### HARMONY COMMUNITY DEVELOPMENT DISTRICT

JUNE 25, 2020

### AGENDA PACKAGE

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or by phone **1-408-418-9388** Meeting # **126 053 7644** Password: **PxVMJpqC372** PW by phone: (**79865772**)



Harmony Community Development District

Steve Berube William Bokunic Kerul Kassel David Farnsworth Mike Scarborough Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary



Kristen Suit Timothy Qualls, *Esq*. Steve Boyd, PE Gerhard van der Snel Field Manager

**District Manager** District Counsel **District Engineer** 

June 18, 2020

Board of Supervisors Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held Thursday, June 25, 2020 at 6:00 p.m. via WebEx under Florida Executive Order 20-69. Connect via https://meetingsamer14.webex.com/ or by phone 1-408-418-9388

Meeting # 126 053 7644; Password: PxVMJpqC372 (by phone 79865772).

Following is the advance agenda for the meeting.

- 1. Roll Call
- 2. Developer's Report
  - A. Discussion of VC-1 Parcel Usage
- **3.** Audience Comments
- 4. Approval of Minutes for:
  - A. May 28, 2020 Budget Workshop
  - B. May 28, 2020 Regular Monthly Meeting
- 5. Subcontractors' Reports
  - A. Servello Landscape Solutions i. Grounds Maintenance Status
- 6. Staff Reports
  - A. District Engineer
  - **B.** District Counsel
    - i. Update on PoolWorks<sup>®</sup> Matter
    - ii. Update of Waiver for Use of Recreational Facilities
    - iii. Discussion and Consideration of Agreement for Use of Central Bark
  - C. Field Manager
    - i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)
    - ii. Facility Use Records (Inclusive Boats & Other)
    - iii. Resident Submittals (Facebook & Direct)
    - iv. Pond Maintenance (Chart & Map)
    - v. Wetlands Report (Chart & Map)
    - vi. Discussion and Consideration of Proposals to Repave Neighborhoods C-1 & C-2
      - a. Atlantic Southern
      - b. D&C Parking Lot Maintenance
      - c. Seminole Asphalt
- 7. District Manager's Report
  - A. Financial Statements for May 31, 2020
  - B. Approval of: #242 Invoices, Check Register, and Debit Purchases (Invoices and Debit Receipts Available Upon Request)
  - **C.** Facilities Usage Applications
- 8. Business Discussions
  - A. Discussion of Policy Regarding Sales on District Property
- 9. Supervisor Requests
- 10. Adjournment

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

Sincerely,

Kristen Sait Kristen Suit **District Manager** 

### **Fourth Order of Business**

## **4A**.

#### MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 28, 2020, at 4:30 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Kristen Suit	District Manager: Inframark
Gerhard van der Snel	Field Services Manager
Residents and Members of the Public	

The following is a summary of the discussions and actions taken at the May 27, 2020 Harmony CDD Board of Supervisors meeting.

#### FIRST ORDER OF BUSINESS

Call to Order

Supv Berube called the workshop to order at 4:30 p.m.

SECOND ORDER OF BUSINESS Roll Call Supv Berube called the roll and stated the record will reflect we have a quorum.

#### THIRD ORDER OF BUSINESS

**Discussion Items** 

#### **Revenues**:

A.

The budget anticipates no increase in non-ad valorem assessments.

User Facility Revenue – reduced due to garden fees being reduced.

Discussion followed on assessment collections.

**Fiscal Year 2021 Budget** 

#### **Expenditures:**

#### Administrative:

Anticipated increase from management services, engineering and legal.

Insurance - General Liability - increase

#### Field:

ProfServ-Field Management - increased due to anticipated health care cost

increase and merit raises

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Remediation work for Old World Climbing Fern is a larger project than originally planned.

#### Landscape Services:

The first three lines are Servello. Adjustments have been made for added and removed services.

R&M - Irrigation - is getting older and more intensive to repair.

R&M - Trees and Trimming - increased to \$40,000

#### **Utilities:**

Increased based on trends

#### **Operations & Maintenance:**

R&M - Sidewalks - shows an increase due to the ongoing sidewalk project which will probably continue for a year or two.

R&M – Vehicles – fleet continues to grow and is aging

R&M - User Supported Facility – there will be costs for the signs, posts, chains, guides, etcetera. Occasionally there are repairs needed in the garden facilities.

Cap Outlay – Vehicles – anticipates the purchase of an electric utility cart to replace the 22-year-old Club Car used to service pools.

Reserve – Renewal & Replacement – included \$30,000

Reserve - Sidewalks & Alleyways - remains the same as 2020 at \$60,000

Discussion followed on alleyways with it being noted the Reserves are currently at \$153,208 and with the 2020 allocation of \$60,000 it is \$213,000.

#### **Other Financing Sources:**

#### **Operating Transfers-OUT and Contribution to (Use Of) Fund Balance**

These lines items are related to VC-1

Fund Balance was discussed.

Reserves were outlined.

Ms. Kassel suggested increasing the First Quarter Operating Capital to be prepared for the debt service shortfall if it should occur again.

Ms. Suit noted if they increased to three months of operating expenditures it would be \$401,442.

An unidentified speaker addressed the landscape services and inquired if they are seeing the savings from dropping some maintenance areas.

Supv Berube noted there have been a number of adjustments and addressed the total projected for fiscal year 2020. For the FY 2021 there is a 2% increase and an addition for the East Lakes berm.

The unidentified speaker addressed the \$19,500 increase in Total Landscape Services for FY 2021 versus the projected for FY 2020.

Supv Berube noted the additions to R&M - Irrigation, R&M – Trees & Trimming, and Miscellaneous Services and the increase for Servello.

#### FOURTH ORDER OF BUSINESS Supervisors' Requests There being none, the next item followed.

#### FIFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the workshop was adjourned.

Kristen Suit Secretary Steven Berube Chairman

## **4B**

#### MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 28, 2020, at 6:00 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

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ary
ary

Also present were:

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

The following is a summary of the discussions and actions taken at the May 27, 2020 Harmony CDD Board of Supervisors meeting.

#### FIRST ORDER OF BUSINESS Roll Call

Supv Berube called the meeting to order at 6:00 p.m.

Supv Berube called the roll and stated the record will reflect we have a quorum.

### SECOND ORDER OF BUSINESS Developer's Report

**A. Discussion of VC-1 Parcel Usage** Nothing new to report.

#### THIRD ORDER OF BUSINESS Audience Comments

Ms. Kramer addressed business items and Supv Berube noted they would be

addressed during the meeting and as part of the agenda.

#### FOURTH ORDER OF BUSINESS Approval of the Minutes

A. April 23, 2020 – Emergency Meeting

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the April 23, 2020 Emergency meeting minutes were approved as amended.

#### **B.** April 30, 2020 - Regular Monthly Meeting Minutes

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the April 30, 2020 regular meeting minutes were approved as amended.

#### FIFTH ORDER OF BUSINESS

#### **Subcontractors' Reports**

#### A. Servello

i. Grounds Maintenance Status (Work Chart)

ii. Consideration of Hurricane Authorization Form 2020

Supv Farnsworth inquired what the authorization gains the District if they did sign.

Mr. Feliciano noted it puts the District on a first come first served basis, based on when the authorization was signed. It allows them to go out to the property to clear any roadways of tree debris and push it to the side. The charge the District for any equipment that is used and labor hours.

Supv Bokunic inquired why they would not want to do this.

Supv Berube noted they have their own field services crew and in the past, they have discussed that they have the crew, trucks and equipment. They also have an onsite crew from Servello already.

Mr. Feliciano noted in the past Harmony's field services have cleared the roadways and Servello came in afterwards. Harmony does have a Servello crew onsite.

Supv Berube inquired if the pine needles have been put down and if the mulching is complete.

Mr. van der Snel noted it was supposed to be done today, but the weather may not have permitted it.

Mr. Betancourt noted they were not onsite today.

Mr. Feliciano noted that with COVID-19 and them not allowing any employee to work that is sick and the weather, they have pushed it out to next week.

Mr. van der Snel noted Servello is doing very good. For follow-up and communication, he and Mr. Betancourt have touched base on it. He has provided a list they are working on now. They did not mow this week because of the weather so the grass will be a little longer. They are mowing around the ponds this week and doing some detailing. All in all, everything looks very good.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. District Engineer

#### i. Updated Reserve Allocation Worksheet

Mr. Boyd outlined the updated reserve allocation worksheet noting he updated all of the costs.

Supv Kassel noted in the fall she thinks they should take a look at a number of these items that are highlighted to see what the current condition is and what they may need to do. They have been putting out fires more than proactive.

#### ii. Report on Condition of Alleyway

Mr. Boyd reviewed the alleyway condition report noting his conclusion is that Neighborhood C-1 is at the top of list as needing to be done with two most severe areas needing work. There is a pothole at a stop sign as you approach the Square and in the northeast portion of the neighborhood where the alley takes a 90 degree turn there is some severe alligator cracking at the corner. Alligator cracking and potholes is evidence that the base has problems and is failing. In those cases, you cannot just resurface you have to do a full depth repair to repair the base when putting down the new asphalt. The reflective cracking is typical of the type of pavement installed. They are not a structural problem to the asphalt.

Following Neighborhood C-1 would be Neighborhood C-2 or Neighborhood G.

Supv Kassel inquired if there is a cost benefit to doing more than one neighborhood at a time.

Mr. Boyd noted the larger the scope of work and the more work they do, they do get some savings because the contractor is mobilizing one time. They are also paying for the expense of going through the bid process and the possibility that prices go up.

Supv Berube noted he agrees with Mr. Boyd's assessment with the exception of the radius in Neighborhood G at Butterfly. They have extended the radius and added a couple of feet of asphalt and trucks are now going off the extended area and into the dirt area. There is another at Buttonbush and a third area with a radius problem. He suggested field services go in to clean up the mess and put bollards in; they have the supplies and equipment to do so. The immediate for the potholes needing repair down to the base again they have the cutting saw and field services can cut out the damaged area, replace the base, compact it and put an asphalt patch on top of it.

Mr. van der Snel noted he agrees on the bollards noting they did an area behind Blazing Star at the triangle park. They have done the asphalt repairs before, but they need a good brand of cold patch to apply to it. Field services can do those projects.

Supv Kassel inquired how the pavement with the reflective cracking will wear over the next few years if they do not mill and resurface.

Mr. Boyd noted he is not as concerned about the areas with the reflective cracking as he is with the areas that have severe degradation. If there are no other problems going on, the reflective cracking should not get any worse.

Discussion continued on C-1 and the problem areas.

Discussion ensued on milling and repaying. Supv Berube suggested they have field services patch the areas discussed in the methods discussed which includes putting bollards in, chunks of granite where they cannot put a bollard in and patch the pothole area and bring this discussion back next month to make a decision on the larger picture of repaying some alleys and which ones.

Discussion ensued on the area of Neighborhood C-1 needing repair and eliminating the ponding.

Mr. Boyd requested if they are going to table until next month and do the spot repairs that anything that requires more than an asphalt patch that he provide the specifications for what needs to be done. If there is a chance they will be doing resurfacing he would suggest waiting and having the contractor do everything.

> On MOTION by Supv Kassel seconded by Supv Farnsworth, with Supv Bokunic, Supv Farnsworth, Supv Kassel, and Supv Scarborough voting aye and Supv Berube voting nay, for Field Services Manager to obtain proposals to repave Neighborhoods C-1 and C-2.

Supv Berube inquired if this means the Board does not want any of the repairs done or just no repairs in Neighborhoods C-1 and C-2.

Supv Kassel noted the latter. They are not looking at getting bids on the other areas that need attention, but it does not make sense to do repairs in Neighborhood C-1 if they are going to have work done.

Supv Farnsworth noted they can still do the repairs in Neighborhoods A-1 and G.

Mr. Boyd inquired if at an anticipated value of \$100,000 to \$130,000 does it require public bidding.

Supv Berube noted it does not.

Supv Kassel noted there is one other issue she discussed with Mr. Boyd with that being the history of Central Bark.

Mr. Boyd outlined the history noting it was set aside when the developer was looking at Harmony M. It always remained under the developer's ownership. The Harmony M project was shelved and never taken through the approval process. During construction the developer records the plat which establishes all the lots and open space tracts and is the time that the open space tracts are conveyed to the CDD. He believes it was the intention that the open space tracts that were going to surround Neighborhood M, which included the dog park, were going to be conveyed to the CDD as all open space tracts have been historically. In the present situation the land is still owned by the current owner including the dog park.

Supv Kassel inquired if whoever owns it is required to keep it as open space or is there some way, they can get around that.

Mr. Boyd responded the current preliminary subdivision plan shows it as open space so if the development plan were to proceed based on that preliminary subdivision plan approval it would remain open space. It is the developer's right to apply for a modification of the PSP which could change the tract.

Supv Kassel noted the current developer could file a new plan which removes that area as open space.

Mr. Boyd noted that is correct.

Supv Kassel addressed receiving a benefit from the use and a quid pro quo at the dog park to resume irrigation and mowing because residents get a benefit by using it. She would like to see it restored and they can discuss it now or under Supervisor comments.

Supv Farnsworth inquired if it would be a trade off for the new dog park someone has cited on the agenda.

Supv Berube noted he thinks it is all a related discussion.

#### **B. District Attorney**

Supv Berube addressed being served a lawsuit by Mr. Fusilier through Harmony Retail, LLC. He noted he will not get into the specifics of the lawsuit.

Mr. Qualls suggested they move through his other items and then address this matter.

#### i. Consideration of Interlocal Agreement – Buck Lake / Harmony West

Mr. Qualls noted there is no update, but their understanding is Harmony West does agree to the maintenance plan so execution would just be a formality. They want to make sure Harmony West is paying the agreed upon costs. Interlocal agreements do not have to be reduced to writing, they can be oral.

#### ii. Update on PoolWorks Matter

Mr. Qualls noted there is nothing to report in so far that PoolWorks has not agreed to address the issue with the pool, but they are documenting the deficiencies in case it should be relevant at a later date and making sure PoolWorks is on notice.

Mr. Qualls reported on May 1<sup>st</sup> a letter was sent from an attorney representing a woman who allegedly tripped and was injured on a sidewalk somewhere near Schoolhouse. This information has been passed along to the insurance company.

Mr. Qualls reported the contract for maintenance services for the District facilities – the competitive bid is Category 4 which is \$195,000.

Mr. Qualls addressed the lawsuit filed on May 14<sup>th</sup> against Supervisor Berube.

