item 48 - Behind Fence US-192** 

Assigned To Servello

Bushes need attention and tall grass behind fence west side US-192





Item 49 - Behind Fence US-192 West Side

A Pine tree removal and replacement proposal needs to be submitted and the branches in the floor needs to be picked up.



Item 50 - 6807 Habitat Dr.

Assigned To Servello

Bushes on CDD Property needs to be trimmed.





Item 51 - West Five Oaks Dr.

Bushes need to be trimmed.



Item 52 - Clay Brick Rd. (Townhomes)

Assigned To Servello / Inframark

The wall needs to be pressure washed and the trees need attention, some tree branches in the floor that needs to be picked up.





Item 53 - Clay Brick Rd.

Dead tree branches on the floor, needs to be picked up and the area needs attention.



Item 54 - Clay Brick Rd. Bridge Tunnel

Assigned To Servello

Plants needs to be trimmed up.





Item 55 - Town Square / Left Side
Assigned To Inframark
Sidewalk needs to be pressure
washed.



Item 56 - Central Fence US-192
Assigned To Inframark
Fences need repairs.





## **Harmony CDD Meeting Field Report – November 2022**

## Sidewalk Grinding Completed:

1. Five Oaks Dr. / Golf Course: 5 Panels

6910 Beargrass Rd: 3 Panels
 6914 Beargrass Rd: 2 Panels
 3306 Beargrass Rd: 3 Panels
 Central Five Oaks Dr: 2 Panels

## Pressure Washing Completed:

- 1. Dog Park Benches Floor Squares
- 2. US-192 Fence (West Side) On Process
- 3. Cat Brier Tr. Bench
- 4. Buck Lakeshore Park Splashpad Area
- 5. Cat Brier Park Floor Squares

## Staff Tasks Completed:

- 1. Swim Club Heater Fixed by Symbiont Services.
- 2. 3322 Cat Brier Tr. Pothole Repaired by Osceola County Road & Bridge.
- 3. Buck Lakeshore Men's Restroom Painted.
- 4. Roundabout Transit Pole Painted
- 5. Harmony Sign Pool (Schoolhouse Rd) Painted
- 6. Dirt road in front of the office leveling with the tractor.
- 7. Cupseed Ln. Alleyway Pothole Repaired by the Field Services.
- 8. Illegal debris pile on Parcel U Picked up by the Field Services.
- 9. Bass Boat Seats Replaced.

## • Office Notes:

- 1. 16 ID Access cards worked in November.
- 2. Emails Received and handled was 145.
- 3. Calls Received and handled more than 82, in the days that I was available working.
- 4. Text messages received and handled 25, Texts in the days that I was available working.





### **Harmony CDD Meeting Field Report – November 2022**

## • Completed Projects:

- 1. Splashpad water pump still in back order, info. Original pump delivered had a cracked housing. Followed up with Andrew from Spies.
- 2. 4M&J Electric Services, contract signed, and repairs was set up by calendar for start the week of November 14 to 18, 2022.
- 3. Swim Club Pool Heater repaired by Symbiont Services Corp, refrigerant added, and a 40 amp contact from the well water pomp was replaced, and heater working.
- 4. Main Streets drainages and Harmony Estates Storm Drainage was maintained (Cleaned up).
- 5. Harmony Signs Estimates, three (3) vendors contacted: AwesomeHOAsigns, Fastsigns and Sign-Partnes.com.
- 6. Harmony CDD Hurricane Nicole Prep (11/09/2022)
  - a. Purchased new ropes and anchor stakes for trailered boat and fleet to be secured in storm
- 7. Landscape RFP Scope and Ad were finalized, proposals will be presented at the December meeting along with a Board Summary

## • Pending Projects:

- 1. Heavenly Cooling and Heating signed the District's agreement. Repair scheduling is hinging on the 50% of deposit to start with the exhaust fan replacement.
- 2. Educational Signs Templates received and working to get estimates to have best quotes of the designs.
- 3. AAA Courts was contacted multiple times since October meeting, no response to date
- 4. IFAS update- Mr. Strickland's number was shared, staff will be reaching out the week of 11/14 to schedule a visit
- 5. Reached out to the County, answering service kept disconnecting the call. We will continue to reach out after the storm.
- 6. Servello was contacted about warranty sod in the Lakes and Clay Brick. Servello to update Clay Brick at the meeting, feel that not their responsibility to replace due to controller being on private property without access
- 7. Warranty reimbursement from Kissimmee Motorsports will be completed the week of 10/14.
- 8. ProXD Motor- Briggs has set Harmony up as a customer, we are awaiting the quote for the engine replacement





## Harmony CDD Previous Month Site Audit Follow-Up – November 2022

- Item 1: Non-Completed, action needed.
- Item 2: Completed, no action needed
- Item 3: Non-Completed, action needed.
- Item 4: Non-Completed, action needed.
- Item 5: Non-Complete, action needed.
- Item 6: Non-Completed, action needed.
- Item 7: Non-Completed, action needed.
- Item 8: Non-Completed, action needed.
- Item 9: Non-Completed, action needed.
- Item 10: Completed, no action needed.
- Item 11: Non-Completed, action needed.
- Item 12: Non-Completed, action needed.
- Item 13: Non-Completed, action needed.
- Item 14: Non-Completed, action needed.
- Item 15: Non-Completed, action needed.
- Item 16: Non-Completed, action needed.
- Item 17: Non-Completed, action needed.
- Item 18: Non-Completed, action needed.
- Item 19: Non-Completed, action needed.
- Item 20: Non-Completed, action needed.
- Item 21: Non-Completed, action needed.
- Item 22: Non-Completed, action needed.
- Item 23: Non-Completed, action needed.
- Item 24: Non-Completed, action needed.
- Item 25: Non-Completed, action needed.
- Item 26: Non-Completed, action needed.
- Item 27: Non-Completed, action needed.
- Item 28: Non-Completed, action needed.
- Item 29: Non-Completed, action needed.
- Item 30: Non-Completed, action needed.
- Item 31: Non-Completed, action needed.
- Item 32: Non-Completed, action needed.
- Item 33: Non-Completed, action needed.
- Item 55. Non-Completed, action needed.
- Item 34: Non-Completed, action needed.
- Item 35: Non-Completed, action needed.
- Item 36: Non-Completed, action needed.
- Item 37: Non-Completed, action needed.
- Item 38: Non-Completed, action needed.
- Item 39: Non-Completed, action needed.
- Item 40: Non-Completed, action needed.
- Item 41: Non-Completed, action needed.





## Harmony CDD Previous Month Site Audit Follow-Up – November 2022

- Item 42: Non-Completed, action needed.
- Item 43: Non-Completed, action needed.
- Item 44: Estimates requested from a vendor Fastsing.
- Item 45: Non-Completed, action needed.
- Item 46: Non-Completed, action needed.
- Item 47: Non-Completed, action needed.
- Item 48: Non-Completed, action needed.
- Item 49: Non-Completed, action needed.
- Item 50: Non-Completed, action needed.
- Item 51: Non-Completed, action needed.
- Item 52: Non-Completed, action needed.
- Item 53: Non-Completed, action needed.
- Item 54: Non-Completed, action needed.
- Item 55: Non-Completed, action needed.
- Item 56: Non-Completed, action needed.



# **Subsection 4B**

# Hauler Proposals



# **Subsection 4Bi**

# Global Turf #16747

PAGE: 1

GLOBAL TURF EQUIPMENT SALES & RENTALS PHONE #:

11644 Uradco Place

San Antonio, FL 33576 US Phone #: (352)588-3092 CELL#: **(813)784-1162** 

ALT. #:

P.O.#:

DATE: **10/27/2022** 

ORDER #: 16747

CUSTOMER #: 105234

CP: ErinH

TERMS: Cash LOCATION: 1

SALES TYPE: Quote STATUS: Active

BILL TO 105234

BRETT PEREZ 102 LAUREL TREE WAY BRANDON, FL 33511 US SHIP TO

BRETT PEREZ 102 LAUREL TREE WAY BRANDON, FL 33511 US

MFR PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CUSH657068	Hauler 1200 Gasoline (EFI)	1	\$12,918.30	\$12,918.30	\$12,918.30

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: \$12,918.30

TAX:

\$825.10

ORDER TOTAL:

\$13,743.40



# **Subsection 4Bii**

# Global Turf #16746



PAGE: 1

GLOBAL TURF EQUIPMENT SALES & RENTALS PHONE #:

DATE: 10/27/2022

11644 Uradco Place San Antonio, FL 33576 US CELL #: (813)784-1162

ORDER #: 16746

Phone #: (352)588-3092

ALT. #: P.O.#:

CUSTOMER #: 105234 CP: ErinH

TERMS: Cash

LOCATION: 1

SALES TYPE: Quote

STATUS: Active

**BILL TO 105234** 

SHIP TO

**BRETT PEREZ** 102 LAUREL TREE WAY **BRETT PEREZ** 

BRANDON, FL 33511 US

102 LAUREL TREE WAY BRANDON, FL 33511 US

MFR PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CUSHG10505	Cushman Hauler 800X Gas; Plastic Bed, Brushguard	1	\$5,995.00	\$5,995.00	\$5,995.00
**** HRS	Hours: Year:2018	1	\$.00	\$.00	\$0.00
CUSHG10502	Cushman Hauler 800X Gas; Plastic Bed, Brushguard	1	\$5,995.00	\$5,995.00	\$5,995.00
**** HRS	Hours: Year:2018	1	\$.00	\$.00	\$0.00
	WINDSHIELD AND CANOPY NOT INCLUDED				

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

> **SUBTOTAL:** \$11,990.00

> > TAX:

\$819.40

ORDER TOTAL:

\$12,809.40

Authorized Bv:	
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# **Subsection 4Biii**

# Advantage Golf Cars #85569



# Advantage Golf Cars Inc.

BILL TO:

407-433-0515

2049 W. Landstreet Rd.

www.AdvantageGolfCars.com

EZGO Club Car

**Authorized Dealer** 

SHIP TO:

CO-JA

10/27/2022

**Car Quotation** 

YAMAHA

Orlando, FL 32809

Ph # 407-440-2804

FAX

Date	Quote #
10/27/2022	85569

Quote

Harmony CDD 7360 Five Oaks DR Harmony FL 34773			Harmony CDI 7360 Five Oa Harmony, FL	ks DR	
Brett Perez	brett.perez@inframark.com	n	Quoted By:	Promised	Serial # 1

Qty	Description	U/M	Cost	Total
1	2022 Club Car Onward 2 Passenger 48V. Includes: Canopy Top, Strut Kit, Premium Black and Gray Seats, Mercury Tires, and Fold Down Windshield. Color Option: Metallic Blue Onyx.		9,988.00	9,988.00T
1	Steel Cargo Box *** Does not include heavy duty leaf springs		688.00	688.00T
4 6	State of Florida Tire Waste Fee State of Florida Battery Waste Fee		1.00 1.50	4.00T 9.00T
1	Delivery Charge **All calls not canceled with a 24hr notice are subject to a \$50 cancellation fee		150.00	150.00T
1	2-Year Limited Warranty (Refer to Owners Manual)		0.00	0.00T

INVOICE POLICY

Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a \$30.00 fee. Maximum Credit Card purchase is \$5,000.00, with balance by cash, wire transfer, or check.

Subtotal	\$10,839.00
Sales Tax (6.5%)	\$704.54
Total	\$11,543.54

	vs or while supplie	oval, please sign and return

PRINT:	SIGN:	DATE:	



# **Subsection 4Biv**

# Advantage Golf Cars #85568



# Advantage Golf Cars Inc.





2049 W. Landstreet Rd. Orlando, FL 32809



**Authorized Dealer** 

Date Quote # 10/27/2022 85568

Ph # 407-440-2804

www. Advantage Golf Cars.com

BILL TO: SHIP TO:

Harmony CDD 7360 Five Oaks DR Harmony FL 34773		Harmony CD 7360 Five Oa Harmony, FL	aks DR	
Brett Perez	brett.perez@inframark.con	Quoted By:	Promised	Serial # 1
# 407-433-0515	FAX	CO-JA	10/27/2022	Quote

Qty	Description	U/M	Cost	Total
1	2022 E-Z-Go RXV Freedom Elite 2.2 with Lithium Batteries. Includes: Canopy Top and Fold Down Windshield. Standard Stone Beige Seats. Standard Color: Patriot Blue.		11,688.00	11,688.00T
1 4	Steel Cargo Box *** Does not include heavy duty leaf springs		688.00 1.00	688.00T 4.00T
1	Delivery Charge **All calls not canceled with a 24hr notice are subject to a \$50 cancellation fee		150.00	150.00T
1	2-Year Limited Warranty (Refer to Owners Manual) 5-Year Limited Warranty (Refer to Owners Manual) Lithium Battery System - Battery pack, battery management system, battery charger and charger receptacle		0.00 0.00	0.00T 0.00T
		<u> </u>		

INVOICE POLICY

Terms are COD without an established NET-10/30 Account. Past Due Invoices are subject to a 1.5% Monthly Finance Charge, Legal and Collection Fees. All Returns/Cancellations are subject to a 10% restocking fee. Returned checks are assessed a \$30.00 fee. Maximum Credit Card purchase is \$5,000.00, with balance by cash, wire transfer, or check.

