

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Thursday, September 28, 2023**

**Remote Participation:**

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

--or--

Call in (audio only) 929-205-6099, ID 4276669233



313 CAMPUS STREET  
CELEBRATION, FLORIDA 34747  
(407) 566-1935

## Harmony Community Development District

### Board Members:

Teresa Kramer, Chair  
 Daniel Leet, Vice-Chair  
 Kerul Kassel, Assistant Secretary  
 Jo Phillips, Assistant Secretary  
 Lucas Chokanis, Assistant Secretary



### Staff Members:

Angel Montagna, District Manager  
 Lynn Hayes, District Manager  
 Michael Eckert, District Counsel  
 David Hamstra, District Engineer  
 Jeison Castillo, Area Field Director

### Meeting Oder of Business Thursday, September 28, 2023 - 6:00 pm

1. **Call to Order and Roll Call**
2. **Audience Comments** *Three- (3) Minute Time Limit*
3. **Contractor Reports**
  - A. Benchmark
    1. Report on Harmony’s Pocket Parks .....P.6
    2. Consideration of Pruning for Building Clearance Proposal .....P.38
4. **Staff Reports**
  - A. Field Manager
    1. Field Report and Responses .....P.42
    2. Update on Splash Pad
  - B. District Engineer
    1. Garden Road Aerial Site Plan
    2. 3136 Dark Sky Drive Swale Issue
    3. Five Oaks Drive Storm Sewer System Analysis
    4. Community Maintenance Facility at Lakeshore Park Survey Proposal
  - C. District Counsel
    1. Discussion of VC-10.....P.73
    2. Discussion of status of Ownership and Maintenance of Stormwater Management Facilities in the Enclave and North Lake
    3. Discussion of Potential Spending Authorization Resolution to Supplement Procurement policy.....P.77
  - D. District Manager
    1. Discussion Regarding Verbatim Minutes
    2. Discussion of Website-Campus Suites Onboarding.....P.98
    3. Consideration of Relocating/Digitizing/Disposal of Storage Boxes.....P.117
- 70 **Consent Agenda**
  - A. Approval of Minutes .....P.120
    - ""i0 Regular Meeting on August 24, 2023
    - ""ii0 Regular Meeting on July 27, 2023
  - B. Review of August 2023 Financial Statements.....P.121
  - C. Approval of August 2023 Invoices and Check Register .....P.135
6. **Old Business**
  - A. Update on Code Enforcement Violations-Frontage Fence & Storage Containers
7. **New Business**
  - A. Consideration of Movie Night Facility Usage Applications .....P.145
  - B. Consideration of Egis Insurance Proposal .....P.150
  - C. Discussion Regarding a Parking Study
  - D. Discussion Regarding Fire Rescue Services
8. **Supervisor Requests**
9. **Adjournment**

*The next meeting is scheduled for Thursday, October 26, 2023, at 6:00 p.m.*

**District Office:**  
 313 Campus Street  
 Celebration FL 34747  
 407-566-1935  
[www.harmonycdd.org](http://www.harmonycdd.org)

**Meeting Location:**  
 3285 Songbird Circle  
 St. Cloud, FL 34773  
 Zoom: <https://zoom.us/j/4276669233>  
 Phone: 929-205-6099, ID 4276669233

## Section 2

# Audience Comments

No Speaking Requests Recorded  
Verbal Presentations At Meeting

# **Section 3**

# **Contractor Reports**

# **Subsection 3A**

# **Benchmark**

# **Subsection 3Ai**

# **Community Parks**



# PROJECT POCKET PARKS

## 9/12/23, 4:04 PM

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monument at Sebastian bridge and five oaks dr

Tuesday, September 12, 2023

Prepared For Harmony

2 Issues Identified



## ISSUE 1

Assigned To Five Oaks/ Animal Monument

Tree leaning toward the monument and benches needs to be removed and stump grinding so it's ground flush no replacement needed

See #2



## ISSUE 2

Assigned To Five Oaks Animal Monument

Tree needs to be removed leaning to much to stake replace with 35 gallon oak tree

\$2,950



A handwritten signature in black ink, appearing to be 'W. King', located in the upper right quadrant of the page.

# PROJECT POCKET PARKS

## 9/13/23, 10:04 AM

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Dahoon holly ct pocket park

Wednesday, September 13, 2023

Prepared For Harmony

7 Issues Identified



## ISSUE 1



## ISSUE 2

Assigned To Dahoon Holly Park

Holly hedge is dying out some spots bushes are missing completely. I recommend we remove the holly bushes (36) and replace with (40) 3-gallon plumbago it will bring a little color to this very green park

**\$1,050**



## ISSUE 3

Assigned To Dahoon Holly Park

Fill in missing society garlic (25) 1 gallon I advised team to remove weeds next visit

**\$250**



## ISSUE 4

Assigned To Dahoon Holly Park

Fill area with (24) 1 gallon jasmine ground cover

**\$195**



## ISSUE 5

Assigned To Dahoon Holly Park

Plant (24)1 gallon jasmine ground cover it will match other side

**\$195**



## ISSUE 6

Assigned To Dahoon Holly Park

Fill in with (30)1 gallon society garlic

**\$265**



## ISSUE 7

Assigned To Dahoon Holly Park

Sod needed in the tree lawn (st.Augustine) 240sqft

**\$750 minimum of (1) pallet**

A handwritten signature in black ink, appearing to read "Harmony".

# PROJECT POCKET PARKS9/13/23, 10:30 AM

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main dog park on cat brier

Wednesday, September 13, 2023

Prepared For Harmony

13 Issues Identified



## ISSUE 1

Assigned To Dog Park Cat Brier

Crepe myrtle trees are dying along with the shrubs below .this is due to the extreme shade over head .I recommend removing trees and shrubs (4) crepes (20)bushes and replacing with (75)1 gallon jasmine ground cover

\$2,250



## ISSUE 2

Assigned To Dog Park On Cat Brier

Crepe myrtles are dying along with shrubs below .I recommend we remove (2)crepe myrtle trees,(22)shrubs and replace with (65)1 gallon jasmine ground cover

\$1,270



## ISSUE 3

Assigned To Dog Park On Cat Brier

Shrubs are dying as well as to big for area .I recommend we remove the shrubs replace with(30) lirioppe bring the bed in with sod (150sqft) this is next to grilling area ,the more open the better

\$750



## ISSUE 4

Assigned To Dog park On Cat Brier

The crepe Myrtle trees are completely dead ,the gold mounds are dying ,I recommend we remove the (5)crepe Myrtle trees ,remove all plants ,(50) lirioppe at the base of (3 ) trees and redid the rest .this is bbq and pick nick area.this will open the area up more for family's sod sqft (1,500)

\$4,150



## ISSUE 5

Assigned To Dog Park On Cat Brier

Plants are to big to sit in the chair I recommend we remove the plants and put in (35)1 gallon lirioppe this will keep chess station clean and shrubs low

\$380



## ISSUE 6

Assigned To Dog Park On Cat Brier

Playground/grill area needs mulching (1,872)sqft "playground safe mulch"

\$2,500 for 35 CY



## ISSUE 7

Assigned To Dog Park On Cat Brier

Area needing sod

See #9



## ISSUE 8

Assigned To Dog Park On Cat Brier

Area needs sod

See #9



## ISSUE 9

Assigned To Dog park On Cat Brier

Huge areas need to have turf removed and replaced not all areas are dying .I recommend we bring in 10 pallets of sod to fix the some of the damaged areas .then revisit at a later date .that will give the fertilizer program time to heal bad areas as well

**\$8,500**



## ISSUE 10

Assigned To Dog Park On Cat Brier

Shrub dying ,replace with (1)15 gallon viburnum

**\$165**



## ISSUE 11

Assigned To Dog Park On Cat Brier

Shrubs dying out due to lack of sun I recommend we rip out shrubs put (60)1 galleon lirioppe around the 3 trees and sod the rest to the side walk .sod sqft(3000)

**\$5,350**



## ISSUE 12

Assigned To Dog Park On Cat Brier

Tree needs to be removed out of dog park area stump ground out ,I recommend we put (1)35 gallon white crepe Myrtle tree in its place .this will match the other trees in park

**\$1,100**



## ISSUE 13

Assigned To Dog Park On Cat Brier

These trees are sick along with the bushes below .these seem to be holding on a little longer then the other sections at this park how ever they will die out with in 2 years for same reasons (heavy shade)I recommend we pull both the trees and the (42)shrubs out and plant (100) jasmine ground cover and 100sqft of sod to bring the bed in .this will match the other end of park

\$1,800



A handwritten signature in black ink, appearing to read "James", located in the upper right quadrant of the page.