The allegations are that Mr. Berube trespassed onto Mr. Fusilier's property having to do with the cessation of sprinkling activities. Trespass is committed when a person willfully enters or remains on property without authorization, license, or invitation. The second allegation is one of conversion, also having to do with the sprinkler system. The allegation, taken straight from the complaint, conversion is the depravation of another's right to use or possess their personal property and that has to do with the allegation that Mr. Berube sent an agent onto the private property to make it so that the sprinklers would not sprinkle. The important thing he wants to remind everybody, and he knows that it has been widely discussed, but on July 2019 a motion was made that the irrigation on private property would stop. A letter was sent on November 1<sup>st</sup> regarding this and he thinks they gave plenty of time before that happened.

At the end of the day what the courts have said is courts have long recognized that public officials are entitled to legal representation at public expense to defend themselves against litigation arising from the performance of their duties while serving a public purpose. Some interesting analysis of this from another court is that the courts have established that government can provide counsel to its employees even where they allegedly acted with bad faith or malice as long as the government determines that the provision of representation is warranted based on its own review. What he is asking is the Board consider whether Mr. Berube would have been served with this lawsuit having to do with stopping the sprinkler system from sprinkling private property if he was not acting in his capacity as the Chairman based on direction from the Board.

Discussion ensued on the lawsuit and whether the provision of representation is warranted based on the Board's review of the matter.

Supv Farnsworth MOVED that the District provide representation to Supervisor Berube in the lawsuit and Supv Scarborough seconded the motion.

Discussion followed on referring the lawsuit to the insurer for the Directors and Officers insurance.

Mr. Qualls noted the motion is that representation is warranted. That the Harmony CDD believes that representation is warranted here. The strategy of the best way to get that done and how it gets done is going to have to be determined and does not know that it makes to determine it right now. There has to be a lot of analysis and a lot of thought.

Ms. Suit noted she has not provided it to the insurance company.

Supv Berube noted they are getting too far off the motion.

On VOICE vote with Supv Bokunic, Supv Farnsworth, Supv Scarborough and Supv Berube voting aye and Supv Kassel voting nay, the motion was approved.

Supv Berube, Mr. Qualls and Ms. Suit will have contact regarding this matter.

Mr. Qualls reported the contract for the sidewalk maintenance was completed. He requested they stay in contact with the contractor, so everyone is on the same page.

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

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

Supv Berube requested Mr. van der Snel discuss the ongoing mitigation situation.

Mr. van der Snel noted it is larger than they all expected especially behind the golf cart barn. It was underestimated and will be a continuing process. It is doable but will take longer than expected.

Supv Berube requested he touch on the manpower issue.

Mr. van der Snel noted they had a situation with a no call no show for three consecutive days. After written warnings he was terminated. Tomorrow he will put in an ad for a new person.

Supv Berube noted this will slow down the weed mitigation and sidewalk cleaning.

Mr. van der Snel noted that is correct.

#### SEVENTH ORDER OF BUSINESS District Manager's Report A. Financial Statements for April 30, 2020

Supv Berube noted in the prior meeting Supervisor Bokunic asked about collections and he thinks it is safe to say they have collected all but about \$170,000 due.

Ms. Suit noted in mid-May there was an update from the Tax Collector, but they have not yet received those funds.

#### B. Approval of: #241 Invoices, Check Register and Debit Purchases

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the April 30, 2020 financials, Invoice Approval #241, Check Register and Debit Purchases was approved.

#### C. Consideration of IMS Management Fee Increase

Ms. Suit addressed the request for a 3% increase from \$64,985 to \$67,200 for fiscal year 2021.

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the Inframark Management Fee as present in FY 2021 proposed budget in the amount of \$67,200 was approved.

#### D. Tentative FY 2021 Budget

#### i. Consideration of Resolution 2020-03 – Approving the Budget and Setting the Public Hearing

On MOTION by Supv Kassel seconded by Supv Farnsworth, with all in favor, Resolution 2020-03 a resolution of the Board of Supervisors of the Harmony Community Development District approving the budget for Fiscal Year 2021, as amended, and setting a public hearing thereon pursuant to Florida Law, was adopted.

#### **E.** Facilities Usage Applications

#### i. Soccer Shots – Soccer Instruction for Ages 2 to 8 – Second Semester

Supv Berube noted Soccer Shots was shutdown with COVID-19 and are in the middle of their season. The CDD has not opened up events to the general public, however the Governor has opened the State to events such as soccer, baseball, football – all the youth activities. He thinks they will be okay to allow Soccer Shots to resume at this schedule. He inquired if Mr. Qualls agrees that the Governor has opened the State to youth events outside.

Mr. Qualls noted he agrees. He thinks they should add some language to the waiver they sign that it is up to them to enforce social distancing and all the other requirements of law and that the players will hold all harmless.

Supv Berube noted Ms. Suit will need to ask them to acknowledge all of the appropriate state guidelines for use of the CDD facility.

On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, the Soccer Shots facilities usage application was approved subject to local authorities' authorizations (resuming activities with 50 people or less) and District Counsel drafting a waiver to be executed by Mr. Rampazzo before activities resume.

Supv Berube addressed all events at pools and other facilities still being on hold. He requested Mr. Qualls while researching for use by Soccer Shots also opine on the usage of facilities by small groups for the pools, picnic areas and things like that.

Mr. Qualls noted he will.

#### EIGHTH ORDER OF BUSINESS Old Business A. Discussion of Survey Monkey Questionnaire

Supv Berube noted he thinks this has gotten significantly far away from the four questions that Supervisor Bokunic wrote. He further addressed the questionnaire noting he would like to get back to the original four questions Supervisor Bokunic was tasked with providing.

Supv Scarborough noted he agrees. The original intent was to gauge the community's level of desire to want one or not want one. It was clear that we did not want to raise fees, they just wanted to know if doable would the community want one or not.

Supv Bokunic noted with all the negative Facebook comments numerous residents have reached out to him individually wanting a community center but are afraid to say anything on Facebook. Who posted it, how did this get put out.

Supv Berube noted the agenda gets published and then spread around with people lifting items from the agenda and putting it on Facebook.

Supv Berube noted his personal, private messages are all in favor of building a community center, especially if it can be done without an increase in assessments and there has been one gentleman negatively comment about a community center but all the rest, probably 20 people, have said they are in favor of a community center without an increase in fees. His opinion in he still would like to do the survey but would like it to limit it to some incarnation of the questions originally tasked Supervisor Bokunic to provide.

Supv Kassel noted this is something she did with Ms. Kramer based on the Board's direction. They realized many people had not given their opinion yet and wanted

to do a survey but needed to provide people with a realistic picture of what could be expected. You cannot just say do you want a community center. They need to provide people with sufficient information for them to make an informed decision and to that end they got some estimates as to how much it would cost to build a community center, they took a look at whether there was financing available, they did their due diligence initially and got some data from that. In her opinion why go out to the residents with a survey if you are not going to provide them the information to make an informed opinion. She does believe with everything that has happened recently from the non-payment of CDD assessments, to the possible need to pave alleyways to the current economic situation that it is not the time and they should table doing any kind of survey for now because they are unlikely to be able to build a community center anytime soon so why spend the money, the effort and aggravation for many residents to even put a survey out. She suggested tabling indefinitely and bring it back up at a later time if it seems the appropriate thing to do.

Supv Bokunic noted he is okay with tabling.

Supv Farnsworth agreed.

Supv Scarborough noted he is okay with tabling.

Discussion ensued on the acquisition and use of VC-1 and the method for delivery of a survey.

The survey was tabled.

Supv Bokunic inquired as to what if a third party purchased the land, built a community center and allowed the CDD access. They would take the liability and building cost and somehow the CDD would get access for their needs through some sort of agreement.

Mr. Qualls noted it could be structured in a variety of ways, but the fact is the CDD owns property and under Chapter 190 they have the right to sale or convey the property.

Supv Berube inquired if it could be leased.

Mr. Qualls noted they have the expressed authority to do so.

Supv Scarborough noted they have extensive experience with someone who privately owns property and when they decide they do not want to allow access, they see what happens. Discussion continued on sale or lease of property and agreements.

#### NINTH ORDER OF BUSINESS

#### **New Business**

#### A. Discussion of US192 Median Maintenance

Supv Berube addressed the medians from west entrance to east entrance. The maintenance cost for the landscaping is just under \$6,000 per year. Mr. Qualls has gotten with FDOT to review the agreement.

Mr. Qualls noted they did some due diligence and the history of it is when the District was first established it worked with FDOT to build the overpass along US192 so the kids would not have to cross a busy street. There was a contract entered into where at one point the District determined it would like to add some additional landscaping so the two governments did an Interlocal agreement with the agreement being there would be money contributed by FDOT, that Harmony would add some additional landscaping and that Harmony would continue to maintain that landscaping. As long as the additional landscaping is there it is the District that has to maintain it. There is a similar Interlocal agreement with the school where the District mows grass for the school. They were tasked to determine if the District can get out of the agreement and the only way, they found was for the District to remove all the additional landscaping, get FDOT to sign off on it and the median would be like every other median there along US192. If the District wants to keep the additional landscaping and does not want to pay to remove it then it makes sense for the District to continue to maintain it.

Discussion continued on the median landscaping with Supervisor Berube suggesting they leave the current situation as it is.

The consensus is to continue the maintenance.

#### B. Discussion of Potential New Dog Park at Waterside Area

Supv Berube noted this came about with the locking of Central Bark and addressed stopping the maintenance of private property. He reiterated Mr. Boyd's history of Neighborhood M and the parcel. He noted Supervisor Kassel's discussion to consider the usage of the park to be adequate tradeoff for the providing of water and maintenance to the park. After the locking of the park the residents in Waterside did a survey with regard to putting a park on CDD owned land in that area and the result was about 50/50. Mr. van der Snel has noted the CDD owns a couple of triangular pieces of land bordering

the entrance to the golf maintenance facility and the better choice of the land should they decide to consider it would be the easterly triangle of land mostly because it is more heavily treed and there is irrigation there already and to convert it to a dog park would be the cost of putting up a fence, gates and ancillary items such as a water fountain, bench, signage. No pricing has been obtained for fencing. The easy fix to get the park maintained would be to get it deeded to the CDD but there is little chance this will happen, so he thinks they need to extract themselves from these difficult to manage situations and get things done on their own.

Supv Kassel noted the situation is difficult to manage because there is a continued escalation and addressed the disabling of the irrigation controller. She further addressed the public benefit from the use of the private property but noted that it seems foolhardy to spend money to create a new dog park where a lot of people do not want one when they already have one and if they simply resume irrigating and mowing, they would have use of the dog park right away. She has spoken with Mr. Fusilier and he has agreed that if they resume the irrigation and mowing that he will reopen the park.

Supv Farnsworth inquired if it is only irrigation of the park and not other areas.

Supv Kassel noted that was her understanding of her discussion with Mr. Fusilier.

Discussion followed on the irrigation box, controllers and Maxicom system, CDD owned water meters and easements with Mr. Qualls noting they have shifted the topic from Central Bark, and it is not the time given the litigation filed.

Supv Berube requested Mr. Qualls address the irrigating and maintaining private property using public funds and whether the usage of the dog park is adequate compensation to the public for providing irrigation and maintenance to the land.

Mr. Qualls noted the key to him in this analysis is the public benefit is the public can use the property. The bigger issue is can a deal ultimately get done because this has been tried three times. He is all for keep trying but it needs to be put in writing, and they need to make sure the deal is honored and makes sense for all parties involved. Until they see something in writing, he thinks everyone would agree it is going to be a hard thing to grasp. It does not need to be complicated, but it is and is something that can legally be accomplished. Supv Farnsworth inquired if it can be accomplished does Supervisor Kassel think Mr. Fusilier would be amenable to putting something simple in writing to say he will keep it open as long as they maintain it.

Supv Kassel noted she can ask if it is the Board's preference.

Supv Bokunic noted he thinks the CDD should provide something in writing that states they are willing to maintain and if he does not respond within a set timeframe, then they build their own.

Discussion continued on the parcel and ownership, and agreement with the property owner. It was noted the owner of record for this parcel and another along US192 is Compass Trading out of Palm Coast. Mr. Qualls noted they would reach out to the property owner and maybe come to agreement for the dog park.

Supv Farnworth noted he would like to try getting an agreement in place before building a new dog park.

Supv Kassel and Mr. Qualls will work together on this matter.

- C. Discussion and Consideration of Employee Policy Regarding Insurance Enrollment
  - i. Employees Can Opt Out of Insurance at Anytime
  - ii. Employees Can Only Be Added to Insurance During Open Enrollment Period
  - iii. Setting Limits for Premiums

Supv Berube addressed the cost involved in provided field staff benefits and items that Human Resources normally handle. FRM provides guidance in how to do these things but the cost, as long as it is not outside of their guidelines, is acceptable to them. Health care continues to get more expensive and can be a big add-on to costs. The specifics are Shawn had been off the health care and decided to come back on. There are no rules for this, but most companies limit it to one time per year, typically an open enrollment period. He further addressed heath care cost and offering those who opt out a \$2 per hour stipend for insurance. He suggested a policy where capping it at \$1,000 per month per person.

Ms. Suit noted they can have a District policy for FRM employees but will be reliant on the Field Services Manager to provide her the information. Inframark only knows the premium once the invoices come in. Supv Farnsworth inquired if Mr. van der Snel has the authority to go out to buy any insurance policy that he wants without anybody approving.

Ms. Suit noted they do go out on their own, she is not involved in it as they are not employees of Inframark and not employees of the District.

Discussion continued on the approval or lack thereof for insurance policies.

Discussion returned to a policy setting a limit of \$1,000 per month per employee for insurance coverage.

Mr. van der Snel addressed the cost of insurance coverage and suggested he and Shawn be grandfathered in at current levels.

Discussion returned to health coverage, deductibles, co-pays and managing premiums.

On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, establishing a policy for employees – capping insurance premium at \$1,000 per month per person, establishing policies whereby employees can opt out at any time and employees can only be added to insurance during open enrollment period was approved.

#### TENTH ORDER OF BUSINESSTopical Subject Discussions

There being none, the next item of business followed.

# ELEVENTH ORDER OF BUSINESS Supervisors' Requests A. Discussion and Reconsideration of District Mowing Central Dog Park Previously addressed. Previously addressed.

Supv Kassel noted she walked Pine Needle Path and Lily Pad Loop and most of the invasives are gone but there are still a lot of water hyacinth and torpedo grass at the entrance of those ponds to Buck Lake and in Buck Lake. There is also some poison ivy that she will need to point out. She has a reservation to take a pontoon boat out this weekend to take a look at Buck Lake and will get with Mr. van der Snel after she does that for the items requiring treatment.