Subtotal	\$12,530.00
Sales Tax (6.5%)	\$814.45
Total	\$13,344.45

This Quotation is valid for 30-Da		please sign and return.

PRINT:	SIGN:	DATE:
--------	-------	-------



# **Subsection 4Bv**

# Westco Turf #14439





**Brett Brett Perez** 

Inframark Management Services

Dear Brett Brett Perez,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

# Tanner Fleming

Commercial Sports Fields & Grounds Territory Manager (941) 993-7947, tanner.fleming@wescoturf.com





2101 Cantu Court, Sarasota FL 34232 300 Technology Park, Lake Mary FL 32746 7037-37 Commonwealth Avenue, Jacksonville FL 32220

Prepared For: Bill To: **TBD** Ship To: **TBD** 

Brett Brett Perez Inframark Management Services

#### Special Considerations: Account setup required upon acceptance of this quote.

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
Units		0744217	T W I CTVI'S LINE	440 200 00	64.C EOE OC	646 505 06
1	1	07413LT	Toro Workman GTX Lifted Lithium	\$19,286.00	\$16,585.96	\$16,585.96
	1	07047	Bench Seat (2017+)	\$933.00	\$802.38	\$802.38
	1	07046	Workman GTX Cargo Bed Kit	\$1,228.00	\$1,056.08	\$1,056.08
	1	07921	Workman GTX 2-Person Canopy	\$929.00	\$798.94	\$798.94
	1	07923	Folding Windshield for Canopy	\$403.00	\$346.58	\$346.58
			Total			\$19,589.94

Total	Qty	Model No.	Description	MSRP Each	Price Each	<b>Extended Price</b>
Units						
1	1	07410	Toro Workman GTX Electric	\$14,319.00	\$12,314.34	\$12,314.34
	1	07047	Bench Seat (2017+)	\$933.00	\$802.38	\$802.38
	1	07046	Workman GTX Cargo Bed Kit	\$1,228.00	\$1,056.08	\$1,056.08
	1	07921	Workman GTX 2-Person Canopy	\$929.00	\$798.94	\$798.94
	1	07923	Folding Windshield for Canopy	\$403.00	\$346.58	\$346.58
			Total			\$15,318.32

 Terms:
 Net 30

 Equipment Total
 \$34,908.26

 Sales Tax
 TBD

 Totals:
 \$34,908.26

Q-11439

Date: November 1, 2022 Expires: November 16, 2022

#### Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to tanner.fleming@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed:			
Name:			
Date:			

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

# Tanner Fleming

Commercial Sports Fields & Grounds Territory Manager (941) 993-7947, tanner.fleming@wescoturf.com



# **Subsection 4D**

# District Counsel Report



# **Subsection 4Di**

# Surplus Property





## **MEMORANDUM**

TO: Harmony CDD Board of Supervisors

FROM: Michael C. Eckert

DATE: November 1, 2022

RE: Proper Use of Surplus Property Resolutions

## **Summary**

The purpose of this memorandum is to provide the District guidance on when to use the Surplus Property Resolutions (attached hereto as Exhibits A, B, and C). Property may be classified as surplus if the District determines the property is obsolete or the continued use of the property is uneconomical or inefficient, or the property does not serve a useful function. Florida law provides Districts with two avenues for the disposal of surplus property – a procedure for offering the property to governmental units and nonprofits according to s. 274.05; and another, alternative procedure that is laid out in s. 274.06. The procedure for disposal under s. 274.05 is the same regardless of the surplus property's value (unlike s. 274.06, where the procedure changes if the surplus property is valued at \$5,000.00 or more). If the District does not want to follow the procedure outlined in s. 274.05, it must utilize s. 274.06, which has a different procedure for property valued under \$5,000.00 than it does for property that is valued at \$5,000.00 or more. Thus, the District must use one of three (3) resolutions (attached hereto as Exhibits A, B, and C) when disposing of surplus property.

## Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.05

The District may want to use this Resolution if it wants to offer the surplus property for sale or donation to governmental units or nonprofit agencies. The District can use this Resolution to dispose of the surplus property if it has considered (i) the best interests of the District; (ii) the condition and value of the property; and (iii) the probability that the buyer or donee will want the property. The procedure is as



follows: first, the surplus property must be offered to other governmental units within the county or District (such as schools) for sale or donation or to private 273.01 nonprofit agencies for sale or donation. *See* F.S. 273.01 for the definition of a 273.01 nonprofit:

"private nonprofit agency" means a nonprofit charitable organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, which has been held to be tax-exempt under the provisions of s. 501 of the Internal Revenue Code of 1954, and which has as its principal mission:

- (a) Public health and welfare;
- (b) Education;
- (c) Environmental restoration and conservation;
- (d) Civil and human rights; or
- (e) The relief of human suffering and poverty.

Next, if the surplus property is offered for sale to these two entities and no bid has been received in a reasonable time, the District may then offer the surplus property to other governmental units outside the county or District or to any other private nonprofit agency, as long as the offer discloses the value and condition of the property, the best bid is accepted, and the cost of shipping or transference of the property is paid by the buyer or donee. If the District chooses to use s. 274.05 to dispose of surplus property, the District should use the resolution attached hereto as **Exhibit A.** 

If the District fails to succeed in the sale or donation of the surplus property following s. 274.05, it can follow the procedure laid out in s. 274.06, as described below. However, the District is not required to use s. 274.05 prior to using the alternative procedure found in s. 274.06.

## Authorizing Disposition of Surplus Tangible Personal Property Pursuant To F.S. § 274.06

The District may elect to use this alternative procedure using its reasonable discretion, but still must consider the best interests of the District. The District has more potential buyers or donees utilizing s. 274.06: the surplus property may be offered for value (e.g., sold) to any person, the state (without bids), a governmental unit, or to any political subdivision as defined in s.1.01 (e.g., counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state).

Surplus Property Valued at Less Than \$5,000.00



If the surplus property is valued at less than \$5,000.00, it may be disposed of in the most efficient and cost-effective means as determined by the District. If the surplus property is determined by the District to be without commercial value, it may be donated (to whomever the District desires), destroyed, or abandoned (one way the District may determine the surplus property to be without commercial value is if no sale or donation could be accomplished by following the procedure in s. 274.05). There is no hard and fast rule for how the District may determine the commercial property to be without value. If the District has surplus property valued at less than \$5,000.00 and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit B.** 

## Surplus Property Valued at \$5,000.00 or More

Surplus property valued at \$5,000.00 or more must only be sold to either (1) the highest responsible bidder; or (2) by public auction. The publication of notice required must be not less than one (1) week or more than (2) weeks prior to sale in a newspaper that has a general circulation in the county or District where the District has its official office. It must be published in additional newspapers if the District determines that such would be in the best interests of the District (i.e., the District's interests would be served by additional notices, provided that nothing would require the sheriff of a county to advertise the sale of miscellaneous items that are valued at less than \$5,000.00). If the District has surplus property valued at \$5,000.00 or more and wishes to use s. 274.06 for its disposal, the District should use the resolution attached hereto as **Exhibit C.** 



# Exhibit A

## RESOLUTION 20\_\_-\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.05; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harmony Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS,** as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* ("Governmental Unit"); and

WHEREAS, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached Exhibit A ("Surplus Property"); and

WHEREAS, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS,** the District has considered the best interests of the District, the value and condition of the Surplus Property, and the probability of the Surplus Property's being desired by prospective donees or purchasers; and

WHEREAS, the District desires to dispose of the Surplus Property for sale or donation to another Governmental Unit within the county or District or to a private nonprofit agency as defined in Section 273.01(3), and if the Surplus Property is offered for sale and no acceptable bid is received within a reasonable time, to offer the Surplus Property to a Governmental Unit outside the county or District or to another private nonprofit agency for sale or donation; and

WHEREAS, the District has disclosed in its offer the value and condition of the Surplus Property, accepted the best bid if the Surplus Property was disposed of by sale, acknowledged the cost of transfer of the Surplus Property will be met by the Purchaser or Receiver; and

**WHEREAS,** the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.



# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

- **SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.
- SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby directs and authorizes Staff to dispose of the Surplus Property by giving for value or donating it either to another Governmental Unit within the county or District or to a private nonprofit agency as defined in Section 273.01(3), Florida Statutes; or, if no acceptable bid is received within a reasonable time, Staff may dispose of the Surplus Property by giving for value or donating it to a Governmental Unit outside the county or District or other private nonprofit agency. Staff will accept the best bid for the Surplus Property if it is disposed of by sale, and the Purchaser or Receiver will be responsible for the cost of transfer of the Surplus Property. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.
- **SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- **SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this	_ day of, 20
ATTEST:	HARMONY COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors



# Exhibit A

**List of the Property** 



## Exhibit B

## RESOLUTION 20\_\_-\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO F.S. § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

## [FOR PROPERTY VALUED AT LESS THAN \$5,000.00]

WHEREAS, the Harmony Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS,** as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* ("Governmental Unit"); and

WHEREAS, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached Exhibit A ("Surplus Property"); and

WHEREAS, the District desires to classify the Property as surplus tangible personal property, and to determine that the Property is obsolete and that continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS,** the District has considered the best interests of the District, and the value and condition of the Property, and

WHEREAS, the District desires to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

**WHEREAS,** the District believes that disposing of the Property in this fashion is the most efficient and cost-effective means of disposing of the Property; and

**WHEREAS,** the District has estimated the value of the respective pieces of Property to be less than Five Thousand Dollars (\$5,000.00), or without commercial value; and



**WHEREAS,** the District believes that it is in its best interests to dispose of the Property in this fashion.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT:

- **SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.
- **SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Property as surplus tangible personal property, and hereby determines that the continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function.
- **SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Property separately to the extent it is in the best interest of the District.
- **SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- **SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this	day of _	, 20
ATTEST:		HARMONY COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary		Chairperson, Board of Supervisors



#### Exhibit A

**List of the Property** 



#### Exhibit C

#### RESOLUTION 20\_\_-\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY PURSUANT TO § 274.06; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

#### [FOR PROPERTY VALUED AT \$5,000.00 OR MORE]

WHEREAS, the Harmony Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS,** as such, the District is a governmental unit within the meaning of Chapter 274, *Florida Statutes* ("Governmental Unit"); and

WHEREAS, the District has purchased and owns certain furniture, equipment, and/or other personal property as listed in more detail in the attached Exhibit A ("Surplus Property"); and

WHEREAS, the District desires to classify the Surplus Property as surplus tangible personal property, and to determine that the Surplus Property is obsolete and that continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS,** the District has considered the best interests of the District, and the value and condition of the Surplus Property; and

**WHEREAS**, the District desires to dispose of the Surplus Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*; and

**WHEREAS,** the District has estimated the value of the respective pieces of Surplus Property to be Five Thousand Dollars (\$5,000.00) or more; and

**WHEREAS,** the District believes that it is in its best interests to dispose of the Surplus Property in this fashion.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT:



- **SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.
- **SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Surplus Property as surplus tangible personal property, and hereby determines that the continued use of the Surplus Property is uneconomical, inefficient to maintain, and/or serves no useful function.
- **SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Surplus Property for value to the highest responsible bidder, or by public auction, after publication of notice prior to the sale pursuant to Section 274.06, *Florida Statutes*. Staff may dispose of the respective pieces of Surplus Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Surplus Property separately to the extent it is in the best interest of the District.
- **SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- **SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this	day of, 20
ATTEST:	HARMONY COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors



#### Exhibit A

**List of the Property** 



## **Subsection 4Diii**

# ROW Mowing Responsibility



 From:
 Eckert, Michael C.

 To:
 Montagna, Angel

 Cc:
 Haber, Wesley S.

Subject: Harmony CDD - responsibility for mowing from lot line to street curb

Date: Tuesday, November 1, 2022 9:33:51 AM

#### Angel,

The Board has asked us to research whether there is any obligation on behalf of the homeowner to mow the grass or trim the tree roots between a residential lot line and the street curb ("Road Verge"). Our opinion is set forth below.