# PROJECT POCKET PARKS

## 9/13/23, 2:20 PM

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pocket park on beargrass

Wednesday, September 13, 2023

Prepared For Harmony

5 Issues Identified



## ISSUE 1

Assigned To Bear Grass Park  
Sod needs to be replaced sqft(715)

\$1,500



## ISSUE 2

Assigned To Bear Grass Park  
Recommend (35) 1gallon liriope

\$280



## ISSUE 3

Assigned To Bear grass Park  
Recommend (25) 1 galleon liriope

\$200



## ISSUE 4

Assigned To Bear Grass Park  
Areas in the hedge are dying I recommend we pull them all out re-  
place with (30)3 gallon plumbago,(32)1 gallon liriope in front of the  
crepe Myrtle trees

\$1,050



## ISSUE 5

Assigned To Bear Grass Park

This is the opposite side of previous note I recommend the same pull out the hedge replace with (30)1 gallon plumbago,(32)1 gallon lirioppe

**\$1,050**

# PROJECT POCKET PARKS

## 9/14/23, 9:11 AM

---

Harmony buck lake

Thursday, September 14, 2023

Prepared For Harmony

5 Issues Identified



## ISSUE 1

Assigned To Harmony Buck Lake

Mulch in kids playground is thin in some areas I recommend a light application of playground mulch approximately (3,385)sqft of mulch

**\$2900 for (40) CY**



## ISSUE 2

Assigned To Harmony Buck Lake

Hedge around utility fence is gone only 3 bushes remaining ,I recommend we remove the remaining bushes and stumps of previous bushes and replace with (90) 3 gallon protocarpus .this will keep utilities area out of site

**\$2,200**



## ISSUE 3

Assigned To Harmony At Buck Lake Soccer Field

The field is in extremely poor condition needs to be completely replaced.

There are 2 options I would recommend.

- 1.go with artificial turf (see Jacob)
2. Regrade and resod (get with Jacob for species of turf)

Square foot of field (20,600)

Square foot of field with 5 foot extra per side (23,730)

I recommend finding out regulation sizes this measurement is the current field in play

**Bermuda Celebration Blend or similar - rip and lay of 24,000 sf  
\$49,250**

**Synthetic Turf PREMIER 1.11" with no concrete curb 24,000 sf  
\$225,000**



## ISSUE 4

Assigned To Harmony At Buck Lake Sun Dial

Both trees need to be replaced one is dead the other is leaning and sick I recommend we remove and replace with (2)25 gallon bottle brush trees it will give a little bit of color and shade perfect for this location

**\$1,350**



## ISSUE 5

Assigned To Harmony And Buck Lake Sun Dial

Recommend we fill in the missing shrubs with same type (25)3 gallon

**\$450**



# PROJECT POCKET PARKS9/14/23, 8:18 AM

---

gopher Apple Park

Thursday, September 14, 2023

Prepared For Harmony

7 Issues Identified



## ISSUE 1

Assigned To Gopher Apple Park

Park has closed it self in with 4 hedges bordering it ,the crepe Myrtle trees are sick and dying (several need to be staked up ,on site team will take care of next visit)



## ISSUE 2

Assigned To Gopher Apple Park

I recommend we remove (14) crepe Myrtle trees,there sick some have died and been removed they no longer look uniform on top of not growing properly

**\$3,150**



## ISSUE 3

Assigned To Gopher Apple Park

Shrubs are way to big and bulky for this little area.places with in the hedge have died completely out .I recommend we'll pull all the shrubs out except the (2)protocarpus hedges and replace with sod .approximately (200)shrubs

**See #4**



## ISSUE 4

Assigned To Gopher Apple Park

Sod needed to fill in the flower beds/ bad areas approximately (2,240)sqft

**\$5,000**





## ISSUE 5

Assigned To Gopher Apple Park

I recommend we put (2) bottle brush trees in the center turf area about 20 feet off each side of chess table

\$1,150



## ISSUE 6

Assigned To Gopher Apple Park

I recommend we remove the dying ground cover and replace with (20)purple fountain grass “ 10 per side “

\$510



## ISSUE 7

Assigned To Gopher Park “right Side Alley Way”

Recommend we fill in blank areas with (90)1 gallon jasmine ground cover or approximately 2 pallets of sod

\$2,215

A handwritten signature in black ink, appearing to be 'D. King', located in the upper right quadrant of the page.

# PROJECT POCKET PARK 9/14/23, 10:23 AM

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pocket park on sundrop

Thursday, September 14, 2023

Prepared For Harmony

3 Issues Identified



## ISSUE 1

Assigned To Park On Sun Drop

empty flower bed I recommend planting plumbago but open to other options

The size of the empty bed is (74x6)

**\$1,080**



## ISSUE 2

Assigned To Park On Sun drop

Juniper in some areas are dying out i recommend we fill in the gaps with (25) 3 gallon juniper

**\$450**



## ISSUE 3

Assigned To Park On Sun drop

I recommend a fresh layer of playground mulch this park also needs some regrading under the swings the approximated sqft is (2,970)

**\$2,550**



# PROJECT POCKET PARK 9/14/23, 2:42 PM

---

park in harmony estates

Thursday, September 14, 2023

Prepared For Harmony

1 Issue Identified



## ISSUE 1

Assigned To Park In Harmony Estates

I recommend we push back the cdd line ,way to much shade for anything to grow grass is dying in places ,also starting with 4 pallets of sod to fix some of the more damaged areas in the turf while the fertilizer program starts to heal the rest

**\$3,500**

A handwritten signature in black ink, appearing to read "J. King".

# PROJECT POCKET PARK 9/14/23, 10:53 AM

---

pocket park on habitat dr

Thursday, September 14, 2023

Prepared For Harmony

1 Issue Identified



## ISSUE 1

Assigned To Pocket Park On Habitat Dr

I recommend new edging for the border to keep mulch in ,starting to separate and fall apart (188 feet) currently border the play ground

Also recommend fresh playground mulch (1,302)sqft

\$1,200 for (17) CY

New border including removal and disposal of existing, material and instation with spikes \$5,250

A handwritten signature in black ink, appearing to be 'JMG', located in the upper right quadrant of the page.

# PROJECT POCKET PARK 9/14/23, 2:03 PM

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pocket park on sedges In

Thursday, September 14, 2023

Prepared For Harmony

2 Issues Identified





## ISSUE 1

Assigned To Sedges Park

Bushes on inside of the side walk need to be cut in half .I advised on site team



## ISSUE 2

Assigned To Sedges Park

Bushes on the outside are old any dying I recommend we remove all of them except viburnum and replace with (60)3 gallon plumbago and approximately (1,200)sqft of sod to bring the beds in and fixed some damaged areas

**\$3,580**

A handwritten signature in black ink, appearing to read "Harmony", located in the upper right quadrant of the page.

# PROJECT POCKET

## PARKS9/12/23, 2:03 PM

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harmony square

Tuesday, September 12, 2023

Prepared For Harmony

11 Issues Identified



## ISSUE 1

Assigned To Harmony Square

Society garlic has died out over the years .I recommend we remove and replace with the same plant “60 1 gallon society garlic “

\$510



## ISSUE 2

Assigned To Harmony Square

Society garlic has almost completely died . I recommend we remove and replace with “30 ,1gallon society garlic “

\$285



## ISSUE 3

Assigned To Harmony Square

Azalea shrubs are all dead or dying due to the over head shade .I recommend the azalea’s to be removed and replaced with “18, 3 gallon Japanese boxwoods”

\$500 for fern or pringles



## ISSUE 4

Assigned To Harmony Square

Open area at entrance to middle square.I recommend we remove liriopie next to side wall ,install “45 3 gallon coontie plants, this will match the opposite entrance

\$1,400



## ISSUE 5

Assigned To Harmony Square  
Add "20 1 gallon liriop

\$160



## ISSUE 6

Assigned To Harmony Square  
Remove liriop next to walking path fill empty area with "42 ,3 gal-  
lon coonties " this will match opposite entrance

\$1,050



## ISSUE 7

Assigned To Harmony Square  
33 crepe myrtle trees need to be thinned out and canopy level  
raised,killing the turf below due to lack of sun coming threw the  
branches

\$4,400



## ISSUE 8

Assigned To Harmony Square  
Recommend "50 ,1gallon jasmine in .this is seen soon as you pull  
in ,will also stop washout at the information sign

\$400



## ISSUE 9

Assigned To Harmony Square

I recommend removing the azaleas and replanting " 2 , 35 gallon triple roebelenii palms along with 65 1 gallon lirioppe for ground cover .

**\$1,580**



## ISSUE 10

Assigned To Harmony Square

Replace dead plants 15 ,3 gallon trimester

**\$350**



## ISSUE 11

Assigned To Harmony Square

Need around 1,500 sqft of sod to bring some of the beds in along with rounding edges that meet side walk to help prevent wash out

**\$2,250**

# **Subsection 3Aii**

# **Pruning Proposal**



## Proposal #1421

Date: 9/18/2023

### Customer:

Angel Montagna

angel.montagna@inframark.com

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, FL 34773

## Service Details

### Tree Pruning

Items	Quantity	Price/Unit	Price
Pruning for Building Clearance Per 9/2023 Field Inspection	1.00	\$3,125.00	\$3,125.00
<b>Tree Pruning:</b>			<b>\$3,125.00</b>
<b>PROJECT TOTAL:</b>			<b>\$3,125.00</b>

## Terms & Conditions

Final payment shall be made within thirty (30) days upon completion. After thirty (30) days post-completion, Benchmark Landscaping reserves the right to apply a late fee of three-percent (3%) of the outstanding balance charged every thirty (30) days that the invoice remains outstanding.

By \_\_\_\_\_

**Jacob Mootz**

Date 9/18/2023

**Benchmark Landscaping**

By \_\_\_\_\_

Date \_\_\_\_\_

**Harmony CDD**

# **Section 4**

# **Staff Reports**



# **Subsection 4A**

# **Field Manager**

# **Subsection 4Ai**

# **Monthly Report**

# **HARMONY FIELD INSPECTION**

## **9/3/23, 7:12 AM**

**Sunday, September 3, 2023**

**42 Items Identified**



**Item 1**

Assigned To Benchmark  
Needs trimming. West side entrance.

To be completed by month end  
September 2023



**Item 2**

Assigned To Benchmark  
Needs trimming. West side entrance.