Supv Scarborough addressed trying to come up with a solution for boat reservations. He does not know that there is one, but they have discussed it in the past. There are some steps they can take to help maximize the availability of boats. He noted one of the issues is if you make a reservation for 11:00 am the boat is locked out for the

entire day. He thinks there are steps they can take to maximize the usage of the boat facility at the dock.

Discussion followed on suggestion for reserving as blocks of time with it being noted is currently three hours for the pontoons and four hours for the bass boats. It was suggested Supervisor Scarborough work with Mr. van der Snel.

This item to be placed on the next agenda.

#### **TWELFTH ORDER OF BUSINESS**

Adjournment

There being no further business,

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

Kristen Suit Secretary Steven Berube Chairman

## **Sixth Order of Business**

## **6B.**

# **6B.iii.**

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

216 South Monroe Street Tallahassee, Florida 32301

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

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

June 1, 2020

Compass Trading Company L.L.C. ATTN: Charles Vogel 26 Island Estates Parkway Palm Coast, FL 32137

Re: Maintenance of Central Bark Agreement

Sir:

Our firm represents the Harmony Community Development District ("District"). As discussed with Steve Fusilier, please find enclosed our preliminary Central Bark maintenance agreement. In consideration for allowing Harmony residents, guest, and passholders access to Central Bark, the District agrees to properly irrigate and mow the grass in the park. Feel free to make any additions or deletions and turnaround to us for review by our client.

If this agreement is acceptable to Compass Trading please and execute and return it to us at your convenience.

Of course, should you have questions or concerns regarding this information, please do not hesitate to contact me. Thank you.

Sincerely,

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

TRQ/tal cc: Kerul Kassel, District Supervisor enclosure: Central Bark Agreement

#### AGREEMENT BETWEEN THE HARMONY COMMUNITY DEVELOPMENT DISTRICT AND COMPASS TRADING COMPANY, LLC REGARDING IRRIGATION AND MAINTENANCE OF CENTRAL BARK

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between Compass Trading Company, LLC ("Landowner"), care of Charles H. Vogel, whose address is 26 Island Estates Parkway, Palm Coast, FL 32137, and the Harmony Community Development District ("District"), care of the District Manager, Kristen Suit, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter "Parties") provides that the District will irrigate and maintain the dog park in exchange for continued public access for use of the dog park by residents, guests, passholders and their dogs.

 <u>Purpose of Agreement</u>. The purpose of this Agreement between Landowner and the District is for the Parties to enter into an agreement to allow Harmony residents, guests, and passholders continued access to Central Bark dog park in exchange for the provision of irrigation and maintenance services in Central Bark as set forth in Section IV below.

#### 2. **Qualifications**

- <u>i.</u> <u>District Representations</u>. The District will maintain the park in accordance with District standards and in compliance with all applicable laws.
- <u>ii.</u> <u>Landowner Representations</u>. Owner is the legal owner of the Property, or otherwise has authority to permit public access upon the Property.

#### 3. Consideration

i. In exchange for the District maintaining Central Bark, the landowner will allow access to the park to District residents and annual passholders.

- 4. <u>Duties</u>. The duties, obligations, and responsibilities of the District are as follows:
  - i. Irrigation of sod
  - ii. Mowing of grass
  - iii. Maintenance of trees/shrubs
  - iv. Trash pickup

The Services are to be performed at Central Bark dog park on Five Oaks Drive east of Town Square. The District agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Agreement. Upon completion of the Services, District will remove all materials, supplies, and other debris. 5. <u>Term</u>. This Agreement shall commence upon execution by both Parties hereto and shall continue in perpetuity or unless otherwise mutually agreed to.

#### 6. Obligations

- i. <u>District Obligations</u>. The District will maintain the property in accordance with District standards in and in compliance with Florida law.
- ii. <u>Landowner Obligations</u>. Landowner will provide the District, its employees, agents, and subcontractors access to the Property for the purpose of performing the Services. Landowner will allow public access to the Property.

7. <u>Insurance</u>. The District warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of the District or its employees and subcontractors.

**8.** <u>Subcontractors</u>. The District may engage subcontractors to perform work at its discretion, provided that the District shall fully pay any subcontractors and in all instances remain responsible for the proper completion of this Agreement.

**9.** <u>Liability Waiver</u>. If the District, any of its employees, landscapers, agents, or the like are injured in the course of performing the Services, Landowner is exempt from liability for those injuries to the fullest extent allowed by law.

#### 10. Termination.

Either the Landowner or the District can terminate the Agreement by giving written notice:
 if there is any material breach of this Agreement and the party in breach fails to correct the
 breach within 10 days of notice of the breach.

**11.** <u>Entire Agreement</u>. This document reflects the entire agreement in regard to the park between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the District and Landowner.

**12.** <u>Dispute Resolution and Legal Fees</u>. In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

**13.** <u>Legal and Binding Agreement</u>. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.

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

ATTEST:		
		LANDOWNER
	Ву:	
		Date:
ATTEST:		DISTRICT
	Ву:	
		Date:

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its May 30, 2020 Regular Meeting.

## **6C.**

# **6Ci.**

### May/June 2020

#### Facility / Park Maintenance Activities

- Routine cleaning activities Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event
- Routine check on Play areas for safety and wasp nests raking the swing areas.
- RV lot fencing permit is pending.
- Painting benches ongoing.
- Power washing project continued.
- Sidewalk project started June16th.
- Obtained 3 Proposals Alleyways.
- Repaired dog Potti Stations.
- Repaired Dog park gates, water spigot and replaced hose.
- Replaced solar lights at roundabouts.
- Painted columns at Lakeshore park Restroom.

#### Ponds

• See Pond report.

#### Irrigation

- All Clocks inspected & adjusted as needed.
- Repaired 1 mainline break at Catbrier.
- Maxicomm fully functional.

#### **Pools Operations**

- Pools checked, chemically balanced and cleaned daily.
- Replaced Umbrella.

#### **Boat Maintenance**

- All propellers weekly checked and boats cleaned.
- Paint maintenance continued Dock fencing area.
- Replaced seat bench 16ft Pontoon.
- Replaced Solo seat Bass boat.

#### **Buck Lake Activities**

• Boat Orientation held 16 attended

#### Access Cards

• Approximately 85 ID cards have been made this month.

End of Report.

# 6C.ii.

## HARMONY CDD

#### Gerhard van der Snel

Date	Resident	Time	M W Th		Total Pass		16' Pont	16' SunTrk		Tracker Bass	Canoe	Kayak	Comments
5/15/2020	jason herrman	7:30 - 10:30 AM			2				1	x		<u> </u>	
5/15/2020	Larry Crouch	8:00 - 11:00 AM			2		х						
5/15/2020	Danielle Johnson	8:30 - 10:00 AM			4			х					
5/15/2020	Debra Fuentes	2:00 - 4:00 PM			2	x							
5/15/2020	Kenneth LeCompte	2:00 - 4:00 PM			2		x						
5/16/2020	Collin LaHue	7:30 - 10:30 AM			2					х			
5/16/2020	Richard Mason	8:00 - 9:30 AM			2			х					
5/16/2020	Karina Rivera	8:00 - 10:00 AM			6	х							
5/16/2020	jason herrman	8:00 - 11:00 AM			2					х			
5/16/2020	Rick Templeton	10:00 - 2:00 PM			2								
5/16/2020	Eric Kim	10:00 - 1:00 PM			2		х						
5/16/2020	Lori Isaac	12:00 - 2:00 PM			6	х							
5/16/2020	allen santacruz	12:30 - 3:30 PM			3			х					
5/17/2020	Donald Rice	7:30 - 10:30 AM		х	2		х						
5/17/2020	Derek Knappins	8:00 - 10:30 AM		х	3				х				
5/17/2020	Timothy Dwyer	10:00 - 2:00 PM		х	2								
5/17/2020	Beth Hock	11:00 - 2:00 PM		х	4			x					
5/17/2020	John Webster	12:30 - 3:30 PM		х	2		х						
5/17/2020	Danielle Johnson	2:00 - 4:00 PM		х	8	х							
5/18/2020	Sean DeCoster	7:30 - 9:30 AM	x		6	х							
5/18/2020	Mark & Sue Boyter	8:00 - 10:00 AM	х		6			х					
5/18/2020	Jerome Schletter	8:30 - 11:30 AM	х		2			х					
5/18/2020	Robert Martz	8:30 - 11:30 AM	х		2		х						
5/20/2020	Donald Rice	7:30 - 10:30 AM			2		х						
5/20/2020	Jerome Schletter	8:30 - 11:30 AM			2			×					
5/20/2020	Debra Fuentes	8:30 - 10:30 AM			2	х							
5/20/2020	Chad Oppedal	1:00 - 4:00 PM			4		х						
5/20/2020	Danielle Johnson	1:30 - 3:30 PM			7	Х							
5/21/2020	Michael Giberson	8:00 - 11:00 AM			2				х				
5/22/2020	Collin LaHue	7:30 - 10:30 AM			2				x				
			45	20	598	20	25	32	12	8	2	53	
			15	30	Total	38	25	32	12	0	2	55	
					Passe		S:						
					598		012						
					Total	Trips	: 173						

https://webgeo.co/prod1/servlet/Template?hint=file&obiDefId=85206325&templateId=85... 6/15/2020

Date	Resident	Time	M W Th		Total Pass		16' Pont	16' SunTrk		Tracker Bass		Kayak	Comments
5/22/2020	Chris Todd	9:00 - 11:00 AM			8	х						20 1 2	
5/22/2020	Karina Rivera	11:00 - 1:00 PM			1							x	
5/22/2020	Karina Rivera	11:00 - 1:00 PM			1							x	
5/22/2020	Karina Rivera	11:00 - 1:00 PM			1							х	
5/22/2020	John Bontya	11:00 - 2:00 PM			6			х					
5/22/2020	Karina Rivera	11:00 - 1:00 PM			111							x	
5/22/2020	Karina Rivera	11:00 - 1:00 PM			1							х	
5/22/2020	Karina Rivera	11:00 - 1:00 PM			1							х	
5/22/2020	Karina Rivera	11:00 - 1:00 PM			1							х	
5/22/2020	Collin LaHue	1:00 - 4:00 PM			2					х			
5/22/2020	Robin Hubel	1:30 - 3:30 PM			4	х							
5/23/2020	Collin LaHue	7:30 - 10:30 AM			2				х				
5/23/2020	Collin LaHue	10:30 - 1:30 PM			2					х			
5/23/2020	Gina Concepcion	11:00 - 2:00 PM			4			х					
5/23/2020	allen santacruz	11:00 - 1:00 PM			0	х							
5/23/2020	Kimberly Rodriguez	12:00 - 3:00 PM			3		х						
5/23/2020	Karina Rivera	1:00 - 4:00 PM			1						×		
5/23/2020	Karina Rivera	1:00 - 4:00 PM			1							×	
5/23/2020	Karina Rivera	1:00 - 4:00 PM			1							х	
5/23/2020	Karina Rivera	1:00 - 4:00 PM			1							х	
5/23/2020	Karina Rivera	1:00 - 4:00 PM			1							х	
5/23/2020	Karina Rivera	1:00 - 4:00 PM			1							×	
5/23/2020	Karina Rivera	1:00 - 4:00 PM			11							x	
5/23/2020	Karina Rivera	1:00 - 4:00 PM			1							x	
5/24/2020	Donald Rice	7:30 - 10:30 AM		х	2		х						
5/24/2020	Karina Rivera	8:00 - 10:00 AM		х	8	х							
5/24/2020	Richard Mason	8:00 - 9:30 AM		х	2			х					
5/24/2020	Jerome Schletter	8:30 - 11:30 AM		х	2			х					
5/24/2020	Kathryn Davis	10:00 - 2:00 PM		Х	2								
5/24/2020	Robert Dobbins	11:30 - 2:00 PM		х	1							x	
5/24/2020	Robert Dobbins	11:30 - 2:00 PM		х	1							x	
5/24/2020	Andrew Crawford	12:00 - 2:00 PM		х	2	х							
5/24/2020	william tumer	2:00 - 4:00 PM		х	2			х					
			15	38	598 Total	38	25	32	12	8	2	53	
					Passe		s:						
					598								
					Total	Trips	173						

### Boat Reservation Report

### Page Agefic Page 39

Date	Resident	Time	M W Th		Total Pass		16' Pont	16' SunTrk		Tracker Bass		Kayak	Comments
5/27/2020	Robert Martz	7:30 - 10:30 AM			2				х				
5/27/2020	Robert Dobbins	7:30 - 9:00 AM			1							x	
5/27/2020	Robert Dobbins	7:30 - 9:00 AM			1							х	
5/27/2020	D Rachel Garwood	8:00 - 10:00 AM			1							x	
5/27/2020	D Rachel Garwood	8:00 - 10:00 AM			1							х	
5/27/2020	Debra Fuentes	8:30 - 11:00 AM			4			х					
5/27/2020	Jerome Schletter	8:30 - 11:30 AM			2		х						
5/27/2020	Danielle Johnson	9:00 - 11:00 AM			8	X							
5/27/2020	Lori Isaac	1:00 - 3:00 PM			6	х							
5/28/2020	Donald Rice	7:30 - 10:30 AM			2		x						
5/28/2020	Michael Giberson	8:00 - 11:00 AM			2				х				
5/28/2020	David Bronson	10:00 - 12:00 PM			3	х							
5/28/2020	Kevin Boles	10:00 - 1:00 PM			5			х					
5/29/2020	Mark Williams	7:30 - 10:30 AM			3			х					
5/29/2020	Karina Rivera	8:00 - 10:00 AM			1							x	
5/29/2020	Karina Rivera	8:00 - 10:00 AM			1							x	
5/29/2020	Karina Rivera	8:00 - 10:00 AM			1							x	
5/29/2020	Karina Rivera	8:00 - 10:00 AM			1							х	
5/29/2020	Danielle Johnson	9:00 - 11:00 AM			8	х							
5/29/2020	William Gest	12:00 - 3:00 PM			4		х						
5/29/2020	Karina Rivera	1:30 - 3:30 PM			1							х	
5/29/2020	Karina Rivera	1:30 - 3:30 PM			1							x	
5/29/2020	Karina Rivera	1:30 - 3:30 PM			1							х	
5/29/2020	Karina Rivera	1:30 - 3:30 PM			1							x	
5/29/2020	Brian Miller	2:00 - 4:00 PM			6	х							
5/30/2020	Richard Mason	8:00 - 9:30 AM			2			х					
5/30/2020	Ken Franson	9:00 - 12:00 PM			4		х						
5/30/2020	Robert Dobbins	10:00 - 2:00 PM			1							х	
5/30/2020	Robert Dobbins	10:00 - 2:00 PM			1							x	
5/30/2020	Robert Dobbins	10:00 - 2:00 PM			1							x	
5/30/2020	Fabiano Goncalves	10:00 - 12:00 PM			4	х							
5/30/2020	Robert Dobbins	10:00 - 2:00 PM			1							Х	
5/30/2020	Robert Dobbins	10:00 - 2:00 PM			1							х	
1			15	38	598	38	25	32	12	8	2	53	
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					Pass	enge	rs:						
					598								
					Total	Trips	: 173		-			-22	