- 1. If the CDD owns the Road Verge, the CDD has the legal authority to mow the grass and trim the tree roots in the Road Verge.
- 2. The only requirement applicable to the CDD's right to mow the grass is that it must be mowed often enough to remain in compliance with Osceola county code.
- 3. The CDD could choose to mow the grass more often than required by Osceola County Code.
- 4. The Harmony *Residential Properties Declaration of Covenants, Conditions and Restrictions* recorded on October 10, 2002, at Book 2125, Page 2093 et al. in the Official Records of Osceola County, Florida ("HOA Declaration") clearly imposes a duty on the owner of a residential lot to maintain the Road Verge adjacent to the owner's lot.
- 5. Section 3.1 of the HOA Declaration states in pertinent part: "THE CDD AMENITIES MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, OWNERSHIP OF ALL THE ALLEYS AND ALL PROPERTY THAT LIES BETWEEN LOT BOUNDARIES AND THE CURBS OF ANY PUBIC STREET, INCLUDING BUT NOT LIMITED TO SIDEWALKS LOCATED THEREON."
- 6. Section 2.9 of the HOA Declaration defines "CDD Amenities" as basically any real or personal property owned by the CDD.
- 7. Sections 3.1 and 2.9 of the HOA Declaration identified above are worth mentioning, but are not determinative of the issue. These sections are simply consistent with the CDD's status and rights as a landowner.
- 8. Section 5.1 of the HOA Declaration imposes an affirmative duty on an owner of a lot to maintain the Road Verge adjacent to the owner's lot. It states in pertinent part: "Each Owner shall also maintain, mow, irrigate, replace sod, and prune all landscaping lying within the right-of-way of adjacent public streets and alleys between the Unit, Tract, and Lot boundary and the curb or edge of such public street or alley, including, but not limited to any strip lying between the sidewalk and paved roadway, and between the Tract, Lot and Unit boundary and any adjacent easements for pedestrian paths or sidewalks, in a manner consistent with the Community-Wide Standard unless responsibility for maintaining such landscaped areas has been assigned to or assumed by the Association."
- 9. Section 7.2(b) of the HOA Declaration affirms that the obligation to mow and maintain the Road Verge is imposed on the lot owner. It sets forth certain maintenance obligations of the HOA, and carves out any maintenance that has been assigned to the Owners of adjacent Lots or Units pursuant to Section 5.1.

#### 10. In conclusion:

A. The HOA Covenants require the owner of a lot to mow the Road Verge and prune all landscaping in the Road Verge.



- B. The HOA should enforce the maintenance obligation for the Road Verge against the owner of the lot in accordance with the HOA Declaration.
- C. The CDD has the right to maintain the Road Verge by virtue of its ownership of the Road Verge.
- D. The CDD has the obligation to maintain the Road Verge in accordance with Osceola County code.
- E. The owner's duty to mow the grass in the Road Verge in accordance with the community standard imposed by the HOA Declaration likely requires more frequent mowing than is required by the basic requirements of the Osceola County code. As a result, the owner of the lot should be mowing the Road Verge adjacent to the owner's lot before the CDD's duty to mow is triggered.
- F. Because the CDD is the owner of the Road Verge, the CDD should promptly bring to the attention of the HOA any situation in the Road Verge that the CDD becomes aware of, and for which the owner of the lot is responsible for under Section 5.1 of the HOA Declaration, that may potentially cause injury to property or person, for the HOA to then address with the owner of the lot. In the case of a situation that poses an immediate risk of injury to person or property, the CDD should remedy the situation or take steps to warn against the risk until it can be remedied. Doing so will help prevent potential liability of the CDD that may arise by virtue of the simple fact that the CDD owns the Road Verge.

Please contact me with any questions. Thanks.

Mike

#### Michael C. Eckert

Transition Partner

**Kutak Rock LLP** 

P.O. Box 10230 Tallahassee, FL 32302

Michael.Eckert@kutakrock.com

**m:** 850.567.0558

Support provided by

Kim Hancock | Legal Secretary | p: 850.559.5684 | Kim.Hancock@kutakrock.com



## **Subsection 4Div**

# Use of Private Emails



#### RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR BOARD USE OF A DISTRICT EMAIL ADDRESS FOR RECORDS RETENTION; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

- **WHEREAS**, the Harmony Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida;
- **WHEREAS**, Chapter 190, Florida Statutes, provides that the District is governed by a Board of Supervisors (the "Board") and managed by a District Manager;
- **WHEREAS**, pursuant to Chapter 190, Florida Statutes, the District is authorized to adopt resolutions necessary for the conduct of District business; and
- WHEREAS, the District finds that the policy concerning the "Harmony CDD Email Records Retention," as set forth in Exhibit "A" attached hereto and incorporated herein, is necessary in order to provide for the orderly operation, management and protection of the District.
  - NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, OSCEOLA COUNTY, FLORIDA, AS FOLLOWS:
- Section 1. <u>Adoption of Policy</u>. The policy concerning the "Harmony CDD Email Records Retention," as set forth in <u>Exhibit A</u> is hereby ratified, approved and confirmed to provide for the orderly operation and management of the District and is in the best interest of the District.
- Section 2. <u>Incorporation of Recitals</u>. The recitals above are hereby incorporated into this Resolution.
- Section 3. <u>Severability</u>. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or ineffective for any reasons, the remainder of this Resolution shall continue in full force and effective, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.
- Section 4. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.



#### **RESOLUTION NO. 2023-02**

PASSED AND ADOI Development District this	•	pard of Supervisors of the Harmony Community, 2022.
ATTEST:		THE HARMONY COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
		By:
Print: Secretary/Asst. Secreta	ry	Print:Chairman/Vice-Chairman



#### **EXHIBIT A**

### Harmony Community Development District Email Records Retention Policy

It is the desire of the Board of Supervisors (the "Board") of the Harmony Community Development District (the "District") to ease administrative burden and increase efficiency in the event of a public records request.

The District shall provide all members of the Board with Harmony CDD email addresses that shall be used to conduct District business. The purpose of this policy is to lessen the obligations and risks of Board members in the case of a public records request. Board members have a duty to preserve District records and to respond to public records request as required under the Public Records Law, Chapter 119, *Florida Statutes*.

The consistent use of District email addresses by Board members will allow for the efficient and accurate administration by the District of public records requests and for the proper preservation of District records. Sole use of District email addresses by Board members for District business will also alleviate the burden on Board members from filtering through all personal emails when a public records request is received.

The Board hereby requires that all District Board members use a District email address, rather than a personal or business email address, for all District business. In the event an email comes to a personal email address, the Board member shall forward the email to their District email account to respond, and to allow the record to be properly preserved.



## **Subsection 4E**

# District Manager Report



#### DISTRICT MANAGER REPORT/UPDATE

# Sean will be at this meeting as I have a conflict as this is not Harmony's usual meeting date.

- Board approved Brightview proposal for \$21,600.00 to include County trees on Cordgrass,
  Greens and Dark Sky pending a maintenance agreement with Osceola County within 30 days or
  go with Brightview proposal for \$18,810.00 removing County trees on Dark Sky, Greens and
  Cordgrass. Need to see if they will include Feathergrass and Middlebrook as well (Angel/Brett to
  work with County then have Counsel draft the agreement)
- Brett is and will continue to reach out to the County regarding the County owned trees. Once we see if they are amenable to enter into a maintenance agreement or not, we will move forward with Brightview contract. The goal is to have this task complete and fully executed either way before the December meeting.
- RV Lot was discussed
  - o Board voted to close the RV Lot and refund the residents for the pro-rated amounts
    - Close by December 31<sup>st</sup>
    - A letter will be drafted and sent to the residents who currently have leases (Staff will work with Board to get a letter drafted and sent out to all lease holders)
- The letter sent out to the RV lot lessees has gone out. The letter is in the agenda. It went out on the 8<sup>th</sup>.
- All contracts that were to be drafted are as follows:
  - Heavenly Air Complete Deposit is being processed
  - Electrical Complete Scheduling
  - Alley Paving Has been complete by the vendor(David will update the Board on this)
- I continue to monitor with Brett/Vincent regarding withholding monies from Servello for work not rendered
- David will provide an update on the Estates Drainage Concerns
- Sean is looking into Site Development companies regarding relocating the Field Staff building. Hope to have an update for you by December. We need clarification from the Board on the following:



- o construction material or type of building
- o square footage
- o permanent/semi-permanent
- type of foundation
- o do we have a rough budget
- Shop/bays/storage/yard
- Landscape RFP has been advertised
- Sean/Counsel/Teresa will update everyone on the Deed information Teresa sent over.

Thank you - Angel



## **Subsection 4Ei**

# **RV Lot Closure**

### Community Development District

313 Campus Street · Celebration, Florida 34747 · 407-566-1935 www.HarmonyCDD.org

November 8, 2022

**RE:** Harmony RV Storage Area

**Attention Residents:** 

The Board of Supervisors ("Board") for the Harmony Community Development District ("District") has made the difficult decision to close down the RV storage area. The closure will go into effect at the end of the year, and all fees will be refunded on a prorated basis. Please seek alternate arrangements for your storage needs.

The storage lot has been in use for many years, but it turns out that this use was not in accordance with the property's zoning by Osceola County ("County"). This became known to the District after a 2019 expansion was stalled in the permitting process. Since that time, the District has been working with the County in an attempt to bring the operation of the storage lot into compliance with State and County Codes. In short, the existing entry road into the storage lot was found not to be up to Code.

County Code requires that the access road be improved—rebuilt from the ground up—before continued use would be allowed. Our District Engineer has put forward plans that meet the intent of the County Code; however, the cost of these improvements along with other required improvements would cost around \$500,000. It would take at least a decade for the storage lot income to recoup these costs, and the Board is not comfortable burdening all residents with the high initial cost of the improvements. The Engineer did propose a less expensive upgrade plan, but this would not meet the intent of the County Code.

The District will continue to own this land, and aside from the Community Garden, its future use has not yet been determined. It is possible that a cheaper access option will become available in the future when the property to the west of the access road is developed. The Board will reconsider if this happens in the future, but unfortunately, there is no estimate of when that might happen.

The Board apologizes for the inconvenience. We hope that you are able to understand that we did all that was possible in order to continue operating the storage lot.

Thank you on behalf of the Board.

Sincerely,

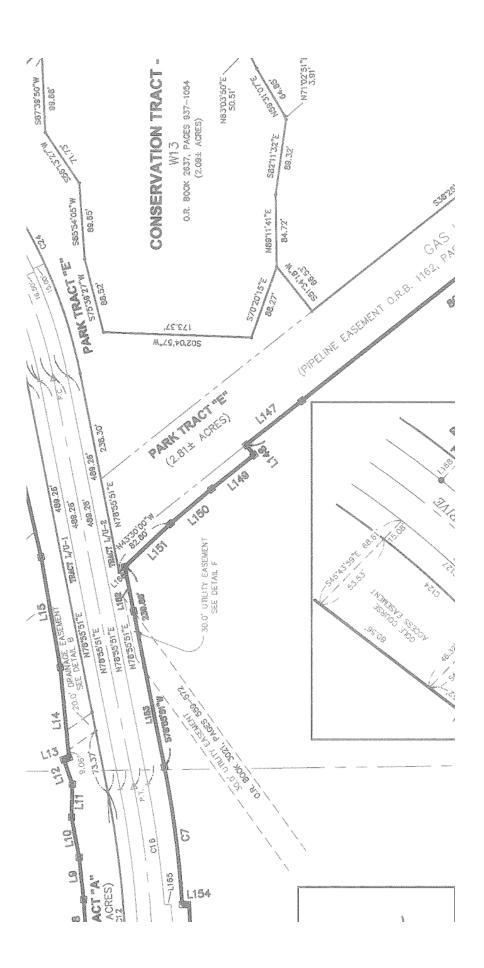
Angel Montagna District Manager



# **Subsection 4Eii**

## **Deed of Dedication**





64.50 Agenda Page 92

120.50 70

LARRY WHALEY

OSCEOLA COUNTY, FLORIDA CLERK OF CIRCUIT COURT

CL 2006004792 HGP Date 01/05/2006

OR 3021/559 Time 15:50:33

DOC STAMPS:

0.70

ROSEMARY O'SHEA, Esquire **BAKER & HOSTETLER LLP** 2300 Sun Bank Center 200 South Orange Avenue Post Office Box 112 Orlando, Florida 32802 (407) 649-4000

This instrument prepared by

and return to:

Parcel Identification (Folio) No. 31-26-32-0000-003B-0000

Grantee(s) Tax ID No. 59-352-4907

#### **DEED OF DEDICATION** State of Florida **Osceola County**

THIS DEED OF DEDICATION, made and given this Hereby, 2005, by BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, whose post office address is 3500 Harmony Square West, Harmony, Florida 34733 (hereinafter called the "Grantor") to HARMONY COMMUNITY DEVELOPMENT DISTRICT, a limited special and single purpose local government created by and established pursuant to Chapter 190, Florida Statutes whose address is Severn Trust Services, 610 Sycamore Street, Suite 140, Celebration, Florida 34747 ("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, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the 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, as set forth in that certain sketch and legal description attached



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hereto as Exhibit A for utility easement, road right of way, and drainage easement purposes (the "Utility, Roadway and Drainage Parcels").

The conveyance, dedication and acceptance of the Utility, Roadway and Drainage Parcels is made subject to the Grantor's express reservation for itself, its successors and assigns, a private perpetual non-exclusive easement on, over and under the Utility, Roadway and Drainage Parcels for: road, drainage; utilities; cable television; irrigation; the right but not the obligation to perform road maintenance; 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, decorative improvements including but not limited to fencing and entry features.

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.