Bottom brown branches to be pruned  
off by month end, September 2023



**Item 3**

Assigned To Benchmark

Needs trimming. West side entrance.

Tree shall be pruned for elevation by month end September 2023



**Item 4**

Assigned To Benchmark

Needs trimming. West side entrance.

Bottom brown branches to be pruned off by month end, September 2023



**Item 5**

Assigned To Inframark Field Service  
Pressure wash.



**Item 6**

Assigned To Benchmark  
Needs trimming and mowing.

Area inside sidewalk shows outside of our maintenance area, however we will mow during service week 9/18. Palm pruning done from ground first week of October, 2023.



**Item 7**

Assigned To Benchmark  
Needs trimming and mowing.

See Item 6



**Item 8**

Assigned To Benchmark  
Needs attention.

See Item 6



**Item 9**

Assigned To Benchmark  
Branches hanging low on Dark sky/Sundrop

Crew will prune for elevation during service week of 9/18



**Item 10**

Assigned To Benchmark  
Branches hanging low on Butterfly dr

Crew will prune for elevation during service week of 9/18





**Item 11**

Assigned To Benchmark

Branches hanging low in front of school.

Will need to coordinate pruning for elevation with District staff as school parking will prevent our access. We will contact to schedule coning off the area.



**Item 12**

Assigned To Benchmark

Branches hanging low

Crew will prune for elevation during service week of 9/25



**Item 13**

Assigned To Benchmark  
Branches hanging low by Boardwalk  
1

Crew will prune for elevation during  
service week of 9/25



**Item 14**

Assigned To Benchmark  
Branches hanging low by basketball  
court

Crew will prune for elevation during  
service week of 9/25



**Item 15**

Assigned To Benchmark

Branches hanging low by splash pad

Crew will prune for elevation during service week of 9/25



**Item 16**

Assigned To Benchmark

Needs trimming

Benchmark shall prepare an estimate to climb or provide a man lift to safely prune for shade structure clearance.



**Item 17**

Assigned To Inframark Field Service  
Replace swings

Type text here



**Item 18**

Assigned To Inframark Field Service  
Pressure wash



**Item 19**

Assigned To Benchmark

Needs trimming

Crew will prune for elevation during service week of 9/25



**Item 20**

Assigned To Inframark Field Service

Repair boards by the dock



**Item 21**

Assigned To Benchmark  
Branches hanging low on Gopher  
Apple. And mowing needed

Area was mowed during normal cycle.

Crew will prune for elevation during  
service week of 9/25



**Item 22**

Assigned To Inframark Field Service  
Pressure wash



**Item 23**

Assigned To Inframark Field Service  
Pressure wash



**Item 24**

Assigned To Inframark Field Service  
Replace swings big dog park.



**Item 25**

Assigned To Benchmark  
Tree leaning in big dog park.

See estimated costs related within  
Pocket Parks.



**Item 26**

Assigned To Benchmark  
Big Dog park entrance. Branches  
hanging low

Crew will prune for elevation during  
service week of 9/25





**Item 27**

Assigned To Benchmark  
Branches hanging low

Crew will prune for elevation during  
service week of 9/25



**Item 28**

Assigned To Inframark Field Service  
Pressure wash



**Item 29**

Assigned To Benchmark

Needs trimming. Ashley park pool

Crew will prune for elevation during service week of 9/25

Benchmark shall prepare an estimate for roof clearance of limbs overhanging the building



**Item 30**

Assigned To Benchmark

Needs trimming. Ashley park pool

Benchmark shall prepare an estimate for clearance of limbs overhanging the shade structure



**Item 31**

Assigned To Inframark Field Service  
Pressure wash sidewalks. Ashley park pool



**Item 32**

Assigned To Benchmark  
Needs trimming

**Benchmark shall prepare an estimate for clearance of limbs overhanging the shade structure**



**Item 33**

Assigned To Inframark Field Service  
Pressure wash and paint



**Item 34**

Assigned To Benchmark  
Needs trimming. Ashley park pool

Normal growth shown in between trim cycles. We will ensure trimming done by end of month September.



**Item 35**

Assigned To Benchmark  
Needs trimming. Ashley park pool

Benchmark shall prepare an estimate for roof clearance of limbs overhanging the building



**Item 36**

Assigned To Benchmark  
Branch hanging low. Ashley park pool

Crew will prune for elevation during service week of 9/25



**Item 37**

Assigned To Benchmark  
Needs trimming

Crew will prune for elevation during service week of 9/25

Benchmark shall prepare an estimate for roof clearance of limbs overhanging the building



**Item 38**

Assigned To Benchmark  
Needs attention. Swing club pool

Crew will prune for elevation during service week of 9/25



**Item 39**

Assigned To Benchmark

Needs attention. Swing club pool

Crew will prune for elevation during service week of 9/25



**Item 40**

Assigned To Benchmark

Needs attention. Swing club pool



**Item 41**

Assigned To Inframark Field Service  
Pressure wash and paint



**Item 42**

Assigned To Benchmark  
Needs trimming. Swing club pool

**Benchmark shall prepare an estimate for clearance of limbs overhanging the building**



# Work Activities Status

No Review Material Provided  
Verbal Presentations At Meeting

# **Subsection 4Aii**

# **Splash Pad Update**

No Review Material Provided  
Verbal Presentations At Meeting

# **Subsection 4B**

# **District Engineer**

# **Subsection 4Bi**

# **Garden Road Plan**

No Review Material Provided  
Verbal Presentations At Meeting

# Subsection 4Bii

## Dark Sky Drive Swale

No Review Material Provided  
Verbal Presentations At Meeting

# Subsection 4Biii

## Five Oaks Drainage

No Review Material Provided  
Verbal Presentations At Meeting

# **Subsection 4Biv**

# **Survey Proposal**

No Review Material Provided  
Verbal Presentations At Meeting

# **Subsection 4C**

# **District Counsel**



# **Subsection 4Ci**

## **VC10 Property**



**Kutak Rock LLP**  
107 West College Avenue, Tallahassee, FL 32301-7707  
office 850.692.7300

**Michael C. Eckert**  
850.567.0558  
michael.eckert@kutakrock.com

## MEMORANDUM

TO: Board of Supervisors  
Harmony CDD

FROM: Michael C. Eckert  
Kutak Rock LLP

DATE: September 19, 2023

RE: October 2019 Purchase of Property by CDD; Corresponding Special Assessments

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A matter was raised in a recent audit that our firm needs to bring to the Board's attention. It appears in 2019 that the CDD acquired Parcel ID #30-26-32-2614-TRAC-VC10 (the "Property") from a landowner that was subject to a debt service special assessment lien imposed by the CDD. It is our further understanding that neither the seller nor the CDD fully paid the debt assessment lien on the Property at closing. Instead, the CDD has been budgeting and paying the annual special assessment amount for the parcel, which has allowed the CDD to make the full debt service bond payment to the bond trustee.

This transaction is problematic. In general, a CDD cannot be the owner of property that is subject to a lien that can be foreclosed. In addition, an entity cannot generally have a lien on property it owns. Therefore, there is no special assessment lien currently against the Property. Finally, because the debt assessment lien is on property that cannot by law be foreclosed, the transaction is inconsistent with applicable bond covenants. Therefore, remedial action is needed. There are two primary options.

First, the District can pay the trustee the remaining debt assessment on the Property. According to the last audit report, the total debt assessment due on the property is \$263,980 as of September 30, 2022. The District should also review its Continuing Disclosure Agreement to determine if the details of this transaction and cure are required to be posted to the Electronic Municipal Market Access ("EMMA") repository. This option has the highest, current out-of-pocket expense but with the lowest transaction cost and lowest overall cost.

Second, the District can authorize district counsel and engage bond counsel to attempt to negotiate an agreement with the trustee and bondholders to: i) recognize the transaction that occurred in 2019 and ii) change the pledged revenue stream for the Property from special assessments to a contractual obligation to pay an annual amount equal to the lost special assessment payment. This option has the lowest, current out of pocket expense but with the highest transaction cost and

# KUTAKROCK

highest overall costs. Bond counsel rates, trustee fees and trustee counsel rates are typically high due to the degree of specialty required. In addition, it can sometimes be time-consuming to track down a majority of bondholders if their consent is required. Without first speaking to bond counsel, I cannot estimate the transaction costs associated with this option. However, this may also be the only viable option if the District does not have funds on hand necessary to execute the first option. If the Board is to pursue this option, we recommend the District direct its dissemination agent to immediately post a notice on EMMA of the 2019 transaction as well as the efforts underway to negotiate an agreement.

I look forward to discussing this matter with you at the meeting next week.

# **Subsection 4Cii**

# **Stormwater Facility**

No Review Material Provided  
Verbal Presentations At Meeting

# **Subsection 4Ciii**

# **Spending Authority**

**COPY****KUTAKROCK**

**Kutak Rock LLP**  
107 West College Avenue, Tallahassee, FL 32301-7707  
office 850.692.7300

**Michael C. Eckert**  
850.567.0558  
michael.eckert@kutakrock.com

**MEMORANDUM**

**TO:** Board of Supervisors  
Harmony CDD

**FROM:** Michael C. Eckert  
Kutak Rock LLP

**DATE:** September 19, 2023

**RE:** Sample Spending Authorization Resolution; Existing Procurement Process

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In many of the CDDs our firm represents, the Board has adopted a resolution which sets forth the authority and spending limits for district staff and the chair. A sample of this resolution is attached as **Exhibit A** for your information and review.