Date	Resident	Time	M W Th		Total Pass		16' Pont	16' SunTrk	117-4257	Tracker Bass		Kayak	Comments
5/30/2020	Karina Rivera	10:00 - 11:30 AM			1	e /						x	
5/30/2020	Karina Rivera	10:00 - 11:30 AM			1							х	
5/30/2020	Kimberly Rodriguez	12:00 - 3:00 PM			4			x					
5/30/2020	Brian Miller	2:00 - 4:00 PM			6	x							
5/31/2020	Donald Rice	7:30 - 10:30 AM		х	2		х						
5/31/2020	Reynaldo Milliam Velazquez	8:00 - 10:00 AM		Х	4	х							
5/31/2020	Patrick Conley	10:00 - 12:00 PM		х	2			х					
5/31/2020	David Bronson	10:00 - 12:00 PM		х	3	х							
5/31/2020	Mike Gilsdorf	10:30 - 1:00 PM		х	1							x	
5/31/2020	Mike Gilsdorf	10:30 - 1:00 PM		х	1						x		
5/31/2020	Mike Gilsdorf	10:30 - 1:00 PM		x	1							х	
5/31/2020	Mike Gilsdorf	10:30 - 1:00 PM		х	1							х	
5/31/2020	Mike Gilsdorf	10:30 - 1:00 PM		х	1							х	
5/31/2020	Lori Isaac	2:00 - 4:00 PM		х	5			x					
5/31/2020	Kerul Kassel	2:00 - 3:30 PM		х	2		х						
5/31/2020	Brian Miller	2:30 - 4:00 PM		х	6	х							
6/1/2020	Jerome Schletter	8:30 - 11:30 AM	×		2		x						
6/1/2020	John Howard	10:00 - 12:00 PM	х		4	х							
6/1/2020	William Gest	12:00 - 3:00 PM	х		4			х					
6/1/2020	Danielle Johnson	2:00 - 4:00 PM	х		8	х							
6/3/2020	Michael Giberson	8:00 - 11:00 AM			2				х				
6/3/2020	Jerome Schletter	8:30 - 11:30 AM			2		х						
6/3/2020	Mike Gilsdorf	9:00 - 10:30 AM			1							х	
6/3/2020	Mike Gilsdorf	9:00 - 10:30 AM			1							х	
6/3/2020	Mike Gilsdorf	9:00 - 10:30 AM			1							Х	
6/3/2020	Gina Concepcion	10:00 - 1:00 PM			3			х					
6/3/2020	Karina Rivera	2:00 - 4:00 PM			8	х							
6/4/2020	Mike Gilsdorf	9:00 - 10:30 AM			1							x	
6/4/2020	Mike Gilsdorf	9:00 - 10:30 AM			1							x	
6/4/2020	Mike Gilsdorf	9:00 - 10:30 AM			1							х	
6/4/2020	Mike Gilsdorf	9:00 - 10:30 AM			1							х	
6/4/2020	Richard Mason	10:00 - 12:00 PM			6	x							
			15	38	598	38	25	32	12	8	2	53	
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						senge	rs:						
					598	1000	s: 173						

Date	Resident	Time	M W Th		Total Pass		16' Pont	16' SunTrk	0.000	Tracker Bass	Canoe	Kayak	Comments
6/4/2020	Gina Concepcion	10:00 - 1:00 PM			3	0		x					
6/4/2020	Paul Demling	10:00 - 1:00 PM			1		х						
6/5/2020	Collin LaHue	7:30 - 10:30 AM			2					х			
6/5/2020	Robert Martz	7:30 - 10:30 AM			2				х				
6/5/2020	Larry Crouch	8:00 - 11:00 AM			2		х						
6/5/2020	Mike Gilsdorf	8:30 - 10:30 AM			1							x	
6/5/2020	Mike Gilsdorf	8:30 - 10:30 AM			1							x	
6/5/2020	Hannah James	10:00 - 12:00 PM			2			x					
6/6/2020	Richard Mason	8:00 - 9:30 AM			2			х					
6/6/2020	Angel Garcia	8:00 - 11:00 AM			3		х						
6/6/2020	Danielle Johnson	9:00 - 11:00 AM			7	x							
6/6/2020	Mike Garofalo	12:00 - 2:00 PM			5			х					
6/7/2020	Donald Rice	7:30 - 10:30 AM		х	2		х						
6/7/2020	Kimberly Rodriguez	12:30 - 3:30 PM		Х	4			×					
6/7/2020	Jonathan Platt	1:00 - 4:00 PM		х	3		х						
6/7/2020	Carol Regalado	2:30 - 4:00 PM		х	8	х							
6/8/2020	William Gest	12:00 - 3:00 PM	x		5			х					
6/8/2020	Mike Gilsdorf	1:00 - 2:30 PM	х		1							x	
6/8/2020	Mike Gilsdorf	1:00 - 2:30 PM	х		1							x	
6/8/2020	Mike Gilsdorf	1:00 - 2:30 PM	х		1							х	
6/8/2020	Mike Gilsdorf	1:00 - 2:30 PM	x		1							×	
6/8/2020	Mike Gilsdorf	1:00 - 2:30 PM	x		1							x	
6/10/2020	William Gest	11:30 - 2:30 PM			3			x					
6/10/2020	Mike Gilsdorf	2:00 - 4:00 PM			8	х							
6/11/2020	Robert Martz	7:30 - 10:30 AM			2				х				
6/11/2020	Danielle Johnson	8:30 - 10:30 AM			8	х							
6/11/2020	Kevin Boles	1:00 - 4:00 PM			4			x					
6/11/2020	Debra Fuentes	1:00 - 4:00 PM			3	х							
6/12/2020	Collin LaHue	7:30 - 10:30 AM			2				x				
6/12/2020	Edens Henrius	7:30 - 10:30 AM			6	х							
6/12/2020	Mauricio Perez	1:00 - 4:00 PM			4	х							
6/12/2020	Paul Demling	1:00 - 4:00 PM			1		х						
6/13/2020	Ralph Tesoriero	7:30 - 10:30 AM			2					х			
Ē			15	5 38	3 598	38	25	32	12	8	2	53	
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						senge	rs:						
					598								
1					Tota	l Trip	s: 173					_	

### Boat Reservation Report

Date	Resident	Time	M W Th		Total Pass	1 - T	16' Pont	16' SunTrk	1 0.00	Tracker Bass	Canoe	Kayak	Comments
6/13/2020	Kory Benken	8:00 - 11:00 AM			2				x				
6/13/2020	Timothy Dwyer	9:00 - 11:30 AM			4			х					
6/13/2020	John Webster	11:00 - 1:00 PM			2	х							
6/13/2020	David Bronson	1:00 - 4:00 PM			3	x							
6/14/2020	Donald Rice	7:30 - 10:30 AM		Х	2		Х						
6/14/2020	Ronald Young	7:30 - 10:30 AM		X	2				х				
6/14/2020	Kory Benken	8:00 - 11:00 AM		Х	2					х			
6/14/2020	Reynaldo Milliam Velazquez	10:00 - 1:00 PM		х	6			x					
6/14/2020	Kimberly Langlais	11:00 - 1:00 PM		Х	8	х							
6/14/2020	Kevin Boles	1:00 - 4:00 PM		х	8	х							
6/14/2020	David Bronson	1:00 - 4:00 PM		х	3			х					
6/15/2020	David Bronson	1:00 - 4:00 PM	х		3	х							
			15	38	598	38	25	32	12	8	2	53	
					Total								
					Pass	enger	s:						
					598								
					Total	Trips	: 173						

# 6C.iii.

Facebook report May/June 2020

On an average of 10 times per month new and existing residents contact me for information regarding obtaining Pool ID access Cards. This is filtered on this report.

On May 20<sup>th</sup> a resident contacted CDD why the Ashley Park pool was closed. CDD responded the pool needed 3 hours to chemically balance out again.

On May 22<sup>nd</sup> a resident contacted the CDD with questions about adding a pool on their property and how they would go about access possibilities over CDD land. CDD answered the concerns of the resident. All CDD property needs to be returned in to the original state it was before using it as access. This is the Home owner end responsibility.

On May 23<sup>rd</sup> a resident wanted to make an extra boat reservation, however was too late. CDD accommodated.

On May 29<sup>th</sup> a resident reported vandalism on the Red Lantern Play/Picnic area. Redirected resident to Management Company Ashley park.

On May 29<sup>th</sup> a resident had a question about trimming branches touching the house. CDD responded.

On May 30<sup>th</sup> a resident had a question why the dog park has not been mowed that week. CDD responded Servello could not mow because of inclement weather issues.

On May 31<sup>st</sup> a resident reported empty dog potti station on Goldflower. CDD refilled same day.

On June 1<sup>st</sup> a resident had a question why the dog park has not been mowed that week. CDD responded Servello could not mow because of inclement weather issues.

On June 2<sup>nd</sup> a resident had a question about reserving the pool. Directed resident to District Office.

On June 3<sup>rd</sup> a resident requested children at play signs at Bluestem. Directed resident to Road and Bridges.

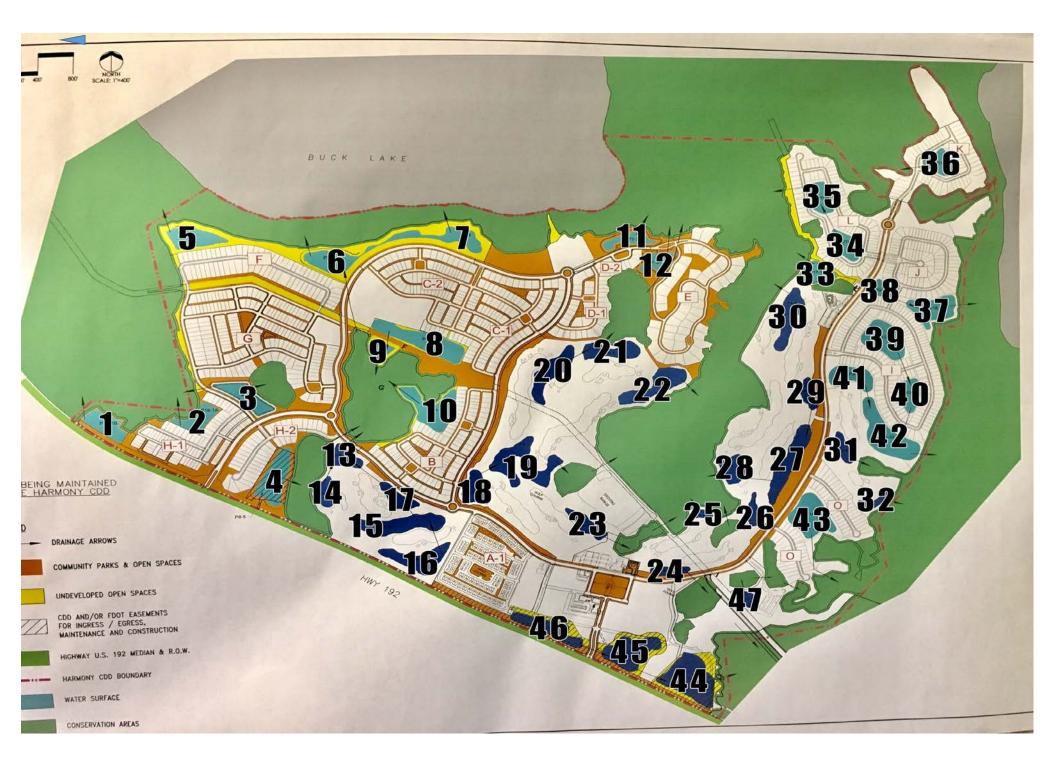
On June 4<sup>th</sup> a resident asked if there is a spigot at the RV lot. CDD responded with No.