DV

CL 2006004792 OR 3021/561 IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written. Signed, sealed and delivered "Grantor" in the presence of: Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership By: VII GP Harmony, L.L.C., a Delaware limited liability company as its sole General Partner James L. Lentz President Print Name: YENCE Signature of Witness Print Name KENTON J. FOREMAN State of Florida )ss. County of <u>Osceola</u> by James L. Lentz, as President of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole 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) (Notary Name Printed) **NOTARY PUBLIC** Commission No. *DD* 



OR 3021/562

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#### Exhibit A

#### **Legal Description**

#### UTILITY EASEMENT LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 29, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73. OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 24.50 FEET; THENCE N74°43'37"W, A DISTANCE OF 25.00 FEET; THENCE \$15°16'23"W, A DISTANCE OF 40.50 FEET; THENCE \$73°34'52"E, A DISTANCE OF 25.00 FEET; THENCE \$15°16'23"W, A DISTANCE OF 15.00 FEET; THENCE \$74°43'37"E. A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,239.50 FEET AND A CENTRAL ANGLE OF 19°31'28"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 422.38 FEET, THENCE NO4°15'04"W, A DISTANCE OF 8.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N04°15'04"W, A RADIAL DISTANCE OF 1,231.50 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°49'05", A DISTANCE OF 146.55 FEET; THENCE N78°55'51"E, A DISTANCE OF 147.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID LINE, A DISTANCE OF 72.42 FEET; THENCE S54°27'33"W, A DISTANCE OF 385.82 FEET; THENCE S11°53'58"W, A DISTANCE OF 88.87 FEET; THENCE \$10°11'00"E, A DISTANCE OF 220.63 FEET; THENCE \$17°46'00"W, A DISTANCE OF 218.16 FEET; THENCE S21°42'51"E, A DISTANCE OF 147.90 FEET; THENCE \$62°06'47"E, A DISTANCE OF 72.74 FEET; THENCE \$14°30'35"W, A DISTANCE OF 197.20 FEET; THENCE S34°48'15"W, A DISTANCE OF 133.46 FEET; THENCE S37°30'47"W, A DISTANCE OF 112.15 FEET; THENCE S56°59'30"W, A DISTANCE OF 118.89 FEET; THENCE S29°46'31"W, A DISTANCE OF 116.42 FEET; THENCE N60°13'23"W, A DISTANCE OF 30.00 FEET; THENCE N29°46'31"E, A DISTANCE OF 123.68 FEET; THENCE N56°59'30"E, A DISTANCE OF 121.00 FEET; THENCE N37°30'47"E, A DISTANCE OF 106.29 FEET; THENCE N34°48'15"E, A DISTANCE OF 127.38 FEET: THENCE N14°30'35"E, A DISTANCE OF 168.12 FEET; THENCE N62°06'47"W, A DISTANCE OF 60.07 FEET; THENCE N21°42'51"W, A DISTANCE OF 169.70 FEET; THENCE N17°46'00"E, A DISTANCE OF 221.46 FEET; THENCE N10°11'00"W, A DISTANCE OF 219.02 FEET; THENCE N11°53'58"E, A DISTANCE OF 106.41 FEET; THENCE N54°27'33"E, A DISTANCE OF 331.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.23 ACRES, MORE OR LESS.



OR 3021/563

#### Exhibit A

#### **Legal Description**

#### PHASE 3 RIGHT OF WAY LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 20, 29 & 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7. BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W. A DISTANCE OF 9.50 FEET TO THE POINT OF BEGINNING: THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,429.00 FEET AND A CENTRAL ANGLE OF 36°06'29"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 900.56 FEET; THENCE N07°07'13"W, A DISTANCE OF 328.10 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 43°59'12"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 998.03 FEET; THENCE N36°51'59"E, A DISTANCE OF 251.29 FEET; THENCE N53°08'01"W, A DISTANCE OF 16.38 FEET; THENCE N13°26'06"E, A DISTANCE OF 94.86 FEET; THENCE N21°31'11"W, A DISTANCE OF 53.74 FEET; THENCE N55°12'51"W, A DISTANCE OF 98.69 FEET; THENCE N67°10'24"W, A DISTANCE OF 65.62 FEET; THENCE S75°17'17"W, A DISTANCE OF 139.44 FEET; THENCE S61°11'48"W, A DISTANCE OF 51.85 FEET; THENCE S83°34'07"W, A DISTANCE OF 42.62 FEET; THENCE S77°45'06"W, A DISTANCE OF 79.79 FEET; THENCE S76°43'17"W. A DISTANCE OF 58.59 FEET: THENCE N44°31'06"W. A DISTANCE OF 230.80 FEET; THENCE N28°36'03"E, A DISTANCE OF 58.16 FEET; THENCE N11°47'28"E, A DISTANCE OF 28.87 FEET; THENCE N35°49'22"E, A DISTANCE OF 38.87 FEET; THENCE N75°23'10"E, A DISTANCE OF 24.77 FEET; THENCE N49°49'34"E, A DISTANCE OF 59.61 FEET; THENCE N30°05'00"E, A DISTANCE OF 48.30 FEET; THENCE N20°56'31"E, A DISTANCE OF 22.62 FEET;



OR 3021/564

THENCE S69°03'29"E. A DISTANCE OF 83.86 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 22°55'04": THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 28.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES \$43°41'10"W, A RADIAL DISTANCE OF 477.96 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°03'55", A DISTANCE OF 117.33 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT. OF WHICH THE RADIUS POINT LIES N49°09'48"E, A RADIAL DISTANCE OF 219.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 20°58'11", A DISTANCE OF 80.24 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N25°43'44"E. A RADIAL DISTANCE OF 254.59 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°22'38", A DISTANCE OF 46.11 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S11°03'06"W, A RADIAL DISTANCE OF 51.06 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 73°06'46", A DISTANCE OF 65.16 FEET; THENCE S75°52'02"E, A DISTANCE OF 246.85 FEET; THENCE S53°12'40"E, A DISTANCE OF 90.19 FEET; THENCE N36°51'59"E, A DISTANCE OF 40.81 FEET; THENCE N53°08'01"W, A DISTANCE OF 8.00 FEET; THENCE N36°51'59"E, A DISTANCE OF 72.38 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 720.50 FEET AND A CENTRAL ANGLE OF 26°26'41"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 332.54 FEET; THENCE N10°25'18"E, A DISTANCE OF 352.12 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N38°06'46"E, A RADIAL DISTANCE OF 85.00 FEET: THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 135°48'50", A DISTANCE OF 201.48 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 18.50 FEET AND A CENTRAL ANGLE OF 61°06'45"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 19.73 FEET; THENCE N22°48'51"E, A DISTANCE OF 258.78 FEET; THENCE S67°00'55"E, A DISTANCE OF 63.00 FEET; THENCE S22°48'51"W, A DISTANCE OF 270.27 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S44°33'58"W, A RADIAL DISTANCE OF 85.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 118°09'51", A DISTANCE OF 175.30 FEET; THENCE S10°25'18"W, A DISTANCE OF 352.12 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 799.50 FEET AND A CENTRAL ANGLE OF 26°26'41"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 369.01 FEET; THENCE S36°51'59"W, A DISTANCE OF 565.25 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,229.00 FEET AND A CENTRAL ANGLE OF 43°59'12"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 943.52 FEET; THENCE S07°07'13"E, A DISTANCE OF 54.31 FEET; THENCE S82°52'47"W, A DISTANCE OF 8.00 FEET; THENCE S07°07'13"E, A DISTANCE OF 273.79 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,492.00 FEET AND A CENTRAL ANGLE OF 30°11'16"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 786.10 FEET; THENCE S66°55'57"E, A



OR 3021/565

DISTANCE OF 8.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N66°55'57"W, A RADIAL DISTANCE OF 1,500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°55'12", A DISTANCE OF 154.99 FEET; THENCE S28°59'15"W, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,579.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 151.02 FEET; THENCE S34°28'03"W, A DISTANCE OF 450.12 FEET; THENCE N55°33'53"W, A DISTANCE OF 8.00 FEET; THENCE S34°28'04"W, A DISTANCE OF 276.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 571.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 443.11 FEET; THENCE \$78°55'51"W, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,231.50 FEET AND A CENTRAL ANGLE OF 06°49'05"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 146.55 FEET; THENCE S04°15'04"E, A DISTANCE OF 8.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N04°15'04"W, A RADIAL DISTANCE OF 1,239.50 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 19°31'28", A DISTANCE OF 422.38 FEET: THENCE N74°43'37"W, A DISTANCE OF 17.46 FEET; THENCE N15°16'23"E, A DISTANCE OF 15.00 FEET; THENCE N73°34'52"W, A DISTANCE OF 25.00 FEET; THENCE N15°16'23"E, A DISTANCE OF 40.50 FEET; THENCE S74°43'37"E, A DISTANCE OF 25.00 FEET; THENCE N15°16'23"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.00 ACRES, MORE OR LESS.



OR 3021/566

#### Exhibit A

#### **Legal Description**

#### DRAINAGE EASEMENT "A" LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THENCE \$15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE \$74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 11°03'44"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 225.60 FEET TO THE END OF THE CURVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NO4°16'13"E, A DISTANCE OF 65.89 FEET; THENCE \$86°08'46"E, A DISTANCE OF 20.00 FEET; THENCE \$04°16'13"W, A DISTANCE OF 65.84 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NO3°13'48"E, A RADIAL DISTANCE OF 1,168.50 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°58'51", A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES, MORE OR LESS.



OR 3021/567

#### Exhibit A

#### **Legal Description**

#### DRAINAGE EASEMENT "B" LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 73.37 FEET TO THE POINT OF BEGINNING; THENCE N35°34'45"W, A DISTANCE OF 70.62 FEET; THENCE N58°16'38"E, A DISTANCE OF 20.05 FEET; THENCE S35°34'45"E, A DISTANCE OF 78.39 FEET; THENCE S78°55'51"W, A DISTANCE OF 21.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES, MORE OR LESS.



OR 3021/568

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#### Exhibit A

#### **Legal Description**

#### DRAINAGE EASEMENT "C" LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE \$15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE \$74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 394.38 FEET TO THE POINT OF BEGINNING; THENCE N52°53'12"W, A DISTANCE OF 119.21 FEET; THENCE N38°13'25"E, A DISTANCE OF 20.00 FEET; THENCE \$52°53'12"E, A DISTANCE OF 117.90 FEET; THENCE \$34°28'04"W, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES, MORE OR LESS.



OR 3021/569

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#### Exhibit A

#### **Legal Description**

#### DRAINAGE EASEMENT "D" LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C. AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S15°16'23"W, A DISTANCE OF 9.50 FEET, THENCE S74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 122.82 FEET TO THE POINT OF BEGINNING; THENCE N59°48'12"W, A DISTANCE OF 168.77 FEET; THENCE N31°42'28"E, A DISTANCE OF 20.01 FEET; THENCE S59°48'12"E, A DISTANCE OF 167.82 FEET; THENCE S28°59'15"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES, MORE OR LESS.



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#### Exhibit A

#### **Legal Description**

#### DRAINAGE EASEMENT "E" LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE \$15°16'23"W, A DISTANCE OF 9.50 FEET, THENCE \$74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,429.00 FEET AND A CENTRAL ANGLE OF 12°36'26": THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 314.43 FEET TO THE END OF THE CURVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N62°08'32"W, A DISTANCE OF 170.48 FEET; THENCE N29°22'07"E, A DISTANCE OF 20.01 FEET; THENCE S62°08'32"E, A DISTANCE OF 165.74 FEET; THENCE S15°58'14"W, A DISTANCE OF 20.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES, MORE OR LESS.



CL 2006004792	OR 3021/571

#### **Exhibit A**

#### **Legal Description**

#### DRAINAGE EASEMENT "F" LEGAL DESCRIPTION

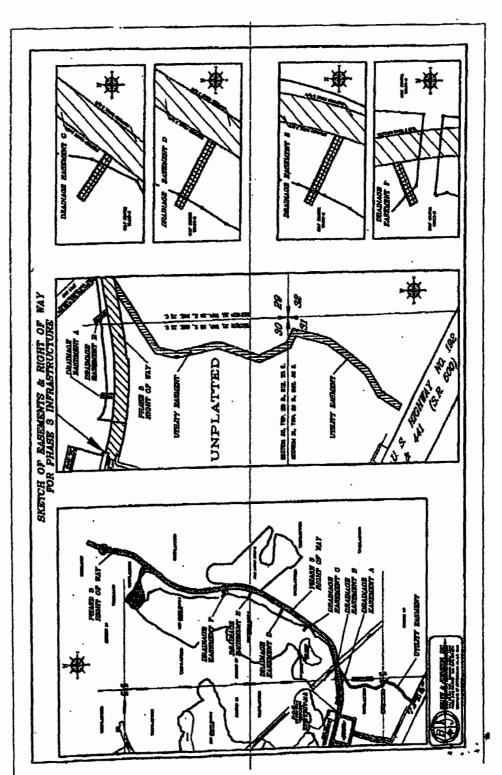
A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT L/U-7, BIRCHWOOD NEIGHBORHOODS B & C, AS FILED AND RECORDED IN PLAT BOOK 14, PAGES 67 THRU 73, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE \$15°16'23"W, A DISTANCE OF 9.50 FEET; THENCE \$74°43'37"E, A DISTANCE OF 17.46 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,168.50 FEET AND A CENTRAL ANGLE OF 26°20'33"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 537.23 FEET; THENCE N78°55'51"E, A DISTANCE OF 489.26 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 508.00 FEET AND A CENTRAL ANGLE OF 44°27'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 394.22 FEET; THENCE N34°28'04"E, A DISTANCE OF 726.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,508.00 FEET AND A CENTRAL ANGLE OF 05°28'48"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 144.23 FEET; THENCE N28°59'15"E, A DISTANCE OF 529.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,429.00 FEET AND A CENTRAL ANGLE OF 36°06'29"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 900.56 FEET; THENCE N07°07'13"W, A DISTANCE OF 16.85 FEET TO THE POINT OF BEGINNING: THENCE S63°53'32"W, A DISTANCE OF 99.11 FEET; THENCE N27°22'36"W, A DISTANCE OF 20.00 FEET; THENCE N63°53'32"E, A DISTANCE OF 106.43 FEET; THENCE S07°07'13"E, A DISTANCE OF 21.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES, MORE OR LESS.