We are also aware that the District previously implemented a Procurement Policy and Procedure resulting in significant savings to the residents. A copy of that Policy is attached as **Exhibit B**.

The Board is being asked to decide whether it wants district counsel to draft a spending authorization resolution for the board's consideration at its October or November meeting. If this effort is approved by the Board, it would make sense at the same time for district counsel to review the existing Procurement Policy and Procedure to ensure the District's approach to cost control is consistent.

I look forward to discussing this matter with you at the meeting next week.

**EXHIBIT A**

**RESOLUTION 2023-\_\_**

**A RESOLUTION OF THE \_\_\_\_\_ COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the 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**, Section 190.011(5) of the Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, Rule 1.1(2)(f) of the District’s Rules of Procedure contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

**WHEREAS**, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds with prior approval by the District’s Property Manager, District Manager/Secretary, and/or Chair, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE \_\_\_\_\_ COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1. Payment of Expenses.**

**A. Continuing Expenses.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- 1.** The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
- 2.** The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.

- 3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

**B. Non-Continuing Expenses.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District’s facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

- 1. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the Property Manager; and
- 2. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the District Manager/Secretary; and
- 3. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the District Manager/Secretary and Chair of the Board of Supervisors, if in the judgment of the District Manager/Secretary and Chair such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

Before any expenditure is made under Section 1.B.1., the Property Manager shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

Before any expenditure is made under Section 1.B.2. or section 1.B.3, the District Manager/Secretary shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

**C. Emergency Expenses.** For emergency expenses exceeding the authorization in section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District’s Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager/Secretary and (ii) the Chair of the Board of Supervisors, or in his or her absence, the Vice Chair, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this



Resolution, the term “emergency expense” means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District’s interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

**Section 2. Board Consideration.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

**Section 3. 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 4. Effective Date; Conflicts.** This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
**COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair

**EXHIBIT B**

**PROCUREMENT POLICY AND PROCEDURE**

## PROCUREMENT POLICY AND PROCEDURE

### PROCUREMENT POLICY

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

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

### REQUIREMENTS FOR ALL PROCUREMENTS

- Ensure tax is not included in the quoted price.
- Due diligence to obtain the best price is required no matter the purchase price.
- If the required number of quotes are not obtainable due to lack of vendor interest/response, provide the reason in writing to the DM when submitting the quotes.
- All District invoices must comply with section 218.7, Florida Statutes, Prompt Payment Act governing payment for goods or services by government agencies.
- Any agreement that obligates the District into the future, such as contracting for mobile phone service, contracting for internet services, or ongoing rental or purchase over time of equipment must be approved by the Board and signed by the District Manager, regardless of price.

### EXEMPTION LIST

The following expenditures are exempt from the Procurement Procedure:

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

### WAIVER OF REQUIREMENTS

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

**BID RIGGING**

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

**UNAUTHORIZED PROCUREMENTS**

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

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

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

**ENFORCEMENT**

Violation of the Procurement Policy and Procedures:

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

**CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)**

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

**VENDOR RELATIONS**

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

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

**CHANGE ORDERS**

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Change orders are discouraged and subject to the approval of the Board when the cumulative amount of proposed change order(s) will exceed \$5,000 or 10% of contract value, whichever is less. The District Manager may, in consultation with the Board Chair, approve change orders provided the cumulative amount of all change orders on a given contract do not exceed \$5,000 or 10% of contract value, whichever is less.

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## PROCUREMENT PROCEDURE

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

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

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

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

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. if requesting services, a scope of work to be provided to each vendor in obtaining quotes; and
  - c. estimated cost of purchase; and
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2. Then, if the DM approves moving forward with the purchase:
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  - c. If quotes are less than \$5000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to the information provided in Step 1. above and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
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    - iii. request further information or quotes.
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Procurement for service or product between \$5000.00 and the Florida's statutory amount requiring formal, sealed, competitive bidding.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. for a product, a detailed Specifications of that product, if requesting services, the Scope of Work which will be provided to each vendor in obtaining quotes. The Scope of Work shall be developed by the District Engineer if the service involves any transportation or drainage work; and
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  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to the statutorily mandated process.
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Procurement for service or product between \$5000.00 and the Florida's statutory amount requiring formal, sealed, competitive bidding.

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  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to the statutorily mandated process.
  - c. If quotes are less than Florida's statutory amount requiring formal, sealed, competitive bidding, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to information provided in 1. above, and submit this information to the Board at the next regular meeting.
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# **Subsection 4D**

# **District Manager**



# **Subsection 4Di**

## **Verbatim Minutes**

No Review Material Provided  
Verbal Presentations At Meeting

# **Subsection 4Dii**

# **District Website**

**AGREEMENT BETWEEN HARMONY COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD. LLC, D/B/A CAMPUS SUITE, FOR WEBSITE CREATION AND MANAGEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is entered into as of this 1st day of June 2023 by and between:

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 313 Campus Street, Celebration, Florida 34747 (the “**District**”), and

**INNERSYNC STUDIO, LTD. LLC, d/b/a CAMPUS SUITE**, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information (“**Website**”); and

**WHEREAS**, the District has a need to obtain a qualified independent contractor to deliver a functional, responsive and working ADA-compliant (hereinafter defined) Website, maintain, operate and manage the Website and perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act (“**ADA**”), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the scope of services attached hereto as **Exhibit A** and made a part herein (collectively, the “**Services**”); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

**WHEREAS**, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

**A. INITIAL WEBSITE REMEDIATION.** Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i.** provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii.** convert up to 1,500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii.** provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv.** provide options to create a District-branded design (colors, logo, etc.);
- v.** provide Contractor's ADA compliance shield, seal or certification for display on the Website ("**Compliance Shield**");
- vi.** cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii.** eliminate and prevent any commercial advertising on the Website;
- viii.** eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;
- ix.** secure "https" certification and provide secure "cloud" hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;

- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**B. MAINTENANCE.** Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. remediate new documents, unlimited. For any agenda packages, Contractor shall turn around the remediated version within two (2) business days. Any updates or fixes to the agendas requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;
- ii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;
- iii. manage and maintain the Website;
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;

- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;
- vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;
- viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;
- ix. continue to provide and update, as needed, those Services identified in Section 2(A)(ii), (v), (viii), and (x); and
- x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**C. ADDITIONAL SERVICES.** In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. providing a point of contact to respond to requests for Website accommodation;
- ii. converting documents for a public records requests received by the District;
- iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

**SECTION 3. COMPENSATION.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. INITIAL WEBSITE REMEDIATION.** For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of One Thousand

Five Hundred Twelve Dollars and Thirty Cents (\$1,512.30) for the on-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

**B. MAINTENANCE.** For performance of the Services as provided in Section 2(B) of this Agreement, starting June 1, 2023, the District shall pay Contractor One Thousand Five Hundred Fifty-Two Dollars and Fifty Cents (\$1,552.50) per year. Parties understand and acknowledge that this includes, but is not limited to, the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District.).

**C. ADDITIONAL CONVERSIONS.** For remediating and converting any existing documents above 1500 pages that the District desires to include on its initial website, Contractor shall provide such services for an amount not to exceed One Dollar and Twenty-Five Cents (\$1.25) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

**D. INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

#### **SECTION 4. TERM AND TERMINATION.**

**A. TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

**SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to Contractor, Contractor shall correct such defects within thirty (30) days.

**SECTION 6. INTELLECTUAL PROPERTY.**

**A. CONTRACTOR MATERIALS.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this



Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY.** Pursuant to this Agreement, Contractor shall provide the District a Compliance Shield and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**SECTION 7. PUBLIC RECORDS.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Sandra Demarco** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, PUBLICRECORDS@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.**

**SECTION 8. INDEMNITY.**

**A.** Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website-related claim by a third party, arising out of, wholly or in part by, Contractor's reckless or intentionally wrongful acts or omissions. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**SECTION 9. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 10. GENERAL PROVISIONS.**

**A. CONFLICTS.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

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

**C. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by

Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. DISPUTE RESOLUTION.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in and for Osceola County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**F. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**G. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District’s right to protect its rights from interference by a third-party to this Agreement.