End Of Report

# 6C.iv.

## Harmony District Ponds Report

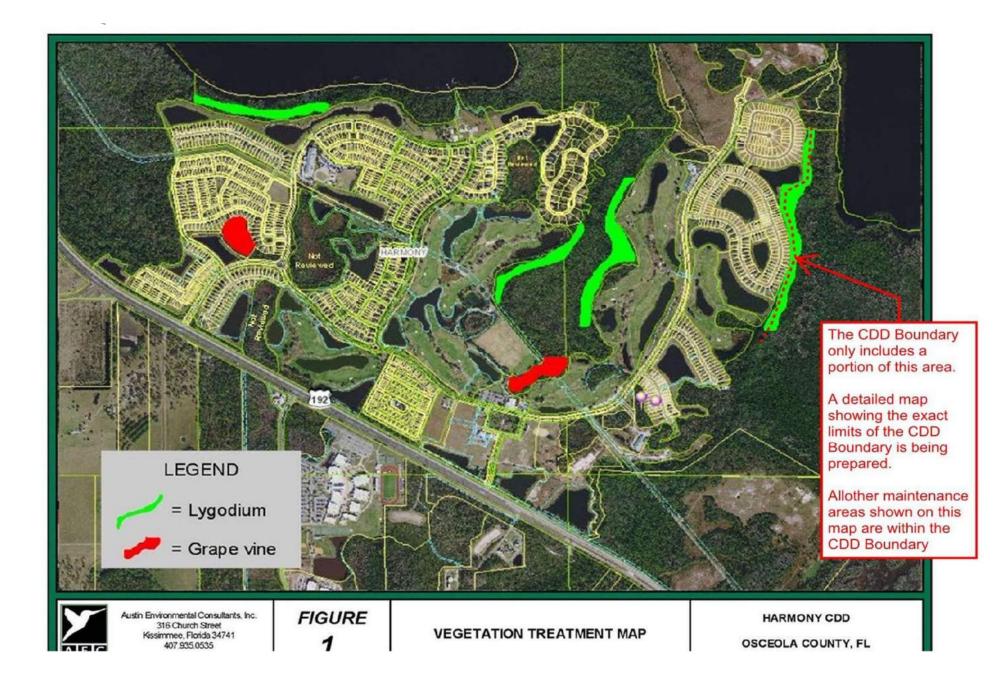
	Name ap Quickview, click ł			SEVERITY:		Treatment Status	<b>Treatment Plan</b> * Se Clear G - Algae * Komeen Crystals - Hydrilla
int	ernet access not req Map links below Require Internet	uirea	L3=sigr	nimal L2=m nificant L4= indicates n	extreme	As/Of June 15, 2020	<ul><li>* SonarOne - Hydrilla</li><li>* Diquat - Littoral Plants</li></ul>
1	H-1	1.4			L1	No treatment needed	
2	H-1	1.0			L1	No treatment needed	
3 4	H-1 H-2	2.3 3.7		L1		Littoral Weeds No treatment needed	Round Up
4 5	Cherry Hill	2.8	L1		L1	No treatment needed	
6	S. Long Pond	3.1	L1		L1	No treatment needed	
7	N. Long Pond	3.1			L1	No treatment needed	
8	Dog Park Tr.	3.5	L1			No treatment needed	
9	Dog Park Tr.	1.0			L1	No treatment needed	
10	Dog Park	3.0			L1	No treatment needed	
11 12	Estates N. Estates S.	1.8 1.7	L1			No treatment needed No treatment needed	
12	Golf Course	1.7	L1				
14	Golf Course	1.5	L1				
15	Golf Course	4.0	L1				
16	Golf Course	3.4	L1				
17	Golf Course	1.4	L1				
18	Golf Course	2.0	L2				
19 20	Golf Course Golf Course	5.3 3.5	L1				
20	Golf Course	2.3	L1				
22	Golf Course	3.2	L2				
23	Golf Course	2.0	L1				
24	Golf Course	2.0	L1				
25	Golf Course	0.5	L2				
26 27	Golf Course Golf Course	0.7					
27	Golf Course	1.3	L2 L1				
29	Golf Course	1.2	L1				
30	Golf Course	2.3	L1				
31	Golf Course	1.1	L2				
32	Golf Course	2.0	L1				
33	W. Lake	1.3	L1				
34 35	W. Lake W. Lake	0.0				Future pond, not active Future pond, not active	
36	N. Lake	0.0				Future pond, not active	
37	E. Lake	3.0		L1		No treatment needed	
38	E. Lake	0.5		L1		No treatment needed	
39	S. Lake	3.3		L1		No treatment needed	
40	S. Lake	1.4		L1		No treatment needed	
41 42	S. Lake S. Lake	2.3 5.2	L1			No treatment needed	
42	Waterside	3.0	L1 L2			Littoral Weeds	Round Up
44	DOT	6.0	L2	L1		No treatment needed	
45	DOT	3.6		L1		No treatment needed	
46	DOT	2.0		L2		No treatment needed	
47	Maintenance	0.4		L1		No treatment needed	
48	Feathergrass	0.0		L1		No treatment needed	
	TOTAL ACRES AVG. TREATED ACRES	102.3 20.5	•	in acres) of a eated pond			
	Additonal Notes:	For this m around th been spa trying to g growth or	e perimeter ying all the o jet all trash i	of a few of outfalls to n in or around n sure the i	them for tanake sure t d out of the rainfall and	heat will start to require more	and high weeds. Mostly have thing is blocked along with ng as much problems with new



# 6C.v.

## Harmony Community Development District Field Services Monthly Wetland Report

#	Maintenance Area Name Map Tab Shows	Acres	Invasive Species	Reporting Date:	Treatment Status								
	Local QuickMap Click Links Below For Internet Maps		Vegitation Identification Infestation Severity High, Medium, Low	May 2020 Prescribed Treatment	Pending Activities Percent Complete								
1	Buck Lake - South	1.4 ?	Lygodium High	Spraying only with a mixture of roundup and cutrine.	only small areas left to treat most has been sprayed and is dying								
2	Green - South	1.0 ?	Grapevine Medium	Sprayed with round up and cut the vines running up the base of the tree.	100 percent complete								
3	Golf Course - West	2.3 ?	Lygodium High	Started to treat	Large amounts of fern and grape vine.								
4	Golf Course - East	3.7 ?	Lygodium High	Started to treat									
5	Golf Course - South	2.8 ?	Grapevine Medium	treating with roundup	have been treating one corner of the area the whole section almost needs treatment								
6	The Lakes - East	3.1 ?	Lygodium High	treating with round up	starting to spray just on the outside areas								
7	{Future}	0.0											
8	{Future}	0.0											
9	{Future}	0.0											
10	{Future}	0.0											
11	{Future}	0.0											
12	{Future}	0.0											
13	{Future}	0.0											
14	{Future}	0.0											
15	{Future}	0.0											
		1.0	Total ciza (in acres) of all falls	o maintenance areas									
	TOTAL ACRES1.0Total size (in acres) of all foliage maintenance areasAVG. TREATED ACRESAverage infested foliage treated area is roughly 20%												
		as re spra fern and g spot misse Looks like	h have been working on golf or ying new. Also we have been rapevine. The most difficult thi ed starts to come back rather o	ourse south trying to finish the working into the golf course eas ing now is that everything is rea quickly as well has having to se	rest of the are not yet treated as well st side that has quite a lot of both ally growing once again and any little ver both species to fully kill them. sially seems to be all over the woods								



# 6C.vi.

# 6Cvi.a

## **Mill and Pave Project**

## Harmony Community Development District Gerhard VanDerSnel

**Project:** 

### Harmony Alleyways Mill and Pave

Schoolhouse road/Catbrier Harmony, Florida 34773



Gordon Young Business Development Manager

## **Your Pavement Contractor**

#### **Company Info**



Atlantic Southern Paving and Sealcoating 460 Cox Road Cocoa, Florida 32926

P: 321-256-4020 F: 954-581-0465 http://www.atlanticsouthernpaving.com **Contact Person** 

Gordon Young Business Development Manager gordon@atlanticsouthernpaving.com Cell: 954-591-3971 Office 321-256-4020

## About Us

### We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: CLICK HERE

### **FDOT** Certified Contractor



### Contractor Note(s)

- 1. Upon site evaluation, it was determined that the most areas have a very thin surface of asphalt which leaves driveways elevated. we suggest milling .75" and replacing asphjalt thickness at 1.5" to have a flush transition with all driveways.
- 2. Striping in this proposal is only to replace Stop Bars at stop signs in DOT approved paint. Proposal does not include edgelines or any thermoplastic material.
- 3. This proposal covers the alleyways in C-1 and C-2 Only.

#### **Mill and Pave**

- 1. The area under consideration for milling comprises of approximately 10,990 square yards at an average depth of 0.75 inch(es).
- 2. The area under consideration for paving comprises of approximately 10,990 square yards.
- 3. All surfaces to be paved will be cleaned of all loose materials, dirt etc.
- 4. Removal and disposal of all excavated material.
- 5. Apply a DOT approved tack coat to promote adhesion between existing asphalt base and the new pavement surface we are installing.
- 6. PrePave Leveling: Our firm will level low and depressed areas by installing tons of asphalt leveling material.
- 7. New Pavement Installation: Apply SP 9.5 hot mix asphalt compacted to an average of 1.5 inch(es).
- 8. Compaction: Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
- 9. Compaction: Rolling of entire new asphalt pavement with Rubber Tire Traffic Roller.
- 10. **Barricading**: All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
- 11. **Mobilization(s):** This project includes 2 mobilization(s).

Total Price for this item: \$138,969.00

### Full Depth Repairs In C-1 Per Plans

- 1. The area under consideration for repair(s) comprises of 900 square feet of deteriorated pavement.
- 2. There exist 2 areas of repair.
- 3. Sawcut and remove damaged asphalt.
- 4. We will excavate repair area to a depth of 6 Inches. We will remove all materials from site.
- 5. Excavate and remove up to 20 tons of dirt and rock and remove from site.
- 6. Removal and disposal of all excavated material.
- 7. Install and compact 23 tons of limestone rock.
- 8. **Pavement Installation:** Apply DOT approved tack coat to promote adhesion between existing asphalt base and new hot asphalt.
- 9. Pavement Installation: Apply DOT approved hot mix asphalt compacted to an average of 1.5 inches.
- 10. Compaction: Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
- 11. **Barricading**: All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Total Price for this item: \$5,400.00





### **Line Striping**

- 1. STRIPING: Apply DOT approved latex paint, restriping only the Stop Bars that are milled off of the alleyways.
- 2. All work will be performed so that there is minimal interruption to your facility.

Total Price for this item: \$1,550.00

ATLANTICSOUTHERN PAVING AND SEALCOATING



### Site Map



Notes:



Existing Asphalt Very Thin



Notes:

**ATLANTIC**SOUTHERN

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on June 11, 2020.

Item	Description	Cost
1	Mill and Pave	\$138,969.00
2	Full Depth Repairs In C-1 Per Plans	\$5,400.00
3	Line Striping	\$1,550.00
	Tota	l: \$145,919.00

#### **Authorization to Proceed & Contract**

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal is good for a period of up to 90 days from the date of the proposal.

#### **Payment Terms**

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date:

Gerhard VanDerSnel | Manager Harmony Community Development District 7124 Harmony Square Dr S St. Cloud, FL 34773 gerhardharmony@gmail.com C: 407-301-2235 O: 407-301-2235

Gordon Young | Business Development Manager Atlantic Southern Paving and Sealcoating 460 Cox Road Cocoa, Florida 32926 E: gordon@atlanticsouthernpaving.com C: 954-591-3971 P: 321-256-4020 F: 954-581-0465 http://www.atlanticsouthernpaving.com



### **Contract Terms & Conditions**

- 1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
- 2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
- 3. It is understood and agreed that all work is performed "weather permitting".
- 4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
- 5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: \$500

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

- 6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
- 7. Additional mobilization(s) to be billed at \$4,500 each for **Paving.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by tresspassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
- 8. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
- 9. ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
- 10. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
- 11. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
- 12. Plans, engineering, layout, testing, bonds and as-builts by others.
- 13. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
- 14. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
- 15. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
- Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid invoice past due at least (30) thirty days.
- 17. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
- 18. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
- 19. This proposal is good for a period of up to 90 days from the date of the proposal.

### Paving Commercial | Owner Responsibility & Conditions

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless



## **Proposal: Harmony Alleyways Mill and Pave**

otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. **There will be additional costs if we are unable to access the work area billed at a minimum of (\$4,500 for Paving)** 

- 2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforseen conditions, you are required to let all service providors know about the change.
- 3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
- 4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
- 5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
- 6. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
- 7. De-mucking and removal of unsuitable materials not included.
- 8. Driving on Surface: Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, *no worries in time they will blend in with surrounding surface.*



Please click any of the links below to view and print all documents.

### **Company Attachments**

About Us COI 2020

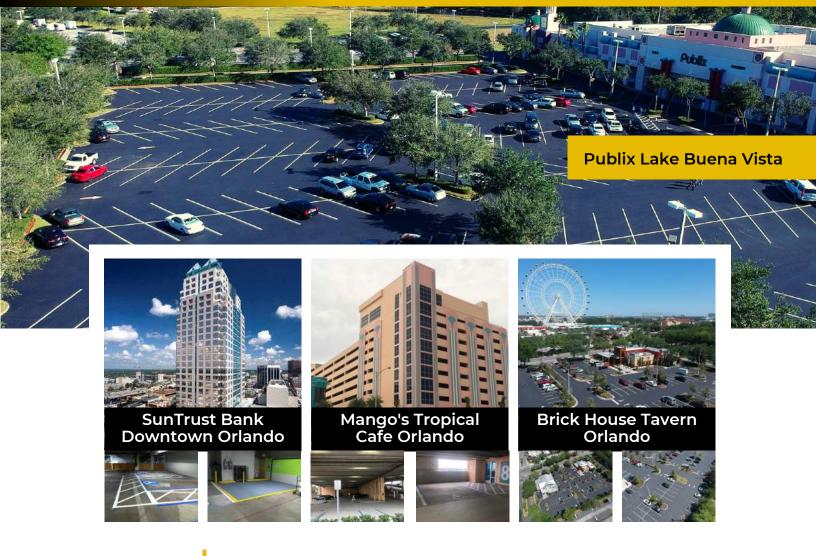
# 6Cvi.b



## Parking Lot Maintenance

**(407) 618-9646** 118 E. Jefferson St., Orlando, Fl 32801

Agenda Page 64



## One call, we do it all!

DCPLM is Central Florida's premier parking lot solutions provider. We can renew, revitalize, and restore your existing parking lot or, if it's a new development project, completely build from scratch your new lot. Your parking lot is the first experience your customer has with your business. Let's make it a good one!



www.dcplm.com





## **WHAT SOME OF OUR CLIENTS SAY**

"I could not be more pleased! Fantastic Job!... Thank you so much for all your hard work! I am very much looking forward to working with your company very soon!"



Anthony Gay President/Treasurer (727) 403-2925 Sand Lake Village

"D&C has completed multiple successful jobs in Texas and Louisiana, from sealcoating, stripping, asphalt repairs and concrete for shopping centers and entire communities."



Jim Stinson **General Contractor** (713) 829-1840 AMI



## REFERENCES

VACATION TIN VILLAGE

BONO

SOCIATES

Jeff Goddard Manager (407) 709-3909

Penny Macioszek Association Manager (407) 233-3560



**Novo Charge** 

Holiday Inn

Scoot Spires Manager (407) 235-0606

Marcia Ferreira **Project Manager**  References

Additional

DMC Holdings Larry Heath (407) 865-4162

E.P.A Carlos Project Manager (407) 620-6901

MARVIN Owner (407) 222-4163







Get in touch now for pricing & information

"Wonderful job! We had problems with the lightning in the parking and Diego did a great job. Kudos to him and his team. Great Job!"



Angie Bradford Manager Office Depot - Louisiana Location

"D&C striped our parking lot and painted our wheel stops. He did a fantastic job in a very timely fashion. We recommend him to anyone who needs a parking lot striped or painted."