OR 3021/572

CL 2006004792



# **Section 5**

# Consent Agenda



### **Subsection 5A**

# Meeting Minutes of October 27, 2022

Markup Review Version
Delivered Under Separate Cover



## **Subsection 5B**

# **Financials**



TO: Board of Supervisors, Harmony CDD FROM: Samantha Smith. Accountant

FROM: Samantha Smith, Accountant CC: Angel Montagna, District Manager

DATE: November 7, 2022 SUBJECT: October 2022 Financials

Please find the attached October 2022 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 October is approximately 0% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 0%. Assessment collections will begin in November.
- Total Expenditures through October are at 5% of the annual budget.
  - Administrative
    - P/R-Board of Supervisors Includes payroll for meetings through October.
    - ProfServ-Management Consulting Contract with Inframark.
    - ProfServ-Recording Secretary Inframark provides near verbatim minutes.
    - Insurance-General Liability Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Legal Advertising Legal and public notices by Sun Publications.
    - · Annual District Filing Fee FY22-23 filing fee paid to the department of economic opportunity.

#### ► Field

- ProfServ-Field Management Contract with Inframark.
- Trailer Rental Includes monthly rental of 1 container and 1 office trailer.

#### ► Landscaping Services

- Contracts-Irrigation Contract with Servello and Sons.
- Contracts-Trees & Trimming Contract with Servello and Sons.
- Contracts-Trash & Debris Removal Contract with Servello and Sons.
- Contracts-Landscape Contract with Servello and Sons.
- Contracts-Shrub/Ground Cover Contract with Servello and Sons.
- R&M Irrigation Includes various irrigation supplies and repairs by Servello and Sons.
- R&M-Trees and Trimming Includes tree removal by Servello and 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-Pools Includes control leases for Ashley Park and splash pad, permits, chemicals.
  - R&M-Parks & Facilities Various supplies and repairs, including dog waste bags, field staff supplies, and swing repair.
  - Misc.-Security Enhancements Includes internet service and ancillary costs.

#### ▶ Debt Service

- Special Assessments Other VC1 debt service assessment transfer from the general fund to the series 2015 debt service fund, to be transferred in April 2023.
- Interest Expense Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund and paid in April 2023.

#### **General Fund Reserves**

- ▶ \$547,006 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures.
- 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

October 31, 2022

Prepared by



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

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General Fund Reserves		5
Debt Service Funds		6 - 7
SUPPORTING SCHEDULES		
Non-Ad Valorem Special Assessments	3	8
Cash and Investment Report		9



### **HARMONY**

Community Development District

**Financial Statements** 

(Unaudited)

October 31, 2022





#### Balance Sheet October 31, 2022

ACCOUNT DESCRIPTION	GEN					SERIES 2015 DEBT SERVICE FUND		TOTAL		
<u>ASSETS</u>										
Cash - Checking Account	\$	609,747	\$	-	\$	-	\$	-	\$	609,747
Accounts Receivable		84		-		-		-		84
Due From Other Funds Investments:		-		660,944		-		-		660,944
Money Market Account		709,019		-		-		_		709,019
Prepayment Account		-		-		73,854		1,399,427		1,473,281
Reserve Fund		-		-		607,313		340,000		947,313
Revenue Fund		-		-		622,877		333,260		956,137
TOTAL ASSETS	\$	1,318,850	\$	660,944	\$	1,304,044	\$	2,072,687	\$	5,356,525
<u>LIABILITIES</u>										
Accounts Payable	\$	98,064	\$	113,938	\$	-	\$	-	\$	212,002
Accrued Expenses		61,025		-		-		-		61,025
Due To Other Funds		660,944		-		-		-		660,944
TOTAL LIABILITIES		820,033		113,938		-		-		933,971
FUND BALANCES										
Restricted for:										
Debt Service		-		-		1,304,044		2,072,687		3,376,731
Assigned to:										
Operating Reserves		439,517		-		-		-		439,517
Unassigned:		59,300		547,006		-		-		606,306
TOTAL FUND BALANCES	\$	498,817	\$	547,006	\$	1,304,044	\$	2,072,687	\$	4,422,554
TOTAL LIABILITIES & FUND BALANCES	\$	1,318,850	\$	660,944	\$	1,304,044	\$	2,072,687	\$	5,356,525





ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	
REVENUES					
Interest - Investments	\$ 3,678	\$ 307	\$ 1,297	\$ 990	
Special Assmnts- Tax Collector	2,452,225	-	-	-	
Special Assessments-Tax Collector-VC1	(28,737)	-	-	-	
Special Assmnts- Discounts	(98,088)	-	-	-	
Access Cards	1,200	100	-	(100)	
Facility Revenue	600	50	-	(50)	
User Facility Revenue	15,000	1,250	-	(1,250)	
Garden Lot	1,207	101	-	(101)	
TOTAL REVENUES	2,347,085	1,808	1,297	(511)	
EXPENDITURES					
<u>Administration</u>					
P/R-Board of Supervisors	14,000	1,167	800	367	
FICA Taxes	1,071	89	61	28	
ProfServ-Arbitrage Rebate	1,200	-	-	-	
ProfServ-Dissemination Agent	1,500	-	-	-	
ProfServ-Engineering	60,000	5,000	-	5,000	
ProfServ-Legal Services	60,000	5,000	-	5,000	
ProfServ-Mgmt Consulting	69,250	5,771	5,771	-	
ProfServ-Property Appraiser	392	-	-	-	
ProfServ-Recording Secretary	4,200	350	350	-	
ProfServ-Special Assessment	8,822	-	-	-	
ProfServ-Trustee Fees	10,160	-	-	-	
Auditing Services	4,400	-	-	-	
Postage and Freight	1,000	83	22	61	
Rental - Meeting Room	3,000	250	-	250	
Insurance - General Liability	28,000	28,000	18,732	9,268	
Legal Advertising	1,000	83	173	(90)	
Misc-Records Storage	1,500	125	-	125	
Misc-Assessment Collection Cost	49,045	-	-	-	
Annual District Filing Fee	175	175	175		
Total Administration	318,715	46,093	26,084	20,009	



ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field				
ProfServ-Field Management	338,872	28,239	28,239	-
Trailer Rental	8,500	708	580	128
Total Field	347,372	28,947	28,819	128
Landscape Services				
Contracts-Mulch	146,608	12,217	-	12,217
Contracts-Irrigation	42,822	3,569	3,569	-
Contracts-Trees & Trimming	46,909	3,909	3,909	-
Contracts-Annuals	12,672	1,056	-	1,056
Contracts-Trash & Debris Removal	19,565	1,630	1,630	-
Contracts - Landscape	294,685	24,557	24,557	-
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	7,173	7,173	_
R&M-Irrigation	30,000	2,500	3,205	(705
R&M-Trees and Trimming	40,000	3,333	840	2,493
Miscellaneous Services	35,000	2,917		2,917
Total Landscape Services	754,335	62,861	44,883	17,978
<u>Utilities</u>				
Electricity - General	40,700	3,392	2,289	1,103
Electricity - Streetlights	121,000	10,083	9,888	195
Utility - Water & Sewer	198,000	16,500	17,500	(1,000
Total Utilities	359,700	29,975	29,677	298
Operation & Maintenance				
Utility - Refuse Removal	3,000	250	276	(26
R&M-Ponds	20,000	1,667	-	1,667
R&M-Pools	35,000	2,917	95	2,822
R&M-Roads & Alleyways	2,000	167	-	167
R&M-Sidewalks	20,000	1,667	-	1,667
R&M-Streetlights	10,000	833	-	833
R&M-Vehicles	15,000	1,250	-	1,250
R&M-User Supported Facility	5,000	417	-	417
R&M-Equipment Boats	10,000	833	-	833
R&M-Parks & Facilities	25,000	2,083	1,042	1,041
R&M-Garden Lot	2,000	167	-	167
R&M-Invasive Plant Maintenance	105,000	8,750	-	8,750
Security Enhancements	5,700	475	239	236
Op Supplies - Fuel, Oil	8,000	667	-	667
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Other	300,000	300,000		300,000
Total Operation & Maintenance	595,700	352,143	1,652	350,491



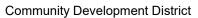
#### **Community Development District**

**HARMONY** 

#### Statement of Revenues, Expenditures and Changes in Fund Balances

	ANNUAL ADOPTED	YEAR TO DA	ATE	YE	AR TO DATE	V	ARIANCE (\$)
ACCOUNT DESCRIPTION	BUDGET	BUDGET			ACTUAL	F.	AV(UNFAV)
Debt Service							
Principal Debt Retirement	13,507		-		-		-
Interest Expense	13,093				-		
Total Debt Service	 26,600				_		
		<u> </u>					
TOTAL EXPENDITURES	2,402,422	520,	019		131,115		388,904
Excess (deficiency) of revenues							
Over (under) expenditures	 (55,337)	(518,	211)		(129,818)		388,393
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(55,337)		-		-		-
TOTAL FINANCING SOURCES (USES)	(55,337)		-		-		-
Net change in fund balance	\$ (55,337)	\$ (518,2	211)	\$	(129,818)	\$	388,393
FUND BALANCE, BEGINNING (OCT 1, 2022)	628,635	628,	635		628,635		
FUND BALANCE, ENDING	\$ 573,298	\$ 110,	424	\$	498,817		







ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	Y	EAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES					
TOTAL REVENUES		-	-	-	-
<u>EXPENDITURES</u>					
TOTAL EXPENDITURES		-	-	-	-
Excess (deficiency) of revenues Over (under) expenditures		<u>-</u>	<u> </u>	<u>-</u>	
Net change in fund balance	\$	- \$	<del>-</del>	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2022)		-	-	547,006	
FUND BALANCE, ENDING	\$	<u>-</u> \$		\$ 547,006	



ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YE	EAR TO DATE BUDGET	YE	YEAR TO DATE ACTUAL		RIANCE (\$) /(UNFAV)
REVENUES							
Interest - Investments	\$ 61	\$	5	\$	6	\$	1
Special Assmnts- Tax Collector	1,217,276		-		-		-
Special Assmnts- Discounts	(48,691)		-		-		-
TOTAL REVENUES	1,168,646		5		6		1
<u>EXPENDITURES</u>							
<u>Administration</u>							
Misc-Assessment Collection Cost	24,345		_		-		_
Total Administration	24,345		-		-		-
Debt Service							
Principal Debt Retirement	695,000		_		_		_
Interest Expense	459,663		_		-		_
Total Debt Service	1,154,663						
TOTAL EXPENDITURES	1,179,008		-		-		-
Excess (deficiency) of revenues							
Over (under) expenditures	 (10,362)		5		6		1
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(10,362)		-		-		_
TOTAL FINANCING SOURCES (USES)	(10,362)		-		-		-
Net change in fund balance	\$ (10,362)	\$	5	\$	6	\$	1
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,304,038		1,304,038		1,304,038		
FUND BALANCE, ENDING	\$ 1,293,676	<u>\$</u>	1,304,043	\$	1,304,044		



ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE.	YEAR TO DATE ACTUAL		RIANCE (\$) V(UNFAV)
REVENUES							
Interest - Investments	\$ 40	\$	3	\$	8	\$	5
Special Assmnts- Tax Collector	796,597		-		-		-
Special Assmnts- Other	26,600		-		-		-
Special Assmnts- Prepayment	-		-		237,578		237,578
Special Assmnts- Discounts	(31,864)		-		-		-
TOTAL REVENUES	791,373		3		237,586		237,583
EXPENDITURES							
<u>Administration</u>							
Misc-Assessment Collection Cost	15,932		_		_		_
Total Administration	15,932				_		_
	· · · ·						
<u>Debt Service</u>							
Principal Debt Retirement	390,000		-		-		-
Interest Expense	389,775		-		-		-
Total Debt Service	 779,775				-		
TOTAL EXPENDITURES	795,707						
Excess (deficiency) of revenues							
Over (under) expenditures	 (4,334)		3		237,586		237,583
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(4,334)		-		-		-
TOTAL FINANCING SOURCES (USES)	(4,334)		-		-		-
Net change in fund balance	\$ (4,334)	\$	3	\$	237,586	\$	237,583
FUND BALANCE, BEGINNING (OCT 1, 2022)	1,835,101		1,835,101		1,835,101		
FUND BALANCE, ENDING	\$ 1,830,767	\$	1,835,104	\$	2,072,687		