**I. NOTICES.** All notices, requests, consents, and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**If to Contractor:** Innersync Studio, Ltd. LLC,  
d/b/a Campus Suite  
752 Dunwoodie Drive  
Cincinnati, Ohio 45230  
Attn: Ted Saul

**If to District:** Harmony Community  
Development District  
313 Campus Street  
Celebration, Florida 34747  
Attn: District Manager

**With a copy to:** Kutak Rock, LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

**J. ENTIRE AGREEMENT.** This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

**K. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**L. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**M. AMENDMENTS.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. FORCE MAJEURE.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. SURVIVAL.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. WAIVER.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

**Q. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**R. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**S. DESCRIPTIVE HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**T. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

Angel Montagna  
Secretary/Assistant Secretary

Teresa Kramer  
Vice/Chairperson, Board of Supervisors

WITNESS:

**INNERSYNC STUDIO, LTD. LLC,  
D/B/A CAMPUS SUITE, an Ohio limited  
liability company**

Gavin Thompson  
Print Name: Account Manager

[Signature]  
By: Account Manager (Title)

**Exhibit A: Scope of Services**

**Exhibit A**  
**Scope of Services**

**Pricing**

Effective date: 03 / 01 / 2023

<b>Implementation</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"> <li>• Migration website pages and present on a staged website for approval</li> <li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>	1	\$1,512.30
<hr/>		
<b>Annual ongoing services</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>Website services</b> <ul style="list-style-type: none"> <li>• Hosting, support and training for users</li> <li>• Website management tools to make updates</li> <li>• Secure certification (https)</li> <li>• Monthly accessibility site reporting, monitoring and error corrections</li> </ul>	1	\$615.00
<hr/>		
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"> <li>• Remediation of all PDFs stored on your website\</li> <li>• Dashboard for reporting and managing all PDFs</li> <li>• 48-hour turnaround for fixes for board agendas</li> <li>• PDF manager dashboard</li> </ul>	Unlimited	\$937.50
<hr/>		
<b>Social Media Manager</b>		Included
<b>Total:</b>		<b>\$3,064.80</b>



## Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.
4. **Monthly Auditing and Remediation Services.**
1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
  2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
  3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

## Web Site Onboarding—1500 pages

**Web site—onboarding (1500 pg max before \$\$ kicks in?? discussed April 2023)---historic minutes, agendas, rules, policies, resolutions**

### Contract language--

C. **ADDITIONAL CONVERSIONS.** For remediating and converting any existing documents above 1500 pages that the District desires to include on its initial website, Contractor shall provide such services for an amount not to exceed One Dollar and Twenty-Five Cents (\$1.25) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

### Discussion at April 2023 Mtg— Harmony CDD April 27, 2023, meeting pg 57

1812 Ms. Kramer stated they will probably want to look over them. I just want to make sure that  
1813 there is no chance we are going to meet or exceed the 1,500 pages. We could exceed it if they are  
1814 going to basically say anything that comes across, even though it does not need remediation  
1815 because they are touching it, is one of the 1,500 pages, right? So we just need that clarified.  
1816 Mr. Leet stated right because our position is that everything that is on there right now is screen  
1817 readable and ADA compliant. The only thing that needs to be scrubbed would be there new design,  
1818 and then going forward anything that we send to them.  
1819 Ms. Kramer stated that we just need to be sure of. Their email states unlimited page provision  
1820 in the cost, and but I only saw unlimited remediation, not posting. Page 211 states “PDF documents  
1821 cost \$1.05 to \$1.75 a page to post.”  
1822 Ms. Montagna stated it is unlimited posting. What they used to have, which they have taken  
1823 off probably in the last six months prior to when this first started, they allowed 750 pages annually  
1824 to be posted to your website for free. That is when a lot of the districts were not expending that  
1825 extra money, so we just want the agenda page posted, not the full package. In the last six months,  
1826 they have done away with that, and it was like \$1.05 or something per page over 750 annually.  
1827 They have done away with that, and it is unlimited.  
1828 Ms. Kramer stated okay, we just need to be sure because it is still in their documents that they  
1829 revised and sent to us.  
1830 Ms. Phillips stated but they sent clarification.  
1831 Ms. Montagna stated no, it is clarified.  
1832 Ms. Phillips stated because I knew that. They sent comments; otherwise, we would not even  
1833 be looking at that.  
1834 Ms. Montagna stated correct.  
1835 Ms. Phillips stated you went through this with us before.  
1836 Ms. Kassel stated I know it was clear last month.  
1837 Ms. Kramer stated I just want to be sure.  
1838 Ms. Montagna stated it is stated in there.  
1839 Ms. Phillips stated it is going to cost \$3,000 for the first year because we have the \$1,500 to  
1840 get it up and going, and then it is approximately \$1,500 a year going forward.  
1841 Ms. Montagna stated correct.  
1842 Ms. Phillips stated so we are looking at \$120 a month.  
1843 Ms. Montagna stated they only charge you just one time annually.

1844 Ms. Phillips stated I know but I meant budget wise.

1845 Ms. Kassel stated Mr. Leet, I want to know from you whether you feel this is a good proposal,  
1846 a good investment, the company is trustworthy, and doing what they promised to do.

1847 Mr. Leet stated I would like to take a look for another month. It is not urgent. If we are going  
1848 to do anything, having it in place before the fiscal year would be good for me.

1849 Ms. Phillips stated the other thing to keep in mind is if we do pay for one year and we do not  
1850 like them, we do not have to get them back the following year.

# **Subsection 4Diii**

## **Storage Boxes**

**From:** Demarco, Sandra <[sandra.demarco@inframark.com](mailto:sandra.demarco@inframark.com)>

**Sent:** Tuesday, September 12, 2023 4:16 PM

**To:** Hayes, Lynn <[Lynn.Hayes@inframark.com](mailto:Lynn.Hayes@inframark.com)>; Davis, Paula <[paula.davis@inframark.com](mailto:paula.davis@inframark.com)>; Griffith, Idalia <[Idalia.Griffith@inframark.com](mailto:Idalia.Griffith@inframark.com)>; Babouri, Charlie <[Charlie.Babouri@inframark.com](mailto:Charlie.Babouri@inframark.com)>; Randel, Helena <[Helena.Randel@inframark.com](mailto:Helena.Randel@inframark.com)>

**Cc:** Montagna, Angel <[Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)>

**Subject:** RE: Harmony CDD - RE: August agenda package and invoices, and questions from June agenda

Hi Lynn,

With regard to the records storage/digitizing fees:

- They currently have 52 boxes in storage because in the past they chose to keep all records permanently. The monthly cost to them for storage would be \$780 (\$15 per box). If they finally choose to adopt the State GS1-SL schedule, they would only have 20 boxes of permanent records left in storage and the monthly storage fee would be \$300 (\$15 per box).
- The digitizing is a onetime \$250 per box fee, with an annual fee of \$50 to maintain digitally. Total onetime fee to digitize all 52 boxes (32 of which are past retention) would be \$13,000. Total onetime fee to digitize 20 boxes of permanent records would be (\$4,000).

Best regards,

Sandra

**Sandra Demarco** | Recording Manager



210 N. University Drive, Suite 702 | Coral Springs, FL 33071  
(O) 954.282.0081 (M) 954.480.7810 | [www.inframarkims.com](http://www.inframarkims.com)

**Please note:** Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. **Please do not reply "to all"**.

# **Section 5**

# **Consent Agenda**

# Subsection 5A

# Minutes

{ Two Meetings }  
Markup Review Versions  
Delivered Under [Separate Cover](#)



# **Subsection 5B**

# **Financials**

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Charlie Babouri, Accountant**  
**CC: Angel Montagna, District Manager**  
**DATE: September 18, 2023**  
**SUBJECT: August 2023 Financials**

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Please find the attached August 2023 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 Charlie.Babouri@Inframark.com.

**General Fund**

- Total Revenue through August is approximately 103% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 99.6%.
  - Insurance Reimbursements - Includes reimbursements received from Florida Insurance Alliance.
  - Garden Lot - Includes lease payments for garden lot.
  
- Total Expenditures through August are at 83% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through August 2023.
    - ProfServ-Engineering - Pegasus Engineering services through July 2023.
    - ProfServ-Legal Services - Kutak Rock general counsel through August 2023.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Property Appraiser - Annual fees charged by Katrina S Scarborough property appraiser's office.
    - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
    - ProfServ-Special Assessment - Assessment roll services.
    - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
    - Rental - Meeting Room - Includes charges for Zoom, Amazon ethernet switch, Microsoft email, web hosting, and onboarding of ADA compliant website.
    - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Legal Advertising - Legal and public notices by Sun Publications.
    - Misc-Records Storage - Includes charges for records research and monthly records storage.
    - 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 through January 2023.
    - Contracts-Trees & Trimming - Contract with Servello and Sons through January 2023.
    - Contracts-Trash & Debris Removal - Contract with Servello and Sons through January 2023.
    - Contracts-Landscape - Contract with Servello and Sons through January 2023. Includes credit on November 2022 and January 2023 invoices. New vendor as of February 2023 is Benchmark Landscaping.
    - Contracts-Shrub/Ground Cover - Contract with Servello and Sons through January 2023.
    - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons through January 2023. New vendor as of February 2023 is Benchmark Landscaping.
    - R&M-Trees and Trimming - Includes tree trimming and replacement by Servello and Sons, Brightview Landscape Services, and Benchmark Landscaping.
  - ▶ 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. Also includes pool pump by Spies Pool, splash pad fountain repairs by Professional Fountain Services, and pool motor replacement by Florida Aqua Group.
    - R&M-User Supported Facility - Includes jet clean line at dog park and poolhouse bathroom repairs by Tom Parrish Plumbing.
    - R&M-Parks & Facilities - Various supplies and repairs, including dog waste bags, field staff supplies, swing repair, bathroom exhaust fan deposit, patio umbrellas, gate, mower tires, electrical panel repairs, signs, and two benches.
    - R&M-Invasive Plant Maintenance - Includes wetland exotics treatment by Aquatic Weed Management and annual monitoring and reporting by Bowman and Blair Ecology.
    - Security Enhancements - Includes internet service, access control cards, repair to dock access control unit, and lock replacement.
    - Op Supplies-Fuel, Oil - Includes fuel purchases.
    - Capital Outlay-Vehicles - Includes 2022 club car, purchased from Advantage Golf Cars.
  - ▶ Debt Service
    - Principal Expense - Principal portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund in March 2023.
    - Interest Expense - Interest portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund in March 2023.

**General Fund Reserves**

- ▶ \$60,440 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures, plus \$300,000 fund balance transferred from General Fund in FY23, minus \$786,566 FY23 expenditures.
  - Reserve-Other - Includes storm drain repairs by Atlantic Pipe Services, road grading and stone by Gary's Grading Inc, gazebo awning repairs by Sunshades Awning, and pay apps 1 and 2 towards roadway rehab project by Carr and Collier.