James Clark Director (281) 412-9630 Pearland Family Tae Kwon Do

## SOME OF OUR PROJECTS



Click on each project to see more

Suntrust Bank

**Mango's Tropical Cafe** 

**Kroger Gas Station** 

**Georgia State Express Script** 

**Apartment Complex** 

Motel 6 Alabama

**Motel 6 Georgia** 

**Office Depot Louisiana** 

#### info@dcplm.com

www.dcplm.com



## **D&C PARKING LOT MAINTENANCE**

Phone Number: (407) 618-9646 Email: info@dcplm.com Address: 2908 Woods Ave, Orlando, Fl 32805

## WHAT TO EXPECT AFTER YOUR ASPHALT/PAVING SERVICE WITH D&C PARKING LOT MAINTENANCE

#### **1) CRACKINGS IN ASPHALT**

Existing cracks in asphalt, before overlay, may eventually return trough overlay. This is especially common with a soil cement base.

#### 2) POWER STEERING MARKS

These are marks from cars turning their wheels without moving. These should wear-in over time.

#### **3) SAND ON NEWLY PAVED SURFACE**

Some jobs will have sand applied after an overlay. This helps seal asphalt and minimize scarring. The sand will soon dissipate with time and weather.

#### **4) SEAMS/JOINTS**

These are from different passes with our paver or hand work. Vehicle traffic will make these disappear.

#### **5) LOOSE ROCKS**

Loose rocks from the asphalt are normal for the first 30 days, then will stop.

#### 6) KEEP ALL HEAVY EQUIPMENT OFF NEW ASPHALT FOR AS LONG AS POSSIBLE

**FOLLOW US** 





#### D&C Parking Lot Maintenance Inc.

10150 Grand Canal Dr. UNIT 15302 Windermere, FL 34786 US info@dcplm.com www.dcplm.com

## **Estimate**

#### ADDRESS

Harmony Community Development Distric



#### ESTIMATE # 1645 DATE 06/12/2020

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT	
	Sales	mill 1.25 clean up haul away	10,850	2.20	23,870.00	
	Sales	МОТ	2,500	1.00	2,500.00	
	Sales	Overlay (Depth 1.25" s-3 tack included	10,850	6.92	75,082.00	
		total sqy 10850 1.25" 1. Contractor to mark off area of repair with customer prior to start of work. 2. Contractor to have unobstructed access to area where work is to be performed.				
		<ol> <li>Contractor to install 1.25" of hot plant mixed asphalt Type S- III over the newly installed base.</li> <li>New asphalt to be rolled and compacted using a steel drum roller and a rubber tire traffic roller.</li> <li>Contractor to haul and dispose of any work-related debris.</li> </ol>				
		<ul> <li>All used materials are disposed of at an environmentally friendly dumping facility.</li> <li>If this work requires a permit all permit and procurement fees are an additional cost to this contract total.</li> <li>This contractor stays up to date on all ADA changes. However, when dealing with ADA claims or</li> </ul>				

DATE SERVICE	DECODIDITION	OTV		
	DESCRIPTION	QTY	RATE	AMOUNT
	lawsuits this contractor recommends that an engineer be retained to make sure all applicable laws and codes are met.			
Pavement Markings	Striping crew mobilization:2-3 Delivery and retrieval of equipment to and from job site.	6,999	1.00	6,999.00
	Striping and layout back to existing:			
	white 4" LF 22780 22 ARROWS 22 STOPS			
	Paint D&C Parking Lot uses: WATERBORNE TRAFFIC PAINT			
	Formulated with high solids for more coverage, durability and brighter colors. Formulated to reduce new asphalt cracking. Lead free, low VOC's and non- hazardous. Exceeds Fed Spec TTP-1952-D			
	THERMO PLASTIC OPTION			
	22,578 LF			
	4" LINE LF \$ 5.80 ARROW \$ 190 EACH STOP BAR \$ 330 EACH			
All material/ work is guaranteed to be as descri All work is to be completed in a workmanlike m standard practices			\$108	,451.00
Any changes to the above scope of work involv executed only upon written orders and will be a he specified work outlined above All agreements contingent upon strikes, accide our control	an extra charge above			
our control Owner to carry fire, tornado and other necessa	ry insurance ABOVE			
NORK				

Thank you have a great day!

Thank you have a great day!

Accepted By

Accepted Date

# 6Cvi.c



2283 W. Airport Blvd. Sanford, FL. 32771 Phone: 407-323-0111 Fax: 407-323-2003 www.seminoleasphaltpaving.com



HARMONY COMMUNITY DEVELOPMENT DISTRICT GERHARD VAN DER SNEL 3500 HARMONY SQUARE DR. W HARMONY, FL 34773

Date: Proposal #: 6/9/2020 20200793

Rep	Cust	tomer Phone	Project			
SL	4(	073012235	HARMONY REPAIRS			
ltem	Qty.		Description	Rate	U/M	Total
MILLING			L EXISTING ASPHALT TO 1 1/2" DEPTH, CLEAN WAY ALL DEBRIS	24,135.00	LS	24,135.00
TACK / TRKLS			CKLESS ASPHALT TACK TO INSURE BOND & NEW PAVEMENT.			
PAVING / D&L	11,007	ROLLED AND CO	ISTALL TYPE SP-9.5 HOT MIX ASPHALT. OMPACTED WITH A MULTI TON STEEL ROLLER TRAFFIC ROLLER TO 1 1/2" DEPTH, Y 11007 SY	8.20	PSY	90,257.40
MOT		MAINTENANCE		2,250.00	LS	2,250.00
RS		LAYOUT & PAIN	T WITH D.O.T. APPROVED TRAFFIC PAINT VE GLASS BEADS, 26 ARROWS AND 16 STOP	920.00		920.00
		TOTAL PROPOSA	AL AMOUNT FOR ABOVE ITEMS			117,562.40
THERMO		OPTION: INSTALL 26 ARR THERMOPLASTI	OWS AND 16 STOP BARS IN HOT POUR C	3,160.00	LS	3,160.00
WE L	OOK FORW	L VARD TO WORKING	WITH YOU			
		0 DAYS FROM DAT				
BY SIGNING AN	D/OR ACC	EPTING THIS PROPO	DSAL YOU AGREE TO			

NING AND/OR ACCEPTING THIS PROPOSAL YOU AGREE TO THE TERMS OF OUR CONTRACT

DATE:

CONFIDENTIALITY NOTICE: This proposal is intended only for the use of the party to which it is addressed and contains information that is privileged, confidential and/or protected by law. If you are not the party named above you are hereby notified that any dissemination of this or its contents is strictly prohibited.



#### SEMINOLE ASPHALT PAVING INC. TERMS OF PROPOSAL

Proposal #20200793Date: 6/9/20Customer:HARMONY COMMUNITY DISTRICTJob Name:HARMONY REPAIRS

Owner/Prime Contractor acknowledges that supply shortages in Florida for the raw materials (specifically liquid asphalt and aggregates) necessary for the production and delivery of hot mix asphalt materials may occur and that the prices for these materials may increase during the term of this agreement. If liquid asphalt increases by 5% or more, Seminole Asphalt Paving, Inc., will have the right to adjust the unit prices accordingly based on the liquid asphalt material pricing from FDOT asphalt price index. All FDOT index information can be accessed at the following website: <a href="https://www.dot.state.fl.us/Construction/fuel&bit.htm">www.dot.state.fl.us/Construction/fuel&bit.htm</a>

Overruns due to low areas are billed at \$95.00 per ton, leveling due to job created issues out of our control is billed at \$110.00 per ton. Measurements done upon completion. Asphalt is based on 110 lbs. per square yard inch.

Not responsible for overall water drainage. Seminole Asphalt Paving, Inc. cannot guarantee positive drainage in any area with fall of less than 1" in 10'.

Work must be scheduled at least (5) weeks (25 business days) in advance to assure crew availability. No work will be scheduled until an executed Acceptance of Proposal or Contract and Notice To Owner sheet is received.

Pricing excludes: any permits, fees, payment and performance bonds, testing, as-builts, surveying, staking, utility location and adjustment or relocation, prime and sand, asphalt patching, asphalt leveling, asphalt saw-cutting, asphalt milling, asphalt removal, temporary/permanent striping, and light towers (if applicable), unless otherwise stated on proposal.

Price does not include any maintenance of traffic in live lanes. Prime Contractor to provide maintenance of traffic devices (i.e. flagmen, temporary signs, barricades, arrow boards, variable message boards, off-duty law enforcement officers, "MAS System" ect.) that may be required. Maintenance of traffic deficiencies on this project that cause delays to Seminole Asphalt Paving Inc. work shall result in back charges for "stand-by" time.

Price includes one (1) mobilization (unless otherwise stated on proposal) for paving; any additional mobilizations will be billed @ \$2800.00 per mobilization. (Mobilizations due to acts of God or reasons not initiated by the customer or customer's representative are not billed as additional)

Pricing is based on performing work during daytime operational hours and in accordance with Seminole Asphalt Paving Inc. normal operation schedule.

Price is valid for 30 days (unless otherwise stated on proposal), if paving has not started within 30 days of above date; price is subject to change if asphalt prices have increased. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed price. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and includes a one (1) year warranty from the date of our completion. No warranty is offered on repairs done to work completed by others. (Full warranty description available upon completion)

All agreements are contingent upon strikes, accidents or delays beyond our control. Property Owner is to carry fire, tornado, and other necessary insurance. Our Workers are fully covered by Workers Compensation Insurance.

**Terms:** Standard terms are Net30 unless otherwise stated on your invoice. Invoices not paid in full when due will be subject to a service charge of 1 ½% per month (18% per annum). If the account is placed with an attorney or collection agency for collection, the customer shall be liable for all costs of collection, including, but not limited to a reasonable attorney fee or collection agency fee.

#### ACCEPTANCE OF PROPOSAL

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

This proposal must be signed & returned by email, fax or mail in order to schedule the specified job. Notice to Owner Information must also be received prior to the start date of the job.

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

Signature:\_\_\_\_

Date:

## **NOTICE TO OWNER INFORMATION REQUEST**

Customers Name:				
Project Name:				
Project Address:				
Legal Description: Sec_	Township	0	Range	
Or Book	Page			
County:		P.O.#		
<u>GC AND OWNER INFO *</u>	*REQUIRED**			
Owners Name:				
Owners Address:				
Phone#:				
General Contractor:				
GC's Address:				
Phone #:				
Lender:				
Lender Address:				
Bond Surety:		Bond #:		
Address:				
Accounts Payable Depa	rtment Information:			
Contact:		_Email:		
Phone:		_Fax:		
This sheet and its requi	red information must b	e received and ap	pproved before we can <b>p</b>	proceed on your
project. <mark>A copy of the N</mark>	otice of Commenceme	nt and the Bond is	s required, if available.	
PLEASE COMPLETE A FAX TO 407-323-2003		NG@SEMINOLE	EASPHALTPAVING.CC	M

## **Seventh Order of Business**



### MEMORANDUM

# TO:Board of Supervisors, Harmony CDDFROM:Helena Randel, Accountant IICC:Kristen Suit, District ManagerDATE:June 9, 2020SUBJECT:May 2020 Financials

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

#### General Fund

- Due From Other Funds The general fund transferred funds to the series 2015 debt service fund to cover the 5/1 principal and interest payments. The general fund will be repaid as assessments are received.
- Total Revenue through April is approximately 62% of the annual budget.
  - Other Miscellaneous Revenues Tax collector refunded fire rescue assessment on exempt parcels.
  - Insurance Reimbursements sign, post and shrub damage claim of \$891 and hit and run-OV hit IV claim of \$2,205.
- Total Expenditures through May are at 63% of the annual budget.
  - Administrative
    - ProfServ-Engineering Boyd Civil Engineering services.
    - Postage and Freight FedEx services and reimbursements to Inframark.
    - Rental-Meeting Room FY20 room rental services were recorded as a prepayment, when paid in Sept. 2019, then moved to 'Rental-Meeting Room' in October 2019.
    - Misc.-Contingency Includes Centerstate bank fees, reimbursement to Inframark and services provided by the HOA.
  - ► Field
    - ProfServ-Field Management Florida Resource Mgmt services and health/life insurance.
  - Landscaping Services
    - R&M-Trees and Trimming Lift, thin, remove and plant community trees.
    - Miscellaneous Services East lake berm maintenance and ancillary landscaping costs.
  - Utilities
    - Electricity-General Services provided by OUC.
    - Electricity-Streetlighting Services provided by OUC.
  - Operation & Maintenance
    - Communication-Telephone Sprint Solutions.
    - R&M-Pools Rebuild kit, supplies, monthly control lease for Ashley Park, splash pad repairs and pool umbrellas.
    - R&M-User Supported Facility Pud amendment, application fee, and RV storage and community garden area boundary survey.
    - Miscellaneous Services Johnston Surveying Field Stake E. Boundary.
    - Misc.-Contingency Printers (2), Adobe Acrobat Pro, hedge trimmer, iCloud storage, plastic shelving, work boots, job posting and ancillary costs. The District is required to mitigate certain invasive weeds. This is largely a chemical and equipment based process. These expenses will be shown under Misc. Contingency within the FY2020 budget.
    - Capital Outlay-Other Playground equipment and 4" well.
    - Capital Outlay-Vehicles Polaris Utility Vehicle.
    - Reserve-Renewal & Replacement Costs associated with trailer (trench \$1,500, disconnect power and move service \$6,380, truck rental and container lease \$4,060, installation of shell area \$7,725).
  - Other Financing Sources (Uses)
  - Operating Transfers-Out-FY18, FY19 and FY20 VC1 debt service assessments transferred from the general fund to the series 2015 debt service fund.
- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. The loan amount of \$4,658.20 has been repaid.