#### **HARMONY**

Community Development District

**Supporting Schedules** 

October 31, 2022



## **HARMONY**Community Development District

# Non-Ad Valorem Special Assessments Osceola County Tax Collector - Monthly Collection Report For the Fiscal Year Ending September 30, 2023

							Allocation by Fund					
		Discount/				Gross			5	Series 2014		Series 2015
Date	Net Amount	(Penalties)	C	Collection		Amount		General		ebt Service	[	Debt Service
Received	Received	Amount		Cost		Received		Fund		Fund <sup>(1)</sup>		Fund <sup>(1)</sup>
	TS LEVIED FY 20	023			\$	4,374,111	\$	2,423,488	\$	, -, -	\$	735,448
Allocation %	Φ.	Φ.			Ф.	100%		55.41%		27.78%	Ļ	16.81%
TOTAL	\$ -	\$ -	\$	-	\$	-	\$	-	\$	-	\$	

Collected in % 0%

TOTAL OUTSTANDING	\$ 4,374,111	\$ 2,423,488 \$	1,215,175	\$ 735,448

Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

## **HARMONY**Community Development District

#### **Cash and Investment Report**

October 31, 2022

#### **General Fund**

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$609,747
Money Market Account	BankUnited	Money Market Account	n/a	2.10%	\$709,019
				Subtotal	\$1,318,766

#### **Debt Service and Capital Projects Funds**

Account Name	Bank Name	Investment Type	<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%	\$73,854
Series 2014 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$622,877
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$1,399,427
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%	\$333,260
				Subtotal	\$3,376,731
				Total	\$4,695,497



# **Subsection 5C**

# General Ledger Detail



General Ledger Detailed Report For the Period(s) from Oct 01, 2022 to Oct 31, 2022

Туре	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
GL Acc	ount: 361001	- Interest - Investme	nts	Beginning Balance:		\$0.00
JE	10/31/2022	BANK INT	Journal Entry	Interest Income - Bank United MM	(\$1,295.83)	(\$1,295.83
			<b></b>	Ending Balance:	(\$1,295.83)	(\$1,295.83)
Departme	ent Name:	Legislative (51101)				
GL Acc	ount: 511001	- P/R-Board of Supe	rvisors	Beginning Balance:		\$0.00
Payroll	10/12/2022	PAYRO00337	Journal Entry	Summary of October 12, 2022 Payroll Posting	\$800.00	\$800.00
				Ending Balance:	\$800.00	\$800.00
GL Acc	ount: 521001	- FICA Taxes		Beginning Balance:		\$0.00
Payroll	10/12/2022	PAYRO00337	Journal Entry	Summary of October 12, 2022 Payroll Posting	\$61.20	\$61.20
				Ending Balance:	\$61.20	\$61.20
Departme	ent Name:	Financial and Admi	nistrative (51301)			
GL Acc	Count: 531027	' - ProfServ-Mgmt Co	neultina	Beginning Balance:		\$0.00
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$5,770.83)	(\$5,770.83
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$5,770.83	\$0.00
Purchase	10/25/2022		Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$5,770.83	\$5,770.83
				Ending Balance:	\$5,770.83	\$5,770.83
GL Acc	ount: 531036	- ProfServ-Recording	g Secretary	Beginning Balance:		\$0.00
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$275.00)	(\$275.00
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$275.00	\$0.00
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$350.00	\$350.00
				Ending Balance:	\$350.00	\$350.00
GL Acc	ount: 541006	- Postage and Freigh	nt	Beginning Balance:		\$0.00
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$10.26)	(\$10.26
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$10.26	\$0.00
Purchase		7-911-40742	Vendor: FEDEX	SRVCS THRU 10/11/22	\$17.06	\$17.06
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$4.56 <b>\$21.62</b>	\$21.62 <b>\$21.62</b>
GL Acc	ount: 545002	? - Insurance - Genera	l Liability	Beginning Balance:		\$0.00
Purchase	10/1/2022	17246	Vendor: EGIS INSURANCE ADVISORS, LLC	10/01/22-10/01/23 INSUR #100122755	\$18,732.00	\$18,732.00
				Ending Balance:	\$18,732.00	\$18,732.00
GL Acc	count: 548002	? - Legal Advertising		Beginning Balance:		\$0.00
Purchase	10/6/2022	DD64FF56-0015	Vendor: SUN PUBLICATIONS DBA	10/13 LEGAL & PUBLIC NOTICE	\$86.53	\$86.53
Purchase	10/18/2022	DD64FF56-0024	Vendor: SUN PUBLICATIONS DBA	10/13/22 LEGAL & PUBLIC NOTICE	\$86.53	\$173.06
				Ending Balance:	\$173.06	\$173.06
GL Acc	ount: 554007	' - Annual District Fili	ng Fee	Beginning Balance:		\$0.00
Purchase	10/3/2022	86033	Vendor: DEPARTMENT OF ECONOMIC OPPORTUNITY	FY23 DISTRICT FILING FEES	\$175.00	\$175.00
				Ending Balance:	\$175.00	\$175.00



General Ledger Detailed Report For the Period(s) from Oct 01, 2022 to Oct 31, 2022

Туре	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
Departme	ent Name:	Field (53901)				
01.45		C. DuestCom. Field Mo.		Rasianias Palausa		#0.00
JE	10/1/2022	6 - ProfServ-Field Mai	Journal Entry	Beginning Balance:	(636 330 33)	\$0.00
⊃⊏ Purchase	10/1/2022		Vendor: INFRAMARK, LLC	Accrue September Mngt Srvcs SEPT MNGT SRVCS	(\$28,239.33) \$28,239.33	(\$28,239.33) \$0.00
Purchase	10/1/2022		Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$28,239.33	\$28,239.33
uicilase	10/23/2022	. 04043	VEHICUI. IN TANIMATIN, LEG	Ending Balance:	\$28,239.33	\$28,239.33
GL Acc	count: 54401	2 - Trailer Rental		Beginning Balance:		\$0.00
Purchase	10/2/2022	RI1180388 ACH	Vendor: PINEY BRANCH MOTORS INC - ACH	10/02/22-11/01/22 OFFICE TRAILER LEASE	\$490.00	\$490.00
Purchase	10/2/2022	RI1180389 ACH	Vendor: PINEY BRANCH MOTORS INC - ACH	10/02/22-11/01/22 40' CONTAINER	\$90.00	\$580.00
				Ending Balance:	\$580.00	\$580.00
Departme	ent Name:	Landscape Service	s (53902)			
GL Acc	ount: 53407	3 - Contracts-Irrigatio	on .	Beginning Balance:		\$0.00
JE		2 ACCRUAL	Journal Entry	Accrue October Irrigation - Servello	\$3,568.50	\$3,568.50
<b>0</b> L	10/01/2022	- AGGING/IL	odania Entry	Ending Balance:	\$3,568.50	\$3,568.50
GL Acc	ount: 53408	5 - Contracts-Trees &	. Trimmina	Beginning Balance:		\$0.00
JE		2 ACCRUAL	Journal Entry	Accrue October Tree Trimming - Servello	\$3,909.08	\$3,909.08
-			,	Ending Balance:	\$3,909.08	\$3,909.08
GL Acc	ount: 53412	1 - Contracts-Trash &	Debris Removal	Beginning Balance:		\$0.00
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Trash & Debris Removal - Servello	\$1,630.42	\$1,630.42
				Ending Balance:	\$1,630.42	\$1,630.42
GL Acc	ount: 53417	1 - Contracts - Lands	саре	Beginning Balance:		\$0.00
JE	10/31/2022	2 ACCRUAL	Journal Entry	Accrue October Landscape - Servello	\$24,557.16	\$24,557.16
			,	Ending Balance:	\$24,557.16	\$24,557.16
GL Acc	count: 53417	2 - Cntrs-Shrub/Grnd	Cover Annual Svc	Beginning Balance:		\$0.00
JE	10/31/2022	2 ACCRUAL	Journal Entry	Accrue October Shrub/Grnd Cover - Servello	\$7,172.84	\$7,172.84
				Ending Balance:	\$7,172.84	\$7,172.84
GL Acc	count: 54604	1 - R&M-Irrigation		Beginning Balance:		\$0.00
Purchase	10/7/2022	22881	Vendor: SERVELLO & SONS INC	OCT IRRIG RPRS	\$301.08	\$301.08
Purchase	10/14/2022		Vendor: SERVELLO & SONS INC	IRRIG OCT RPRS	\$292.60	\$593.68
Purchase	10/18/2022		Vendor: SERVELLO & SONS INC	DOG PARK MAINLINE RPR	\$764.42	\$1,358.10
JE		2 ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	\$225.30	\$1,583.40
JE 		2 ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	\$842.48	\$2,425.88
JE 		ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello	\$37.82	\$2,463.70
JE	10/31/2022	2 ACCRUAL	Journal Entry	Accrue October Irrig Rprs - Servello  Ending Balance:	\$741.17 <b>\$3,204.87</b>	\$3,204.87 \$3,204.87
GI Acc	Count: 54600	9 - R&M-Trees and Tr	immina	Beginning Balance:		\$0.00
					#04C CC	
JE	10/37/2022	? ACCRUAL	Journal Entry	Accrue October Tree Removal - Servello  Ending Balance:	\$840.00 <b>\$840.00</b>	\$840.00



General Ledger Detailed Report For the Period(s) from Oct 01, 2022 to Oct 31, 2022

Туре	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
Departme	ent Name:	Utilities (53903)				
GL Acc	ount: 543006	6 - Electricity - General	·	Beginning Balance:		\$0.00
Purchase 10/10/2022 101022-9921 ACH		101022-9921 ACH	Vendor: ORLANDO UTILITIES COMMISSION-ACH	09/09/22-10/10/22 UTILITIES	\$2,288.65	\$2,288.65
				Ending Balance:	\$2,288.65	\$2,288.65
GL Acc	ount: 543013	3 - Electricity - Streetlig	yhts	Beginning Balance:		\$0.00
Purchase	10/10/2022	101022-9921 ACH	Vendor: ORLANDO UTILITIES COMMISSION-ACH	09/09/22-10/10/22 UTILITIES	\$9,887.87	\$9,887.87
				Electricity - Streetlighting		
				Ending Balance:	\$9,887.87	\$9,887.87
GL Acc	count: 543021	- Utility - Water & Sev	ver	Beginning Balance:		\$0.00
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Water Utilities	(\$17,132.82)	(\$17,132.82
JE	10/1/2022	JE004360	Journal Entry	Accrue September Water Utilities	(\$274.30)	(\$17,407.12
Purchase	10/1/2022	100122-8389 ACH	Vendor: TOHO WATER AUTHORITY - ACH	09/01/22-10/01/22 UTILITY	\$274.30	(\$17,132.82
Purchase	10/1/2022	091822-8389 ACH	Vendor: TOHO WATER AUTHORITY - ACH	08/18/22-09/18/22 UTILITIES	\$17,132.82	\$0.00
JE	10/31/2022	ACCRUAL	Journal Entry	Accrue October Water Utilities - Toho	\$17,500.00	\$17,500.00
				Ending Balance:	\$17,500.00	\$17,500.00
Departme	ent Name:	Operation & Mainten	nance (53910)			
GL Acc	ount: 543020	) - Utility - Refuse Rem	oval	Beginning Balance:		\$0.00
Purchase	10/1/2022	1409987W460	Vendor: WASTE CONNECTIONS OF FL.	10/01/22-10/31/22 TRASH PICKUP	\$276.00	\$276.00
				Ending Balance:	\$276.00	\$276.00
GL Acc	count: 546074	I - R&M-Pools		Beginning Balance:		\$0.00
Purchase	10/1/2022	101295635129	Vendor: POOLSURE	OCT ASHLEY PARK CNTRL LEASE	\$60.00	\$60.00
Purchase	10/1/2022	101295635130	Vendor: POOLSURE	OCT SPLASH PAD CNTRL LEASE	\$35.00	\$95.00
				Ending Balance:	\$95.00	\$95.00



General Ledger Detailed Report For the Period(s) from Oct 01, 2022 to Oct 31, 2022