HARMONY  
Community Development District

**Financial Statements**

**(Unaudited)**

**August 31, 2023**

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**Balance Sheet**  
August 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>					
Cash - Checking Account	\$ 490,778	\$ -	\$ -	\$ -	\$ 490,778
Accounts Receivable	319	-	-	-	319
Due From Other Funds	-	92,167	-	41,813	133,980
Investments:					
Money Market Account	708,626	-	-	-	708,626
Prepayment Account	-	-	18,510	26,511	45,021
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	646,822	284,276	931,098
Prepaid Items	3,001	-	-	-	3,001
<b>TOTAL ASSETS</b>	<b>\$ 1,202,724</b>	<b>\$ 92,167</b>	<b>\$ 1,272,645</b>	<b>\$ 692,600</b>	<b>\$ 3,260,136</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 57,496	\$ 31,727	\$ -	\$ -	\$ 89,223
Due To Other Funds	120,016	-	13,964	-	133,980
<b>TOTAL LIABILITIES</b>	<b>177,512</b>	<b>31,727</b>	<b>13,964</b>	<b>-</b>	<b>223,203</b>
<b>FUND BALANCES</b>					
<b>Nonspendable:</b>					
Prepaid Items	3,001	-	-	-	3,001
<b>Restricted for:</b>					
Debt Service	-	-	1,258,681	692,600	1,951,281
<b>Assigned to:</b>					
Operating Reserves	467,801	-	-	-	467,801
<b>Unassigned:</b>	554,410	60,440	-	-	614,850
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,025,212</b>	<b>\$ 60,440</b>	<b>\$ 1,258,681</b>	<b>\$ 692,600</b>	<b>\$ 3,036,933</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,202,724</b>	<b>\$ 92,167</b>	<b>\$ 1,272,645</b>	<b>\$ 692,600</b>	<b>\$ 3,260,136</b>

HARMONY

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 3,678	\$ 3,372	\$ 45,904	\$ 42,532
Interest - Tax Collector	-	-	18,049	18,049
Special Assmnts- Tax Collector	2,452,225	2,452,225	2,412,788	(39,437)
Special Assessments-Tax Collector-VC1	(28,737)	(28,737)	-	28,737
Special Assmnts- Discounts	(98,088)	(98,088)	(77,003)	21,085
Other Miscellaneous Revenues	-	-	5,373	5,373
Access Cards	1,200	1,100	1,060	(40)
Insurance Reimbursements	-	-	7,709	7,709
Facility Revenue	600	550	-	(550)
User Facility Revenue	15,000	13,750	(24)	(13,774)
Garden Lot	1,207	1,111	1,292	181
<b>TOTAL REVENUES</b>	<b>2,347,085</b>	<b>2,345,283</b>	<b>2,415,148</b>	<b>69,865</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	14,000	12,837	9,400	3,437
FICA Taxes	1,071	979	719	260
ProfServ-Arbitrage Rebate	1,200	1,200	600	600
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	60,000	55,000	86,854	(31,854)
ProfServ-Legal Services	60,000	55,000	67,816	(12,816)
ProfServ-Mgmt Consulting	69,250	63,481	63,479	2
ProfServ-Property Appraiser	392	392	694	(302)
ProfServ-Recording Secretary	4,200	3,850	3,850	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	10,160	10,160	-
Auditing Services	4,400	4,400	4,400	-
Postage and Freight	1,000	913	4,051	(3,138)
Rental - Meeting Room	3,000	2,750	3,211	(461)
Insurance - General Liability	28,000	28,000	18,732	9,268
Printing and Binding	-	-	1,309	(1,309)
Legal Advertising	1,000	913	1,625	(712)
Miscellaneous Services	-	-	773	(773)
Misc-Records Storage	1,500	1,375	2,494	(1,119)
Misc-Assessment Collection Cost	49,045	49,045	47,445	1,600
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>318,715</b>	<b>300,792</b>	<b>338,109</b>	<b>(37,317)</b>

HARMONY  
Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Field</u></b>				
ProfServ-Field Management	338,872	310,629	310,633	(4)
Trailer Rental	8,500	7,792	4,844	2,948
<b>Total Field</b>	<b>347,372</b>	<b>318,421</b>	<b>315,477</b>	<b>2,944</b>
<b><u>Landscape Services</u></b>				
Contracts-Mulch	146,608	134,391	-	134,391
Contracts-Irrigation	42,822	39,254	14,274	24,980
Contracts-Trees & Trimming	46,909	43,000	15,636	27,364
Contracts-Annuaals	12,672	11,616	3,500	8,116
Contracts-Trash & Debris Removal	19,565	17,935	6,522	11,413
Contracts - Landscape	294,685	270,128	471,187	(201,059)
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	78,901	28,691	50,210
R&M-Irrigation	30,000	27,500	8,667	18,833
R&M-Trees and Trimming	40,000	36,663	38,510	(1,847)
Miscellaneous Services	35,000	32,087	-	32,087
<b>Total Landscape Services</b>	<b>754,335</b>	<b>691,475</b>	<b>586,987</b>	<b>104,488</b>
<b><u>Utilities</u></b>				
Electricity - General	40,700	37,308	32,672	4,636
Electricity - Streetlights	121,000	110,917	115,243	(4,326)
Utility - Water & Sewer	198,000	181,500	144,396	37,104
<b>Total Utilities</b>	<b>359,700</b>	<b>329,725</b>	<b>292,311</b>	<b>37,414</b>
<b><u>Operation &amp; Maintenance</u></b>				
Utility - Refuse Removal	3,000	2,750	3,412	(662)
R&M-Ponds	20,000	18,333	6,708	11,625
R&M-Pools	35,000	32,083	30,649	1,434
R&M-Roads & Alleyways	2,000	1,837	-	1,837
R&M-Sidewalks	20,000	18,333	-	18,333
R&M-Streetlights	10,000	9,167	-	9,167
R&M-Vehicles	15,000	13,750	6,111	7,639
R&M-User Supported Facility	5,000	4,583	1,015	3,568
R&M-Equipment Boats	10,000	9,167	8,404	763
R&M-Parks & Facilities	25,000	22,913	60,160	(37,247)
R&M-Garden Lot	2,000	1,833	171	1,662
R&M-Invasive Plant Maintenance	105,000	96,250	53,550	42,700
Security Enhancements	5,700	5,225	9,505	(4,280)
Op Supplies - Fuel, Oil	8,000	7,333	1,529	5,804

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Cap Outlay - Vehicles	30,000	30,000	10,961	19,039
<b>Total Operation &amp; Maintenance</b>	<b>295,700</b>	<b>273,557</b>	<b>192,175</b>	<b>81,382</b>
 <b><u>Debt Service</u></b>				
Principal Debt Retirement	13,507	13,507	13,507	-
Interest Expense	13,093	13,093	13,093	-
<b>Total Debt Service</b>	<b>26,600</b>	<b>26,600</b>	<b>26,600</b>	<b>-</b>
 <b>TOTAL EXPENDITURES</b>				
	<b>2,102,422</b>	<b>1,940,570</b>	<b>1,751,659</b>	<b>188,911</b>
 Excess (deficiency) of revenues				
Over (under) expenditures	244,663	404,713	663,489	258,776
 <b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	-	-	(300,000)	(300,000)
Contribution to (Use of) Fund Balance	244,663	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>244,663</b>	<b>-</b>	<b>(300,000)</b>	<b>(300,000)</b>
 Net change in fund balance				
	\$ 244,663	\$ 404,713	\$ 363,489	\$ (41,224)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>661,723</b>	<b>661,723</b>	<b>661,723</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 906,386</b>	<b>\$ 1,066,436</b>	<b>\$ 1,025,212</b>	