## HARMONY

**Community Development District** 

Financial Report May 31, 2020



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## HARMONY

Community Development District

## **Financial Statements**

(Unaudited)

May 31, 2020

#### **Governmental Funds**

#### **Balance Sheet**

May 31, 2020

	G		RIES 2014 DEBT ERVICE	RIES 2015 DEBT SERVICE	
ACCOUNT DESCRIPTION		FUND	 FUND	 FUND	 TOTAL
ASSETS					
Cash - Checking Account	\$	330,938	\$ -	\$ -	\$ 330,938
Due From Other Funds		66,078	-	-	66,078
Investments:					
Certificates of Deposit - 12 Months		106,442	-	-	106,442
Money Market Account		658,103	-	-	658,103
Prepayment Account		-	-	135,161	135,161
Reserve Fund		-	607,313	340,000	947,313
Revenue Fund		-	112,800	22	112,822
TOTAL ASSETS	\$	1,161,561	\$ 720,113	\$ 475,183	\$ 2,356,857
<u>LIABILITIES</u>					
Accounts Payable	\$	30,371	\$ -	\$ -	\$ 30,371
Accrued Expenses		15,000	-	-	15,000
Due To Other Funds		-	-	66,078	66,078
TOTAL LIABILITIES		45,371	-	66,078	111,449
FUND BALANCES					
Restricted for:					
Debt Service		-	720,113	409,105	1,129,218
Assigned to:					
Operating Reserves		423,528	-	-	423,528
Reserves-Renewal & Replacement		92,370	-	-	92,370
Reserves - Self Insurance		50,000	-	-	50,000
Reserves - Sidewalks & Alleyways		153,208	-	-	153,208
Unassigned:		397,084	-	-	397,084
TOTAL FUND BALANCES	\$	1,116,190	\$ 720,113	\$ 409,105	\$ 2,245,408
TOTAL LIABILITIES & FUND BALANCES	\$	1,161,561	\$ 720,113	\$ 475,183	\$ 2,356,857

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	
REVENUES					
Interest - Investments	\$ 6,000	\$ 4,000	\$ 7,220	\$ 3,220	
Hurricane Irma FEMA Refund	-	-	1,158	1,158	
Interest - Tax Collector	-	-	713	713	
Special Assmnts- Tax Collector	1,876,212	1,876,212	1,140,091	(736,121)	
Special Assessments-Tax Collector-VC1	(22,435)	(22,435)	-	22,435	
Special Assmnts- Discounts	(75,048)	(75,048)	(42,252)	32,796	
Other Miscellaneous Revenues	-	-	694	694	
Access Cards	1,200	800	880	80	
Insurance Reimbursements	-	-	3,096	3,096	
Facility Revenue	300	200	700	500	
User Facility Revenue	12,600	8,400	2,590	(5,810)	
TOTAL REVENUES	1,798,829	1,792,129	1,114,890	(677,239)	
EXPENDITURES					
Administration					
P/R-Board of Supervisors	11,200	7,464	6,000	1,464	
FICA Taxes	857	568	459	109	
ProfServ-Arbitrage Rebate	1,200	600	-	600	
ProfServ-Dissemination Agent	1,500	1,500	1,500	-	
ProfServ-Engineering	7,500	5,000	6,494	(1,494)	
ProfServ-Legal Services	75,000	50,000	43,786	6,214	
ProfServ-Mgmt Consulting Serv	64,985	43,324	43,323	1	
ProfServ-Property Appraiser	779	779	392	387	
ProfServ-Special Assessment	8,822	8,822	8,822	-	
ProfServ-Trustee Fees	10,024	5,390	-	5,390	
Auditing Services	4,355	4,355	4,355	-	
Postage and Freight	750	504	559	(55)	
Rental - Meeting Room	4,200	2,800	3,600	(800)	
Insurance - General Liability	27,867	27,867	22,888	4,979	
Printing and Binding	2,000	1,336	216	1,120	
Legal Advertising	900	600	252	348	
Misc-Property Taxes	26,600	26,600	-	26,600	
Misc-Records Storage	150	104	-	104	
Misc-Assessmnt Collection Cost	37,524	37,524	21,957	15,567	
Misc-Contingency	2,600	1,736	683	1,053	
Office Supplies	150	104	-	104	
Annual District Filing Fee	175	175	175	-	
Total Administration	289,138	227,152	165,461	61,691	

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Field		100.000		
ProfServ-Field Management	290,000	193,336	191,913	1,423
Total Field	290,000	193,336	191,913	1,423
Landscape Services				
Contracts-Mulch	61,000	40,664	39,634	1,030
Contracts - Landscape	278,000	185,336	175,610	9,726
Cntrs-Shrub/Grnd Cover Annual Svc	157,000	104,664	102,936	1,728
R&M-Irrigation	15,000	10,000	4,459	5,541
R&M-Trees and Trimming	25,000	16,664	29,810	(13,146)
Miscellaneous Services	27,475	18,320	18,954	(634)
Total Landscape Services	563,475	375,648	371,403	4,245
Utilities				
Electricity - General	32,000	21,336	24,504	(3,168)
Electricity - Streetlighting	88,000	58,664	66,411	(7,747)
Utility - Water & Sewer	150,000	100,000	96,732	3,268
Total Utilities	270,000	180,000	187,647	(7,647)
Operation & Maintenance	4 500	0.000	0.404	(10.1)
Communication - Telephone	4,500	3,000	3,431	(431)
Utility - Refuse Removal	3,000	2,000	1,853	147
R&M-Ponds	10,000	6,664	2,532	4,132
R&M-Pools	25,000	16,664	22,981	(6,317)
R&M-Roads & Alleyways	5,000	3,336	688	2,648
R&M-Sidewalks	15,000	10,000	6,425	3,575
R&M-Vehicles	20,000	13,336	8,845	4,491
R&M-User Supported Facility	12,600	8,400	10,070	(1,670)
R&M-Equipment Boats	7,500	5,000	2,626	2,374
R&M-Parks & Facilities	70,000	46,664	12,887	33,777
Miscellaneous Services	2,400	1,600	1,250	350
Misc-Contingency	9,000	6,000	3,077	2,923
Misc-Security Enhancements	7,500	5,000	4,596	404
Op Supplies - Fuel, Oil	5,000	3,336	2,210	1,126
Cap Outlay - Other	5,000	5,000	33,073	(28,073)
Cap Outlay - Vehicles	20,000	20,000	15,451	4,549
Reserve - Renewal&Replacement	-	-	19,665	(19,665)
Reserve - Sidewalks & Alleyways	60,000	60,000		60,000
Total Operation & Maintenance	281,500	216,000	151,660	64,340

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET			AR TO DATE BUDGET	YE	AR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)		
TOTAL EXPENDITURES		1,694,113		1,192,136		1,068,084		124,052	
Excess (deficiency) of revenues									
Over (under) expenditures		104,716		599,993		46,806		(553,187)	
OTHER FINANCING SOURCES (USES)									
Operating Transfers-Out		-		-		(83,196)		(83,196)	
Contribution to (Use of) Fund Balance		104,716		-		-		-	
TOTAL FINANCING SOURCES (USES)		104,716		-		(83,196)		(83,196)	
Net change in fund balance	\$	104,716	\$	599,993	\$	(36,390)	\$	(636,383)	
FUND BALANCE, BEGINNING (OCT 1, 2019)		1,152,580		1,152,580		1,152,580			
FUND BALANCE, ENDING	\$	1,257,296	\$	1,752,573	\$	1,116,190			

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		YEAR TO DATE		VARIANCE (\$) FAV(UNFAV)	
REVENUES								
Interest - Investments	\$	1,000	\$	664	\$	7,974	\$	7,310
Special Assmnts- Tax Collector		1,255,895		1,255,895		767,672		(488,223)
Special Assmnts- Prepayment		-		-		21,328		21,328
Special Assmnts- Discounts		(50,235)		(50,235)		(28,450)		21,785
TOTAL REVENUES		1,206,660		1,206,324		768,524		(437,800)
EXPENDITURES								
Administration								
Misc-Assessmnt Collection Cost		25,118		25,118		14,785		10,333
Total Administration		25,118		25,118		14,785		10,333
		·		· .		· · · ·		· .
Debt Service								
Principal Debt Retirement		615,000		615,000		610,000		5,000
Principal Prepayments		-		-		95,000		(95,000)
Interest Expense		571,213		571,213		569,413		1,800
Total Debt Service		1,186,213		1,186,213		1,274,413		(88,200)
TOTAL EXPENDITURES		1,211,331		1,211,331		1,289,198		(77,867)
Excess (deficiency) of revenues								
Over (under) expenditures		(4,671)		(5,007)		(520,674)		(515,667)
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance		(4,671)		-		-		-
TOTAL FINANCING SOURCES (USES)		(4,671)		-		-		-
Net change in fund balance	\$	(4,671)	\$	(5,007)	\$	(520,674)	\$	(515,667)
FUND BALANCE, BEGINNING (OCT 1, 2019)		1,240,787		1,240,787		1,240,787		
FUND BALANCE, ENDING	\$	1,236,116	\$	1,235,780	\$	720,113		

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	YEAR TO DATE ACTUAL		ARIANCE (\$) AV(UNFAV)
REVENUES							
Interest - Investments	\$ 300	\$	200	\$	6,895	\$	6,695
Special Assmnts- Tax Collector	1,029,367		1,029,367		576,573		(452,794)
Special Assmnts- Prepayment	-		-		491,127		491,127
Special Assmnts- Discounts	(41,175)		(41,175)		(21,368)		19,807
TOTAL REVENUES	988,492		988,392		1,053,227		64,835
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	20,587		20,587		11,104		9,483
Total Administration	 20,587		20,587		11,104		9,483
Debt Service							
Principal Debt Retirement	430,000		430,000		395,000		35,000
Principal Prepayments	-		-		1,315,000		(1,315,000)
Interest Expense	 556,606		556,606		532,613		23,993
Total Debt Service	 986,606		986,606		2,242,613		(1,256,007)
TOTAL EXPENDITURES	1,007,193		1,007,193		2,253,717		(1,246,524)
Excess (deficiency) of revenues Over (under) expenditures	(18,701)		(18,801)		(1,200,490)		(1 191 690)
Over (under) expenditures	 (10,701)		(10,001)		(1,200,490)		(1,181,689)
OTHER FINANCING SOURCES (USES)							
Interfund Transfer - In	-		-		83,196		83,196
Contribution to (Use of) Fund Balance	(18,701)		-		-		-
TOTAL FINANCING SOURCES (USES)	(18,701)		-		83,196		83,196
Net change in fund balance	\$ (18,701)	\$	(18,801)	\$	(1,117,294)	\$	(1,098,493)
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,526,399		1,526,399		1,526,399		
FUND BALANCE, ENDING	\$ 1,507,698	\$	1,507,598	\$	409,105		

## HARMONY

Community Development District

## Supporting Schedules

May 31, 2020

### Non-Ad Valorem Special Assessments Osceola County Tax Collector - Monthly Collection Report For the Fiscal Year Ending September 30, 2020

						Allocation by Fund					
		Discount/			Gross			Se	eries 2014	S	Series 2015
Date	Net Amount	(Penalties)	Collection		Amount		General	De	bt Service	D	ebt Service
Received	Received	Amount	Cost		Received		Fund		Fund		Fund
ASSESSMEN	TS LEVIED FY 20	)20		\$	4,039,513	\$	1,853,780	\$	1,248,230	\$	937,503
Allocation %					100%		45.89%		30.90%		23.21%
11/08/19	11,970	657	245		12,871		5,907		3,977		2,987
11/21/19	222,565	9,463	4,542		236,570		108,565		73,101		54,904
12/06/19	1,608,753	68,399	32,832		1,709,984		784,732		528,394		396,859
12/09/19	844	10	17		871		400		269		202
12/23/19	296,629	11,114	6,054		313,797		144,005		96,965		72,827
01/10/20	43,523	1,374	888		45,785		21,011		14,148		10,626
01/13/20	4,833	145	99		5,077		2,330		1,569		1,178
02/12/20	44,693	986	912		46,592		21,382		14,397		10,813
02/12/20	1,839	20	38		1,896		870		586		440
03/09/20	31,053	360	634		32,048		14,707		9,903		7,438
04/10/20	51,698	-	1,055		52,753		24,209		16,301		12,243
04/10/20	3,982	-	81		4,064		1,865		1,256		943
05/12/20	18,683	(460)	381		18,604		8,538		5,749		4,318
05/12/20	3,356	-	68		3,425		1,572		1,058		795
TOTAL	\$ 2,344,421	\$ 92,069 \$	47,846	\$	2,484,336	\$	1,140,091	\$	767,672	\$	576,573
Collected in %	0				62%						
TOTAL				¢	4 555 477	¢	74.0 000	¢	400 557	۴	000.004
TOTAL OUTS	STANDING			\$	1,555,177	\$	713,689	\$	480,557	\$	360,931

1.) Prepayments were received during the budget process resulting in a variance between assessments budgeted and assessments placed on the tax roll.

## **Cash and Investment Report**

May 31, 2020

neral Fund		]			
Account Name	Bank Name	Investment Type	<u>Maturity</u>	Yield	Balance
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$325,142
Debit Account	CenterState Bank	Debit Account	n/a	0.25% Subtotal	\$5,796 \$330,938
Certificate of Deposit	BankUnited	12 month CD	2/19/2021	1.60%	\$106,442
Money Market Account	BankUnited	Money Market Account	n/a	0.25%	\$658,103
				Subtotal	\$764,545

## Debt Service and Capital Projects Funds

Account Name	Bank Name	Investment Type	<u>Maturity</u>	Yield	<b>Balance</b>
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.02%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.02%	\$112,800
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$135,161
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$22
				Subtotal	\$1,195,296
				Total	\$2,290,779

# **7B**

## Invoice Approval Report # 242

## June 12, 2020

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
		·	
AMERITAS LIFE INSURANCE CORP.	051520-0000		\$ 127.12
		Vendor Total	\$ 127.12
BOYD CIVIL ENGINEERING	02659	А	\$ 2,225.63
		Vendor Total	\$ 2,225.63
BRIGHT HOUSE NETWORKS - ACH	028483401050720 ACH	R	\$ 123.98
	028483501053020 ACH		\$ 99.98
		Vendor Total	\$ 223.96
FLORIDA RESOURCE MGT LLC-ACH	81237	R	\$ 10,213.29
	81409		\$ 9,653.73
		Vendor Total	
HARMONY CDD	060120	R	\$ 140,000.00
	000120	Vendor Total	
		=	
HARMONY CDD C/O U.S. BANK	52220	_	\$ 6,810.19
		Vendor Total	\$ 6,810.19
HUMANA MEDICAL PLAN	512980546	R	\$ 1,801.72
	512980540	R	\$ 1,801.72
		Vendor Total	\$ 3,603.44
INFRAMARK	52280	А	\$ 5,433.57
		Vendor Total	
JOHNSTON'S SURVEYING INC.	34480	R	\$ 500.00
		Vendor Total	
	3955	R	\$ 327.14
	0000	Vendor Total	
	0007000	-	• • • • • •
NORTH SOUTH SUPPLY, INC.	3327338		\$ 37.53 \$ 202.01
	3332464		\$ 302.01
		Vendor Total	\$ 339.54
ORLANDO UTILITIES COMMISSION-ACH	050820-9921 ACH	_	\$ 9,879.82
		Vendor Total	\$ 9,879.82