Туре	Date	Doc No.	Source Name	Reference Memo	Amount	Balance	
GL Acc	ount: 546225	- R&M-Parks & Facilities	s	Beginning Balanc	e:	\$0.00	
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$5,799.99)	(\$5,799.99)	
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$144.90)	(\$5,944.89)	
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$44.97)	(\$5,989.86)	
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$230.48)	(\$6,220.34)	
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$43.52)	(\$6,263.86)	
JE	10/1/2022	ACCRUAL	Journal Entry	Accrue September Mngt Srvcs	(\$22.88)	(\$6,286.74)	
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$22.88	(\$6,263.86)	
				HD CONCRETE			
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$43.52	(\$6,220.34)	
				RAPCO-6 CLEANOUT FITTINGS & 6 PVC PLUGS			
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$230.48	(\$5,989.86)	
				HD GARDENT CLUB SUPPLIES			
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$44.97	(\$5,944.89)	
				HD GARDENT CLUB SUPPLIES			
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$144.90	(\$5,799.99)	
				HD SUPPLIES			
Purchase	10/1/2022	83073	Vendor: INFRAMARK, LLC	SEPT MNGT SRVCS	\$5,799.99	\$0.00	
				HD-PRESSURE WASHER			
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$58.43	\$58.43	
				SWING REPAIR			
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$194.47	\$252.90	
				FIELD STAFF SUPPLIES			
Purchase	10/25/2022	84643	Vendor: INFRAMARK, LLC	OCT MNGT SRVCS	\$788.83	\$1,041.73	
				DOG WASTE BAGS			
				Ending Balanc	e: \$1,041.73	\$1,041.73	
GL Acc	ount: 549911	- Security Enhancemen	ts	Beginning Balanc	e:	\$0.00	
Purchase	10/1/2022	028483501093022 ACH	Vendor: BRIGHT HOUSE NETWORKS - ACH	09/28/22-10/27/22 0050284835-01	\$114.98	\$114.98	
Purchase	10/7/2022	028483401100722 ACH	Vendor: BRIGHT HOUSE NETWORKS - ACH	10/06/22-11/05/22 0050284834-01	\$123.98	\$238.96	
				Ending Balanc	e: \$238.96	\$238.96	



General Ledger Detailed Report For the Period(s) from Oct 01, 2022 to Oct 31, 2022

#### **SERIES 2014 DEBT SERVICE FUND**

Туре	Date Doc	No. Source Name	Reference Memo Amount	Balance
GL A	ccount: 361001 - Int	erest - Investments	Beginning Balance:	\$0.00
JE	10/3/2022 TS 2	2 Journal Entry	Interest - Reserve (\$2.53)	(\$2.53)
JE	10/3/2022 TS 3	Journal Entry	Interest - Prepayment (\$0.29)	(\$2.82)
JE	10/4/2022 TS 1	Journal Entry	Interest - Revenue (\$2.60)	(\$5.42)
			Ending Balance: (\$5.42)	(\$5.42)



General Ledger Detailed Report For the Period(s) from Oct 01, 2022 to Oct 31, 2022

#### **SERIES 2015 DEBT SERVICE FUND**

Туре	Date	Doc No.	Source Name	Reference Memo	Amount	Balance
GL Ad	GL Account: 361001 - Interest - Investments			Beginning Balance:		\$0.00
JE	10/3/2022	TS03	Journal Entry	Interest - Reserve	(\$1.42)	(\$1.42)
JE	10/3/2022	TS05	Journal Entry	Interest - Prepayment	(\$4.60)	(\$6.02)
JE	10/4/2022	TS04	Journal Entry	Interest - Revenue	(\$1.39)	(\$7.41)
				Ending Balance:	(\$7.41)	(\$7.41)
GL Ad	count: 363030	- Special	Assmnts- Prepayment	Beginning Balance:		\$0.00
JE	10/5/2022	TS06	Journal Entry	Ck 114516 Bankunified	(\$14,538.00)	(\$14,538.00)
JE	10/5/2022	TS07	Journal Entry	Ck 114606 Bankunified	(\$14,538.00)	(\$29,076.00)
JE	10/5/2022	TS08	Journal Entry	Ck 114558 Bankunified	(\$15,573.47)	(\$44,649.47)
JE	10/5/2022	TS09	Journal Entry	Ck 114570 Bankunified	(\$11,630.40)	(\$56,279.87)
JE	10/5/2022	TS10	Journal Entry	Ck 114581 Bankunified	(\$12,458.78)	(\$68,738.65)
JE	10/25/2022	TS11	Journal Entry	Ck 114941 Bankunified	(\$14,538.00)	(\$83,276.65)
JE	10/25/2022	TS12	Journal Entry	Ck 114971 Bankunified	(\$14,538.00)	(\$97,814.65)
JE	10/25/2022	TS13	Journal Entry	Ck 114984 Bankunified	(\$15,573.47)	(\$113,388.12)
JE	10/25/2022	TS14	Journal Entry	Ck 114957 Bankunified	(\$11,630.40)	(\$125,018.52)
JE	10/25/2022	TS15	Journal Entry	Ck 114768 Bankunified	(\$14,538.00)	(\$139,556.52)
JE	10/25/2022	TS16	Journal Entry	Ck 114725 Bankunified	(\$14,538.00)	(\$154,094.52)
JE	10/25/2022	TS17	Journal Entry	Ck 114773 Bankunified	(\$14,538.00)	(\$168,632.52)
JE	10/25/2022	TS18	Journal Entry	Ck 114819 Bankunified	(\$14,538.00)	(\$183,170.52)
JE	10/25/2022	TS19	Journal Entry	Ck 114625 Bankunified	(\$15,573.47)	(\$198,743.99)
JE	10/25/2022	TS20	Journal Entry	Ck 114637 Bankunified	(\$15,573.47)	(\$214,317.46)
JE	10/25/2022	TS21	Journal Entry	Ck 114861 Bankunified	(\$11,630.40)	(\$225,947.86)
JE	10/25/2022	TS22	Journal Entry	Ck 114840 Bankunified	(\$11,630.40)	(\$237,578.26)
				Ending Balance:	(\$237,578.26)	(\$237,578.26)



# **Subsection 5D**

# Invoices and Check Register

### Harmony

**Community Development District** 

General Fund

### Invoice Approval Report # 270

#### November 9, 2022

Payee	Invoice Number	A= Approval R= Ratification		Invoice Amount
AQUATIC WEED MANAGEMENT, INC.	15020	R	\$	48,500.00
·		Vendor Total	\$	48,500.00
BRIGHT HOUSE NETWORKS - ACH	028483401100722 ACH	R	\$	123.98
	028483501103022 ACH	R	\$	114.98
		Vendor Total	\$	238.96
CARDMEMBER SERVICES	092622-1777 ACH	R	\$	1,840.56
		Vendor Total	\$	1,840.56
DEPARTMENT OF ECONOMIC OPPORTUNITY	86033	R	\$	175.00
		Vendor Total	\$	175.00
FEDEX	7-911-40742	R	\$	17.06
		Vendor Total	\$	17.06
INFRAMARK, LLC	84643	Α	\$	35,406.45
		Vendor Total	\$	35,406.45
KUTAK ROCK LLP	312437328423-1	А	\$	2,924.95
		Vendor Total	\$	2,924.95
ORLANDO UTILITIES COMMISSION-ACH	101022-9921 ACH	R	\$	12,176.52
		Vendor Total	\$	12,176.52
PEGASUS ENGINEERING, LLC	226308	Α	\$	3,831.20
		Vendor Total	\$	3,831.20
POOLSURE	101295636278	R	\$	35.00
	101295636277	R	\$	60.00
	101295636762	R	\$	526.75
		Vendor Total	\$	621.75
SERVELLO & SONS INC	22886	R	\$	764.42
	22881	R	\$	301.08
	22882	R	\$	292.60
	22858	R	\$	40,838.00
	22913	R	\$	225.30
	23032	R	\$	1,682.48
	23045 23047	R R	\$ \$	741.17 37.82
	23U4 <i>1</i>	Vendor Total		
		vendor rotai	Ф	44,882.87



### Harmony

#### **Community Development District**

General Fund

### Invoice Approval Report # 270

#### November 9, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount	
SUN PUBLICATIONS DBA	DD64FF56-0015	R	\$	86.53
	DD64FF56-0024	R	\$	86.53
	401803	R	\$	1,045.18
		Vendor Total	\$	1,218.24
TOHO WATER AUTHORITY - ACH	101822 ACH	R	\$	9,181.29
		Vendor Total	\$	9,181.29
WASTE CONNECTIONS OF FL.	1414651W460	R	\$	276.00
		Vendor Total	\$	276.00
		Total Invoices	\$	161,290.85



# **Section 7**

# Old Business



# **Subsection 7A**

# Informational Signs



### INFORMATIONAL SIGNS TO BE UPDATED

West Entrance to Round about at Five Oaks and Schoolhouse



First sign as you enter Harmony at West Entrance

WELCOME sign? Notices about meetings?

Second Sign – near golf cart sign Information about golf cart use?







From west entrance at roundabout:

Directions to:

**Community School** 

Lakefront/Recreation Areas/Docks

**Golf Course** 

Harmony Town Square

Leaving Catbrier/Five Oaks Roundabout, in front of Ashley Park







On Five Oaks as you approach the old Welcome Center from the west.

Leaving Harmony at East Entrance







Entering Harmony at East Entrance

On Town Square facing entry road, Harmony Square Drive







At driveway entrance to Golf Course parking lot. At end of Harmony Square Drive, West