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	-	-	-	-
<b><u>EXPENDITURES</u></b>				
<b><u>Operation &amp; Maintenance</u></b>				
Reserve - Other	300,000	300,000	786,566	(486,566)
<b>Total Operation &amp; Maintenance</b>	300,000	300,000	786,566	(486,566)
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>300,000</b>	<b>786,566</b>	<b>(486,566)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(300,000)	(300,000)	(786,566)	(486,566)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	-	300,000	300,000
Contribution to (Use of) Fund Balance	(300,000)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(300,000)</b>	<b>-</b>	<b>300,000</b>	<b>300,000</b>
Net change in fund balance	\$ (300,000)	\$ (300,000)	\$ (486,566)	\$ (186,566)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>547,006</b>	<b>547,006</b>	<b>547,006</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 247,006</b>	<b>\$ 247,006</b>	<b>\$ 60,440</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 61	\$ 55	\$ 25,679	\$ 25,624
Special Assmnts- Tax Collector	1,217,276	1,217,276	1,209,810	(7,466)
Special Assmnts- Discounts	(48,691)	(48,691)	(38,611)	10,080
<b>TOTAL REVENUES</b>	<b>1,168,646</b>	<b>1,168,640</b>	<b>1,196,878</b>	<b>28,238</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	24,345	24,345	23,790	555
<b>Total Administration</b>	<b>24,345</b>	<b>24,345</b>	<b>23,790</b>	<b>555</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	695,000	695,000	695,000	-
Principal Prepayments	-	-	75,000	(75,000)
Interest Expense	459,663	459,663	457,844	1,819
<b>Total Debt Service</b>	<b>1,154,663</b>	<b>1,154,663</b>	<b>1,227,844</b>	<b>(73,181)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,179,008</b>	<b>1,179,008</b>	<b>1,251,634</b>	<b>(72,626)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(10,362)	(10,368)	(54,756)	(44,388)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(10,362)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(10,362)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (10,362)	\$ (10,368)	\$ (54,756)	\$ (44,388)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,313,437</b>	<b>1,313,437</b>	<b>1,313,437</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,303,075</b>	<b>\$ 1,303,069</b>	<b>\$ 1,258,681</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 40	\$ 37	\$ 3,734	\$ 3,697
Special Assmnts- Tax Collector	796,597	796,597	686,509	(110,088)
Special Assmnts- Other	26,600	26,600	26,600	-
Special Assmnts- Prepayment	-	-	929,892	929,892
Special Assmnts- Discounts	(31,864)	(31,864)	(21,910)	9,954
<b>TOTAL REVENUES</b>	<b>791,373</b>	<b>791,370</b>	<b>1,624,825</b>	<b>833,455</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	15,932	15,932	13,499	2,433
<b>Total Administration</b>	<b>15,932</b>	<b>15,932</b>	<b>13,499</b>	<b>2,433</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	390,000	390,000	390,000	-
Principal Prepayments	-	-	2,010,000	(2,010,000)
Interest Expense	389,775	389,775	360,269	29,506
<b>Total Debt Service</b>	<b>779,775</b>	<b>779,775</b>	<b>2,760,269</b>	<b>(1,980,494)</b>
<b>TOTAL EXPENDITURES</b>	<b>795,707</b>	<b>795,707</b>	<b>2,773,768</b>	<b>(1,978,061)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(4,334)	(4,337)	(1,148,943)	(1,144,606)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(4,334)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(4,334)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (4,334)	\$ (4,337)	\$ (1,148,943)	\$ (1,144,606)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,841,543</b>	<b>1,841,543</b>	<b>1,841,543</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,837,209</b>	<b>\$ 1,837,206</b>	<b>\$ 692,600</b>	

HARMONY  
Community Development District

**Supporting Schedules**

**August 31, 2023**

**HARMONY**  
Community Development District

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

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund	Series 2014 Debt Service Fund <sup>(1)</sup>	Series 2015 Debt Service Fund <sup>(1)</sup>
<b>ASSESSMENTS LEVIED FY 2023</b>				\$ 4,328,217	\$ 2,423,488	\$ 1,215,175	\$ 689,554
Allocation %				100%	55.99%	28.08%	15.93%
11/17/22	\$ 13,410	\$ 704	\$ 274	\$ 14,387	\$ 8,056	\$ 4,039	\$ 2,292
11/22/22	\$ 286,879	\$ 12,197	\$ 5,855	\$ 304,931	\$ 170,739	\$ 85,611	\$ 48,580
12/09/22	\$ 2,729,319	\$ 116,043	\$ 55,700	\$ 2,901,062	\$ 1,624,385	\$ 814,492	\$ 462,185
12/22/22	\$ 213,418	\$ 8,631	\$ 4,355	\$ 226,405	\$ 126,771	\$ 63,565	\$ 36,070
Adjustment <sup>(2)</sup>	\$ (37,649)	\$ (1,569)	\$ -	\$ (39,217)	\$ (21,959)	\$ (11,011)	\$ (6,248)
01/10/23	\$ 113,868	\$ 3,594	\$ 2,324	\$ 119,785	\$ 67,071	\$ 33,630	\$ 19,084
01/10/23	\$ 4,701	\$ 148	\$ 96	\$ 4,945	\$ 2,769	\$ 1,388	\$ 788
02/07/23	\$ 2,955	\$ 44	\$ 60	\$ 3,059	\$ 1,713	\$ 859	\$ 487
02/08/23	\$ 43,734	\$ 982	\$ 893	\$ 45,609	\$ 25,537	\$ 12,805	\$ 7,266
03/08/23	\$ 22,648	\$ 233	\$ 462	\$ 23,344	\$ 13,071	\$ 6,554	\$ 3,719
04/10/23	\$ 94,350	\$ (41)	\$ 1,926	\$ 96,235	\$ 53,884	\$ 27,018	\$ 15,332
04/10/23	\$ 5,755	\$ -	\$ 117	\$ 5,873	\$ 3,288	\$ 1,649	\$ 936
05/09/23	\$ 103,058	\$ (2,971)	\$ 2,103	\$ 102,190	\$ 57,219	\$ 28,691	\$ 16,281
05/09/23	\$ 521	\$ -	\$ 11	\$ 531	\$ 297	\$ 149	\$ 85
Adjustment <sup>(2)</sup>	\$ (12,088)	\$ (472)	\$ -	\$ (12,559)	\$ (7,032)	\$ (3,526)	\$ (2,001)
06/09/23	\$ 23,359	\$ -	\$ 491	\$ 23,851	\$ 13,355	\$ 6,696	\$ 3,800
06/09/23	\$ 2,187	\$ -	\$ 46	\$ 2,233	\$ 1,250	\$ 627	\$ 356
06/16/23	\$ 476,424	\$ -	\$ 10,021	\$ 486,444	\$ 272,374	\$ 136,572	\$ 77,498
<b>TOTAL</b>	\$ 4,086,849	\$ 137,523	\$ 84,734	\$ 4,309,107	\$ 2,412,788	\$ 1,209,810	\$ 686,509

Collected in % 99.6%

<b>TOTAL OUTSTANDING</b>	\$ 19,110	\$ 10,700	\$ 5,365	\$ 3,045
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Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

Note (2): Adjustments made by the Osceola County Tax Collector.

**HARMONY**  
Community Development District

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**Cash and Investment Report**  
*August 31, 2023*

<b>General Fund</b>
---------------------

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$490,778
Money Market Account	BankUnited	Money Market Account	n/a	5.15%	\$708,626
					<b>Subtotal</b>
					\$1,199,404

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

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$646,822
Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$18,510
Series 2015 Prepayment Fund	US Bank	US Bank Gcts	n/a	3.80%	\$26,511
Series 2015 Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$284,276
					<b>Subtotal</b>
					\$1,923,432
					<b>Total</b>
					<b>\$3,122,836</b>

# **Subsection 5C**

## **Approvals**

**Invoice Approval Report# 280**

**SEPTEMBER 15 2023**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
BENCHMARK	1045	R	\$ 55,000.00
		Vendor Total	<u>55,000.00</u>
CARR AND COLLIER INC	3	R	\$ 31,727.00
		Vendor Total	<u>31,727.00</u>
CHARTER COMMUNICATIONS - ACH	1997500080623	R	\$ 123.98
	1997518082823	R	\$ 119.98
		Vendor Total	<u>243.96</u>
ELAN FINANCIAL SERVICES	82423-1777ACH	R	\$ 1,487.00
		Vendor Total	<u>1,487.00</u>
INFRAMARK, LLC	99898	R	\$ 39,789.25
		Vendor Total	<u>39,789.25</u>
KUTAK ROCK LLP	3265313	R	\$ 5,986.00
		Vendor Total	<u>5,986.00</u>
ORLANDO UTILITIES COMMISSION-ACH	081023-9921 ACH	R	\$ 12,862.82
		Vendor Total	<u>12,862.82</u>
OSCEOLA COUNTY CODE ENFORCEMENT OFFICE	LMA23-0298	R	\$ 35.00
	LMA23-0299	R	\$ 35.00
	LMA23-0302	R	\$ 35.00
	LMA23-0309	R	\$ 35.00
		Vendor Total	<u>140.00</u>
POOLSURE	101295646395	R	\$ 60.00
	101295646396	R	\$ 35.00
	101295646890	R	\$ 864.00
		Vendor Total	<u>959.00</u>
SERV US@, LLC	4576	R	\$ 192.37
		Vendor Total	<u>192.37</u>
SUN PUBLICATIONS OBA	1EB2C5E2-0001	R	\$ 75.34
		Vendor Total	<u>75.34</u>



Invoice Approval Report# 280

SEPTEMBER 15 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
TOHO WATER AUTHORITY -ACH	081523-8389 ACH	R	\$ 11,397.65
			\$ 1,095.75
			\$ 3,078.30
			\$ 329.17
			\$ 3,297.45
			\$ 349.20
	Vendor Total		<u>19,547.52</u>
WASTE CONNECTIONS OF FLORIDA	1460255W460	R	\$ 346.21
			Vendor Total
WILLIAMS SCOTSMAN, INC	9017594023	R	\$ 138.99
			Vendor Total
			Total <u>\$ 168,495.46</u>
			<b>Total Invoices \$ 168,495.46</b>

# Check Register(s)

None Provided  
{ Reason Unspecified }

# **Section 6**

# **Old Business**

# **Subsection 6A**

## **Miscellanea**

# Code Violations

No Review Material Provided  
Verbal Presentations At Meeting

# Frontage Fence

No Review Material Provided  
Verbal Presentations At Meeting

# Storage Containers

No Review Material Provided  
Verbal Presentations At Meeting

# **Section 7**

# **New Business**



# **Subsection 7A**

# **Facility Application**

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

**ORGANIZATION/COMPANY USE APPLICATION**

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

**APPLICANT INFORMATION**

Name of Entity/Organization/Company: Harmony HROA  
Address: 811 Mablett St Keshineel Fl.  
Type of Organization:  Non-Profit  Commercial  Government  Private  
If Non-Profit, does your organization hold a current 503(c)(3) certificate?  Yes  No  
Contact Person: Jen Abrahamson E-mail: Harmony.Abrahamson@directa@gmail.com  
Work Phone: 407 704 0187 Cell Phone: \_\_\_\_\_