#### Invoice Approval Report # 242 June 12, 2020 Invoice A= Approval Invoice Payee **R= Ratification** Number Amount **PINEY BRANCH MOTORS INC - ACH** RI1013311 ACH R \$ 90.00 \$ R 490.00 dba ALLIED TRAILERS RI1013310 ACH Vendor Total \$ 580.00 POOLSURE 101295605203 R \$ 150.00 \$ 382.50 101295605201 R 101295605296 R \$ 60.00 101295605763 R \$ 337.50 R \$ 225.00 101295605764 Vendor Total \$ 1,155.00 **SERVELLO & SONS INC** \$ 16621 R 653.42 R \$ 16566 39,080.95 Vendor Total \$ 39,734.37 **SPRINT SOLUTIONS, INC. - ACH** 244553043-082 R \$ 427.30 Vendor Total \$ 427.30 SSPS INC. 86676 R \$ 239.87 Vendor Total \$ 239.87 SUN PUBLICATIONS DBA 219760 R \$ 116.10 dba OSCEOLA NEWS GAZETTE 219759 R \$ 42.21 Vendor Total \$ 158.31 **TOHO WATER AUTHORITY - ACH** 051620 ACH R \$ 15,542.19 15,542.19 Vendor Total \$ **US BANK** 5754184 R \$ 5,589.66 Vendor Total \$ 5,589.66 WASTE CONNECTIONS OF FL. 1276746 R \$ 225.00 Vendor Total \$ 225.00 YOUNG QUALLS, P.A. 16007 А \$ 7,620.00 Vendor Total \$ 7,620.00

Total	\$ 260,609.13
Total Invoices	\$ 260,609.13

## HARMONY

Community Development District

Check Register

May 1 - May 31, 2020

**Community Development District** 

#### Payment Register by Bank Account

For the Period from 5/1/20 to 5/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ANK U	NITED MMA	A - (ACCT#)	XXXXX2815	1					
neck	116	05/14/20	Vendor	HARMONY CDD	050620	TRNFR BU MM TO CK	Due to other Funds	131000	\$225,000.0
								Account Total	\$225,000.0
ENTER	STATE BAN	IK GF - (AC	CT# XXXX	<u> X2933)</u>					
neck	55431	05/05/20	Vendor	AMERITAS LIFE INSURANCE CORP.	041520-0000	05/01-05/31/20 LIFE INSUR	ProfServ-Field Management	001-531016-53901	\$185.2
neck	55432	05/07/20	Vendor	NUTRIEN AG SOLUTIONS, INC	41787296	WEED MITIGATION	Misc-Contingency	001-549900-53902	\$2,117.5
neck	55433	05/07/20	Vendor	POOLSURE	101295604316	MAY ASHLEY PARK CNTLR LEASE	R&M-Pools	001-546074-53910	\$60.0
ieck	55434	05/07/20	Vendor	SPIES POOL LLC	351214	SWIM CLUB POOL PATCH	R&M-Pools	001-546074-53910	\$395.0
neck	55434	05/07/20	Vendor	SPIES POOL LLC	351260	RPLCD SWIM CLUB GRIDS	R&M-Pools	001-546074-53910	\$1,195.0
neck	55435	05/07/20	Vendor	SUN PUBLICATIONS DBA	212551	04/01/20-04/30/20 LEGAL ADV	Legal Advertising	001-548002-51301	\$93.
neck	55436	05/07/20	Vendor	TEM SYSTEMS, INC.	INV7266	RPR POOL DOOR ACCESS CNTRLR	R&M-Pools	001-546074-53910	\$149.0
ieck	55437	05/07/20	Vendor	WASTE CONNECTIONS OF FL.	1272024	05/01/20-05/31/20 WASTE REMOVAL	Utility - Refuse Removal	001-543020-53910	\$225.
eck	55438	05/14/20	Vendor	AMERITAS LIFE INSURANCE CORP.	00000-031620	04/01-04/30/20 LIFE INSUR	ProfServ-Field Management	001-531016-53901	\$69.
eck	55439	05/14/20	Vendor	FEDEX	7-003-62295	SRVCS THRU 05/05/20	Postage and Freight	001-541006-51301	\$16.
neck	55440	05/14/20	Vendor	POOLSURE	101295605008	5/6 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$525.
neck	55441	05/20/20	Vendor	HUMANA MEDICAL PLAN	512980546	MAY 2020 HEALTH INSUR	ProfServ-Field Management	001-531016-53901	\$1,801.
eck	55442	05/20/20	Vendor	JOHNSTON'S SURVEYING INC.	34480	RV STORAGE SURVEY	R&M-User Supported Facility	001-546159-53910	\$500.
neck	55443	05/20/20	Vendor	NORTH SOUTH SUPPLY, INC.	3327338	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$37.
neck	55444	05/20/20	Vendor	POOLSURE	101295605203	5/13 SWIM CLUB BLEACH	R&M-Pools	001-546074-53910	\$150.
eck	55444	05/20/20	Vendor	POOLSURE	101295605201	ASHLEY PARK BLEACH & ACID	R&M-Pools	001-546074-53910	\$382.
neck	55445	05/28/20	Vendor	SERVELLO & SONS INC	16621	MAY 2020 EAST LAKE BERM	Miscellaneous Services	001-549001-53902	\$653.
ieck	55445	05/28/20	Vendor	SERVELLO & SONS INC	16566	MAY 2020 LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$4,942.
neck	55445	05/28/20	Vendor	SERVELLO & SONS INC	16566	MAY 2020 LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,299.
neck	55445	05/28/20	Vendor	SERVELLO & SONS INC	16566	MAY 2020 LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$12,838.
eck	55446	05/28/20	Vendor	HARMONY CDD C/O U.S. BANK	52220	TRXFR TAX COLLECT SER 2014	Due to other Funds	131000	\$6,810.
H	DD541	05/05/20	Employee	STEVEN P. BERUBE	PAYROLL	May 05, 2020 Payroll Posting			\$184.
ЭН	DD542	05/05/20	Employee	DAVID L. FARNSWORTH	PAYROLL	May 05, 2020 Payroll Posting			\$184.
н	DD543	05/05/20	Employee	WILLIAM BOKUNIC	PAYROLL	May 05, 2020 Payroll Posting			\$184.
н	DD544	05/05/20	Employee	MICHAEL J. SCARBOROUGH	PAYROLL	May 05, 2020 Payroll Posting			\$184.
н	DD548	05/07/20	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1008145 ACH	05/02/20-06/01/20 40' TRUCK RENTAL	Reserve - Renewal&Replacement	001-568130-53910	\$490
H	DD549	05/07/20	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1008146 ACH	05/02/20-06/01/20 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90
H	DD550	05/15/20	Vendor	TOHO WATER AUTHORITY - ACH	041620 ACH	03/17-04/16/20 UTILITY SRVCS	Utility - Water & Sewer	001-543021-53903	\$21,324
н	DD551	05/07/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	81072 ACH	PAYROLL PE 05/07/20	ProfServ-Field Management	001-531016-53901	\$10,675
н	DD552	05/19/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501043020 ACH	04/08/20-05/27/20 0050284835-01 Internet	Misc-Security Enhancements	001-549911-53910	\$99
н	DD553	05/19/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401050720 ACH	05/06-06/05/20 0050284834-01 Internet	Misc-Security Enhancements	001-549911-53910	\$123.
H	DD554	05/19/20	Vendor	SPRINT SOLUTIONS, INC ACH	244553043-081 ACH	03/26/20-04/25/20 24553043	Communication - Telephone	001-541003-53910	\$427.

**Community Development District** 

#### Payment Register by Bank Account

For the Period from 5/1/20 to 5/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH	DD555	05/26/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	81237	PAYROLL PE 05/17/20	ProfServ-Field Management	001-531016-53901	\$10,213.29
ACH	DD556	05/26/20	Vendor		050820-9921 ACH		5	001-543006-53903	\$2,009.15
ACH	DD556	05/26/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	050820-9921 ACH	04/09/20-05/08/20 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53903	\$7,870.67
ACH	DD557	05/26/20	Vendor	TOHO WATER AUTHORITY - ACH	042920-8389 ACH	03/29/20-04/29/20 UTILITY SRVCS	Utility - Water & Sewer	001-543021-53903	\$411.66
								Account Total	\$108,921.79

Total Amount Paid \$333,921.79

## HARMONY Community Development District

**Debit Card Invoices** 

May 1 - May 31, 2020

#### Monthly Debit Card Purchases May-20

Date	Vendor	Description	Amount
5/5/2020	Minnesota	Carburator CP	138.87
5/5/2020	Shine Armor	Shine Armor	72.89
5/5/2020	Pneumatic	Air Compressor Hose	25.98
5/18/2020	eBay	Park Purchase	71.73
5/19/2020	AAA Security	Hand Sanitizer	64.15
5/29/2020	Boonies	Polaris Oem Torsion Bar Rod Links Ends Bolts	29.95
5/1/2020	Amazon	Marine Vinyl & Rubber Cleaner & Protectant	50.70
5/1/2020	Winn-Dixie	Staff Water	29.90
5/4/2020	Amazon	Dawn Detergent	29.99
5/4/2020	Glacier Water	Staff Water	1.60
5/4/2020	Glacier Water	Staff Water	1.60
5/4/2020	D's Ace Hardware	Supplies	19.44
5/4/2020	Apple.com	iCloud 200 GB Storage Plan (Apple)	2.99
5/4/2020	Glacier Water	Staff Water	1.60
5/4/2020	Glacier Water	Staff Water	1.60
5/6/2020	Amazon	Return LED Law Enforcement Hazard Strobe Light	(33.99)
5/6/2020	Online Permitting	Pool Permits	1,075.52
5/6/2020	Amazon	Cleaning Brushes	(27.28)
5/6/2020	Amazon	Scrub Brush	10.99
5/6/2020	Amazon	Oil	14.88
5/7/2020	Amazon	Vacuum Bags	9.34
5/7/2020	Amazon	Paint Roller Kit	23.98
		Paint Rushes	
5/7/2020	Amazon		16.99
5/8/2020	Tractor Supply	Dog Pools	32.22
5/11/2020	Amazon	Gasket	11.37
5/11/2020	Generac Power	Stump Grinder Tow Kit	165.48
5/11/2020	Generac Power	Replacement Teeth for Stump Grinder	165.49
5/12/2020	Amazon	Robin 277-32604-08Ac Packing	14.69
5/12/2020	Sunoco	Fuel	18.09
5/12/2020	Sunoco	Fuel	39.54
5/12/2020	Sunoco	Fuel	49.52
5/12/2020	Amazon	Hose Hanger	40.91
5/13/2020	Amazon	Ph Water Test Kit Reagent	37.05
5/13/2020	Amazon	C Batteries	19.99
5/13/2020	Amazon	Carburetor	30.00
5/13/2020	Amazon	Liquid Reagent	29.67
5/14/2020	Amazon	Return Face Masks	(104.85)
5/14/2020	Amazon	Solid Brass Sprint Hooks	7.99
5/14/2020	Amazon	Chlorine	32.07
5/15/2020	Amazon	Cleaning Brushes	27.28
5/15/2020	Amazon	Tow Straps	13.81
5/15/2020	Amazon	Fuse	11.99
5/18/2020	Amazon	Sign: Do Not Enter	77.48
5/18/2020	Amazon	Restroom Deodorizer	18.99
5/18/2020	Amazon	Oil	11.54
5/19/2020	Sunoco	Fuel	37.55
5/19/2020	Amazon	Key Chain	6.99
5/19/2020	Amazon	Kayak Paddle Tent Pole Button Spring Snap Clip Locking Pin	8.99
5/19/2020	Amazon	3/8 In Quick Connect Pressure Washer Adapter Set	32.22
5/19/2020	Amazon	Pressure Washer Oring Seals	10.74
5/20/2020	Amazon	Return Boat Water Pump w/ Float Switch	(34.99)
5/20/2020	Amazon	Motion Sensor Spot Light	33.91
5/20/2020	Amazon	Motion Sensor Spot Light	33.91
5/20/2020	Amazon	Wireless Car Charger	30.99
5/20/2020	Amazon	Shop Towels	22.99
5/20/2020	Amazon	Restroom Supplies	14.00
5/21/2020	Sunoco	Diesel Pressure Washer	30.97
5/22/2020	Amazon	Washer - High Pressure Ball Valve Kit	62.28
5/22/2020	IDZ	Proxy Cards	718.20
5/26/2020	Amazon	Nitrile Gloves	15.40
5/26/2020	Amazon	Polaris Drive Shaft Rear Axle	79.95
5/26/2020	Generac Power	Stump Grinder	1,799.99
5/26/2020	Amazon	Polaris Bushing	7.50
5/27/2020	Amazon	Patio Umbrella	59.60
5/29/2020	Amazon	Fuse	11.99
5/29/2020	Amazon	Polaris Control Arm Pivot Tube, Bolt, Nut	39.80
5/29/2020	Amazon	Polaris Shaft Pivot	5.94
5/29/2020	Amazon	Polaris Bushing Kit	36.95
5/29/2020	Amazon	Polaris Bolts and Shaft	40.67
0/29/20/0			

# **Eighth Order of Business**

## **8A.**

## **Commentary On Poolside Sales**

- 1) Regarding the issue of "sales" at the Swim Club Pool, it is to be noted that any activity that occurs at any District Facility, which deviates from or alters in any way the normal operation of that facility, must be considered a "Special Event" and accordingly be subject to all regulations associated with such "Events".
- 2) In the past, the CCD Board has made a special effort to accommodate local businesses in any endeavor they undertake within Harmony boundaries. This has included the "waiving" of fees associated with an "Event" and taking a less formal approach to the "approval" of an "Event" when it is deemed in the best interest of the community.
- 3) With the placement of "signs" in the form of "menus" and the sale of food on the Pool premises without specifically noticed permission of any type being sought, this simple decorum, based on civility and mutual respect, has been abrogated – and must, of necessity, be addressed.
- 4) The means of "articulating/treating/correcting" the infraction is what must be established and executed. My opinion in this regard is as follows:
  - **A.** No modification of CDD "Rules" is necessary, only the enforcement of requirements that are already in-place for "Special Events";
  - **B.** All "signs" (menus) of any kind that are not part of the normal signage of the installation must be removed and all "sales" of any kind halted;
  - **C.** No resumption of any activity of any kind by any party will be permitted until such time as the affected party appeals to the District Board;
  - **D.** Such applications/appeals must be made formally, either by personal appearance or document submission, at a duly noticed public meeting;
  - **E.** Upon discussion and review by the Board, an Approval/Denial motion will be made, recorded, delivered, and appropriately actioned.