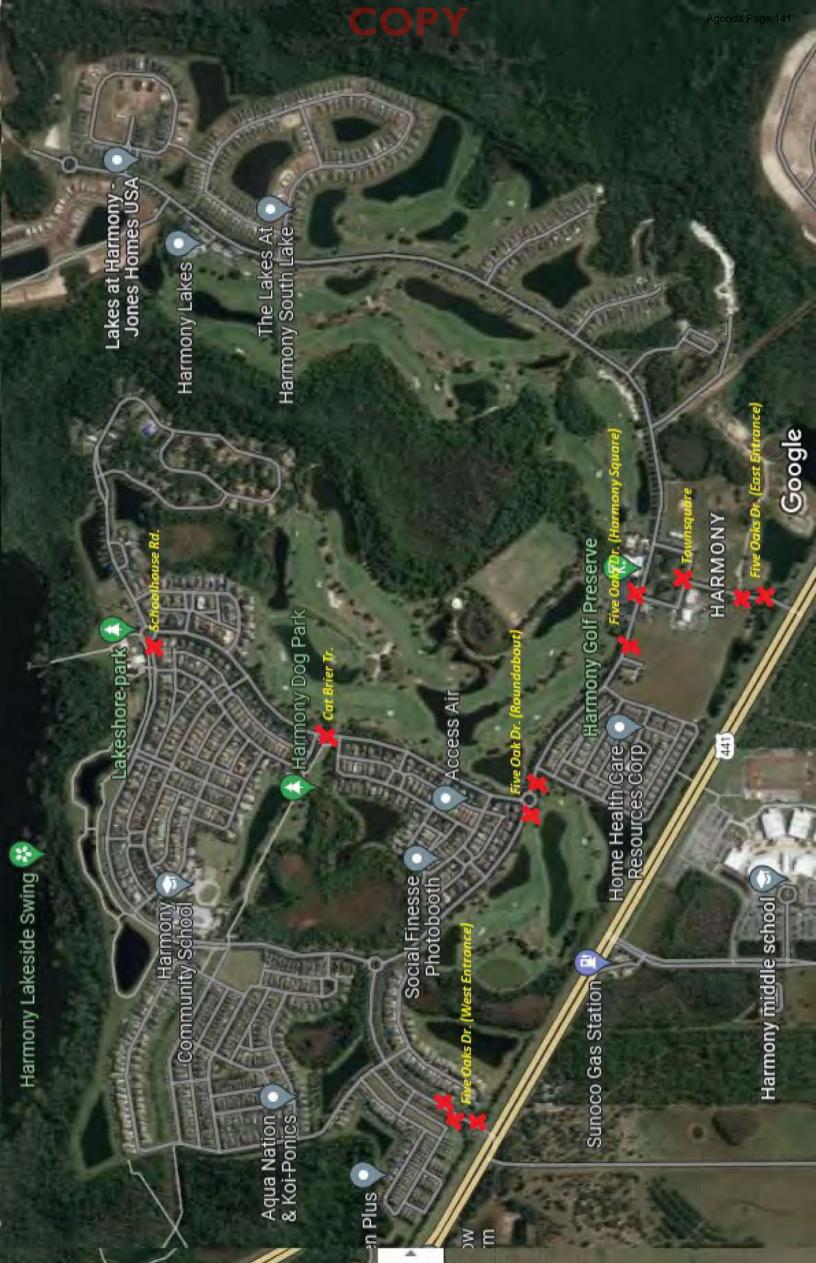


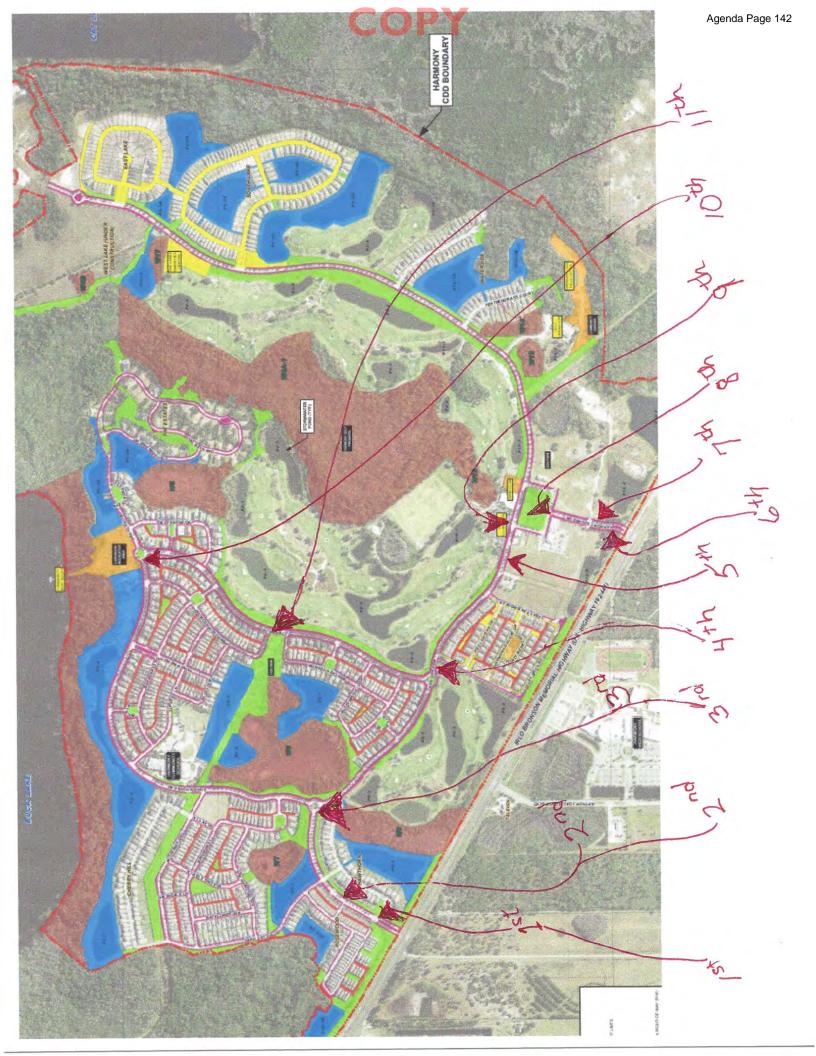
At Schoolhouse/Cat Brier Roundabout





On Cat Brier in front of Dog Park







### INFORMATIONAL SIGNS TO BE UPDATED

West Entrance to Round about at Five Oaks and Schoolhouse



Second Sign – near golf cart sign Information about golf cart use?

First sign as you enter Harmony at West Entrance

WELCOME sign? Notices about meetings?

Changable hanging signs
HROA
HOA's
CDD







From west entrance at roundabout:

Directions to:

Community School

Lakefront/Recreation Areas/Docks

Golf Course

Harmony Town Square

/Swim Club

Leaving Catbrier/Five Oaks Roundabout, in front of Ashley Park

Golf Course A Town Centera The Lakes 1 Swim Club 1. Ashley Park Pool >>
East Entrance 1



## **COPY**



On Five Oaks as you approach the old Welcome Center from the west.

Golf Course F Town Center/ F East Enterance Community Garden A

Leaving Harmony at East Entrance

Add hanging
Sign w/interchangable
Message - Mtg
announcements
CDD
HROA
HOAs



## **COPY**



Entering Harmony at East Entrance

The Lakes T Community Granden A Swim Club + East Dog Park A

On Town Square facing entry road, Harmony Square Drive,

Community Gorden The Lakes — The Lakes — Course I lake front the







At driveway entrance to Golf Course parking lot. At end of Harmony Square Drive, West

9th

Golf Course A Community Garden >> The Lakes >>

Lake front + Estates 1 Town Center >



At Schoolhouse/Cat Brier Roundabout





On Cat Brier in front of Dog Park

114

Main Dag Park ->
Golf Course A

7



### **INFORMATIONAL SIGNS SUGGESTIONS**

My suggestions are to include directions to the below places on the signs that face in those directions.

- Lakeshore Park
- Harmony Community School
- Dog Parks
- Long Park
- Town Square
- Community Garden

Kind regards, Kerul







Nov. 4, 2022

Mr. Vincent Morrell INFRAMARK 7360 Five Oaks Drive Harmony, Fl. 34773

**Dear Vincent:** 

As per your request, we at Stegeman Designs will produce and deliver twelve (12x) complete HOA sign packages. Each package will include Main Sign Panel (with each communities logo). All stock time, days, dates & month panels. And 6x double-sided single line and 6x double-sided two line sign panels with custom vinyl copy.

Also included is a 9' long 3"x3" alum (black enamel finish) sign post with cap.

Delivery in your area is included in our price (as a promotional feature).

Retail cost per HOA Sign Package & Post: \$2,100.00 each.

Total Cost: x 12 = \$25,200.00

10% Quantity Discount: \$ 2,520.00

Discounted Total Cost:\$22,680.00

We can invoice these 12x Signs individually if necessary. We do require a 50% deposit (\$945.00 ea.) on all signs to begin the design and fabrication process with the balance due upon delivery of each sign unit.

If you have any questions please don't hesitate to contact us. We also have current references upon request.

Tom Stegeman

Owner/Stegeman Designs

\$0.00

\$7,828.00



1902 West Vine St. Kissimmee, FL 34741 (407) 287-6840



## ESTIMATE EST-20134

Payment Terms: Deposit Required Account

Taxes:

**Grand Total:** 

**Created Date:** 11/8/2022

**DESCRIPTION:** Wayfinding Sign 8'x4' - Custom shape

**BILL TO:** HARMONY COMMUNITY DEVELOPMENT DISTRICT

313 Campus Street Kissimmee,, FL 34747

US

**Pickup At:** FASTSIGNS of Kissimmee

1902 West Vine St. Kissimmee, FL 34741

US

Requested By: Vincent Morrell Salesperson: Teresa Oliva

Email: Vincent.morrell@inframark.com

Work Phone: (407) 361-3559 Tax ID: 59-8017611462-4

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	8'W x 4'H Aluminum 0.080 with printed Vinyl and overlaminate - Custom shape - Single Side - Production time 7-10 Business days	12	\$652.3333	\$7,828.00
			Subtotal:	\$7,828.00

\*This estimate is valid for 30 days.

\*Please sign Estimate and include today's day. A 50% deposit is required to begin working on the project when is more than \$250.00 total cost. If it is less full payment is required to proceed.

- \*Three Revisions and/or changes per Artwork per project. After the third change, a \$15.00 Fee will be added to the order per Artwork change.
- \*Artwork and Set-up Fee does not release a digital copy of the artwork to customers (\$180 for Release of Artwork).
- \*Customer will provide primary electrical service within 5 feet of sign electrical connection.
- \*City or County Fees are not included in the estimate.
- \*ANY ORDERS THAT ARE RUSH ORDERS, ORDERS WITH INSTALLATION, AND ORDERS THAT NEED TO BE DELIVERED NEED TO BE PAID IN FULL BEFORE PRODUCTION.
- \*When ordering card on file is required to proceed with the order. Once production is completed we will charge the remaining balance automatically \*All RUSH ORDER must be approved before 2:00 pm. After 2:01 pm the order will be ready for the next day.

#### **CUSTOMER NOTICE**

Prices listed, quoted, & advertised reflect our cash price.

OUR REGULAR PRICE INCLUDES A 4% NON-CASH ADJUSTMENT.

We offer savings at the point of sale when you pay with cash.

The purpose of the non-cash adjustment is to incentivize customers to pay with cash. This is an "in-kind incentive" in compliance with section (2)(A) of the Durbin Amendment, a provision of United States Federal Law, 15 U.S.C &

1690-2. We further provide a Cash Discount from the regular price in accordance with section (4)(c)(4) of the same document. This sign is meant to inform customers of our regular price in compliance with this law.

\*\*\*Thank You For Your Business\*\*\*

Signature:	Date:

### RE: Community Post Signs - Estimate



From: marcus@sign-partners.com <marcus@sign-partners.com>

Sent: Monday, November 7, 2022 10:42 AM

To: Morrell, Vincent < Vincent. Morrell@inframark.com >

Subject: RE: Community Post Signs - Estimate

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Hi Vincent,

Do you need these signs installed by us?

Looks like you are outside our service area, we can produce the panels, but they would need to be picked up here in Boca Raton.

Each panel would cost you \$750.00, let me know if you need more details.

Have a great day!



# **Subsection 7B**

# Donation of Poinciana Tree





## Royal Poinciana

Summer in Florida means different things to everyone. While some think only of the stifling heat, other people see themselves relaxing in paradise, perhaps in a hammock swaying gently beneath a gorgeously blooming shade tree. For those in South Florida, royal poinciana (*Delonix regia*) is probably the tree they're imagining.

Also called flamboyant or flame tree, royal poinciana provides dappled shade in summer, with wide, spreading branches and brilliantly-colored flowers. Many people consider this to be one of the most beautiful trees in the world.

#### Characteristics

Native to Madagascar, royal poinciana trees are known for their showy flowers. The botanical name is derived from the Greek words *delos* (meaning conspicuous) and *onyx* (meaning claw), referring to their appearance. With four spoon-shaped petals about 3 inches long, and one slightly larger petal (called the standard), they resemble orchids, and range in color from deep red to bright orange. Yellow-flowering cultivars also exist. These lovely flowers first appear in clusters between May and July, and can stay on the tree for a month or more.

A mature tree can resemble an umbrella, with a wider canopy than it is tall. The delicate, fern-like leaflets provide light shade and the perfect backdrop for the flowers to shine against. The bark is smooth and gray. Royal poinciana is deciduous, providing your



Royal poinciana (*Delonix regia*) tree in full bloom, Miami. Photo by Scott Zona (https://www.flickr.com/photos/scottzona/2574965453/).

landscape with cooling shade during the hottest parts of the year and warming sunshine in the winter. While it's not sturdy in storms, judicious pruning can help prevent breakage, and the tree will often recover quickly after losing limbs.

#### Planting and Care

This tree prefers frost-free areas, generally USDA hardiness zones 9b–11. Royal poinciana will grow in a variety of soil conditions and once established, is highly tolerant of both drought and salt. There are no major pest or disease problems. For the best flowers, plant your tree in an area that receives full sun.

Many find that royal poinciana is best for larger landscapes. Your tree could reach a mature height of 40 feet—with a canopy 40 to 60 feet wide. And because it has large surface roots, be sure to plant your poinciana at least 10 feet from pavement, sidewalks, and buildings. Be aware that grass will grow poorly beneath your tree.

Royal poinciana does require a level of maintenance that makes it less desirable to some homeowners. While adored for the beautiful flowers, the large "bean-pod" fruits that follow can become a nuisance. These 2 inch by 18 inch fruits persist through winter and drop off in the spring, becoming annoying landscape litter for some gardeners.

Beyond picking up fallen pods, pruning is necessary to create a strong tree structure. Royal poinciana branches are susceptible to breakage, particularly in high winds. Prune your tree early to encourage the development of branches that are well-attached to the trunk. Prune any major limbs that are half the diameter of the trunk. The best time of year is right before the spring regrowth starts, usually late March into April. Additionally, you should train your tree so that the major limbs are all 8 to 12 feet from the ground. This clearance below the canopy allows you to enjoy the shade while still keeping the tree strong. And take care while doing yard work; like most trees, the lower trunk of your royal poinciana can be damaged by line trimmers.

A newly planted royal poinciana will likely take five years to bloom, although there are reports of some trees taking twelve years or more. To avoid waiting for blooms, you can purchase a tree that's already flowering. Sometimes only portions of the tree will produce flowers, but these events usually only occur once every five years or so. The rest of the time you should be able to enjoy your royal poinciana blooming during the summer in South Florida.

Royal poinciana truly is a gorgeous tropical tree. Even if there isn't room in your own landscape, keep an eye out for this blooming beauty in South Florida.

#### **UF/IFAS Sites**

UF/IFAS Assessment: Delonix regia (http://assessment.ifas.ufl.edu/assessments/delonix-regia/)

#### **UF/IFAS** Publications

Delonix regia, Royal Poinciana (https://edis.ifas.ufl.edu/st228)



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Flower of the royal poinciana tree (*Delonix regia*). ©Gitta Hasing, University of Florida.



# **Subsection 7C**

# Removal of Concrete Pads





Inframark

313 Campus Street, Celebration, FL 34747

Phone: 407-566-1935

Date 09/20/2022 Work order # WOH09202022 Customer ID Harmony CDD

**Proposal For** 

Harmony CDD Quotation valid until: 10/31/2022

Prepared by: Brett Perez

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Quantity	Description	Unit Price	Taxable?	Amount	
9	Removal and disposal of 9 panels located around the oak tree in ally park between Primrose Willow and School House Rd. Saw cut the lead walk panel and install pine nugget mulch.	\$120.00	No	\$ 1080.00	

Full payment due within 30 days of finalizin	Subtotal	\$ 1080.00	
If you have any questions concerning this quotation,	Tax Rate	0.00%	
Freddy.Blanco@inframark.com	407-947-2489	Sales Tax	\$ -
		Other	

Thank you for your business!



