**EVENT INFORMATION**

Type of event: Movie Night  
Requested location: Town Square  
Event date(s): 10-13-23 Times From: 6 (a.m./p.m.) To: 10 (a.m./p.m.)  
Anticipated # of attendees: 100 What age group? all

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

**DAMAGE DEPOSIT**

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

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

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

**VENDORS/MERCHANDISE**

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

How many vendor/merchandise locations will your event require? \_\_\_\_\_

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

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

Attached:  Yes  No

**CATERING**

Will your event require catering?  Yes  No

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

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

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

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

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

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

**CONTACT INFORMATION**

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

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

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

County Waste Management: Phone (407) 847-7370

**COPY**

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

**INDEMNIFICATION AND HOLD HARMLESS**

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

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

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


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

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

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

**ACKNOWLEDGEMENT:**

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

Signature:  Date: 9-1-23  
 Printed Name: Jen Abrahamson

**APPROVAL FROM HARMONY CDD**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

COPY

STATE OF EMERGENCY RIDER PAGE

PANDEMIC INDEMNIFICATION

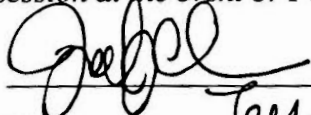
By utilizing District facilities, there are certain risks arising from or related to possible exposure to COMMUNICABLE DISEASES including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the CORONAVIRUS DISEASE (also known as COVID-19)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

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

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

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

Signature:  Date: 9-1-23  
 Printed Name: Jen Abrahamson

APPROVAL FROM HARMONY CDD

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

# **Subsection 7B**

# **Property Insurance**



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Harmony Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**



Quotation being provided for:

**Harmony Community Development District  
c/o Inframark Management Services - Celebration 313 Campus Street  
Celebration, FL 34747**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123755**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$1,257,902
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$262,679

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM \$13,152**

**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

**CRIME COVERAGE**

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

**Deadly Weapon Protection Coverage**

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

**AUTOMOBILE COVERAGE**

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$1,000,000 \$0 Deductible	Included
Personal Injury Protection	5	Separately Stated In Each Personal Injury Protection Endorsement	Included
Auto Medical Payments	2	\$2,500 Each Insured	Included
Uninsured Motorists including Underinsured Motorists	2	\$100,000	Included
Physical Damage Comprehensive Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Included
Physical Damage Towing And Labor	7	\$250 For Each Disablement Of A Private Passenger Auto	Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
 Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
 Network Security Liability  
 Privacy Liability  
 First Party Extortion Threat  
 First Party Crisis Management  
 First Party Business Interruption  
 Limit: \$1,000,000 each claim/annual aggregate



PREMIUM SUMMARY

Harmony Community Development District
c/o Inframark Management Services - Celebration 313 Campus Street
Celebration, FL 34747

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123755

PREMIUM BREAKDOWN

Table with 2 columns: Coverage Type and Amount. Rows include Property (\$13,152), Crime (Not Included), Automobile Liability (\$518), Hired Non-Owned Auto (Included), Auto Physical Damage (\$516), General Liability (\$4,839), Public Officials and Employment Practices Liability (\$3,907), Deadly Weapon Protection Coverage (Included), and TOTAL PREMIUM DUE (\$22,932).

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Harmony Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Witness By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: \_\_\_\_\_  
Administrator



PROPERTY VALUATION AUTHORIZATION

Harmony Community Development District
c/o Inframark Management Services - Celebration 313 Campus Street
Celebration, FL 34747

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

Table with 3 columns: Coverage Type, Amount, and Description. Includes Building and Content TIV (\$1,257,902), Inland Marine (\$262,679), and Auto Physical Damage (\$24,033).

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

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

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





**PUBLIC ENTITY  
FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS OR REJECTION  
OF COVERAGE**

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS  
YOU OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR LIABILITY  
LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

Quote Number: 100123755	Term: <b>October 1, 2023 to October 1, 2024</b>
Insurer: Florida Insurance Alliance	
Applicant/Named Insured: <b>Harmony Community Development District</b>	

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage or whether you select this coverage at limits lower than the Liability Coverage of your policy.

<input type="checkbox"/> I reject Uninsured Motorists Coverage entirely. <input checked="" type="checkbox"/> I reject Combined Single Limit for Liability Coverage and I select a lower limit of \$100,000.
--

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Liability limits. If I decide to select another option at some future time, I must let the Insurer or my agent know in writing.

\_\_\_\_\_  
Applicant's/Named Insured's Signature

\_\_\_\_\_  
Applicant's/Named Insured's Printed Name

\_\_\_\_\_  
Date



Property Schedule  
**Harmony Community Development District**

Policy No.: 100123755  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Const Type	Term Date		Contents Value
	Roof Shape	Roof Pitch						
1	Buck Lake Dock		Waterfront structures	10/01/2023	\$214,500	\$214,500		
	School House Road and Cat Brier Tr Harmony FL 34773			10/01/2024				
2	Swim Club (Pool House)		2003 Joisted masonry	10/01/2023	\$268,079	\$268,079		
	7255 Five Oaks Drive Harmony FL 34773			10/01/2024				
	Complex			Metal panel				
3	Boat House		Waterfront structures	10/01/2023	\$49,712	\$49,712		
	School House Road and Cat Brier Tr Harmony FL 34773			10/01/2024				
4	Pool		2003 Below ground liquid storage tank / pool	10/01/2023	\$44,748	\$44,748		
	7255 Five Oaks Drive Harmony FL 34773			10/01/2024				
5	Pool Amenity Facility		2007 Joisted masonry	10/01/2023	\$230,699	\$230,699		
	7124 Harmony Square Drive Harmony FL 34773			10/01/2024				
	Complex			Metal panel				
6	Pool		2007 Below ground liquid storage tank / pool	10/01/2023	\$26,664	\$26,664		
	7124 Harmony Square Drive Harmony FL 34773			10/01/2024				
7	Lakeshore Park Restrooms		2003 Joisted masonry	10/01/2023	\$55,000	\$55,000		
	School House Road and Cat Brier Tr Harmony FL 34773			10/01/2024				
	Pyramid hip			Metal panel				

Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



Property Schedule  
**Harmony Community Development District**

Policy No.: 100123755  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
8	Splash Pad/Fountain			10/01/2023	\$165,000		\$165,000
	3300 School House Rd Harmony FL 34773		Pump / lift station	10/01/2024			
9	Pedestrian Foot Bridge			10/01/2023	\$41,250		\$41,250
	3342 School House Rd Harmony FL 34773		Bridges	10/01/2024			
10	Pedestrian Foot Bridge			10/01/2023	\$41,250		\$41,250
	3356 School House Rd Harmony FL 34773		Bridges	10/01/2024			
11	Walkway & Dock		2003	10/01/2023	\$44,000		\$44,000
	3342 School House Rd Harmony FL 34773		Waterfront structures	10/01/2024			
12	Walkway & Dock		2003	10/01/2023	\$44,000		\$44,000
	3356 School House Rd Harmony FL 34773		Waterfront structures	10/01/2024			
13	Miscellaneous Unscheduled Property			10/01/2023	\$33,000		\$33,000
	Varioius Harmony FL 34773		Property in the Open	10/01/2024			
			<b>Total:</b>	Building Value	Contents Value	Insured Value	
				\$1,257,902	\$0	\$1,257,902	

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



COPY

Inland Marine Schedule

**Harmony Community Development District**

**Policy No.:** 100123755  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Unscheduled IM Items (Max \$15,000 Per Item)		Other inland marine	10/01/2023 10/01/2024	\$140,000	\$1,000
2	MirroCraft Outfitter 16' Aluminum Boat 1/ 40hp Evinrude	MRR61212H304	Mobile equipment	10/01/2023 10/01/2024	\$8,311	\$1,000
3	Weeres Fish 16' Pontoon Boat w/Trailer	WRSF96036405	Mobile equipment	10/01/2023 10/01/2024	\$9,700	\$1,000
4	2016 Sun Tracker/Sig Bass Buggy 16'	BUJ24907C616	Mobile equipment	10/01/2023 10/01/2024	\$15,240	\$1,000
5	Lowe Roughneck 18' Welded Jon Boat w/2 Trolling Motors	R1860VT	Mobile equipment	10/01/2023 10/01/2024	\$9,760	\$1,000
6	Weeres Fish 20' Pontoon Boat w/Trailer	G405	Mobile equipment	10/01/2023 10/01/2024	\$13,265	\$1,000
7	2018 1860 Jon Tracker	BUJ25571D818	Mobile equipment	10/01/2023 10/01/2024	\$8,500	\$1,000
8	2019 Sun Tracker/Pontoon Boat	BUH94561J819	Mobile equipment	10/01/2023 10/01/2024	\$19,903	\$1,000
9	Stock Trailer 260C	POT22242	Rented, borrowed, leased equipment	10/01/2023 10/01/2024	\$38,000	\$1,000
				<b>Total</b>	<b>\$262,679</b>	

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



Vehicle Schedule

**Harmony Community Development District**

**Policy No.:** 100123755  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
1	GMC	TK15703		10/01/2023	\$1,000	10/01/2023	10/01/2023		\$24,033
1	2016	1GTN2LEH4GZ135455	Light Truck	10/01/2024	\$1,000	10/01/2023	10/01/2024	Actual cash value	\$24,033
								<b>Total</b>	<b>\$24,033</b>
								<b>APD Rptd</b>	<b>\$24,033</b>

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

# **Section 8**

# **Requests**

No Review Material Provided  
Verbal Presentations At Meeting