

See list of Agenda **Addenda** on Harmony Website  
for post-publication topics to be reviewed by Board

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**AUGUST 27, 2020**

**AGENDA PACKAGE**

**Meeting ID:** 826 6118 9540

**Meeting URL:** <https://us02web.zoom.us/j/82661189540>

**Call-In Nmbr:** (929) 205-6099



See list of Agenda **Addenda** on Harmony Website  
for post-publication topics to be reviewed by Board

## Harmony Community Development District

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



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

August 20, 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, August 27, 2020 at 6:00 pm via Zoom Video Communications under Florida Executive Order 20-69.

**Meeting ID: 826 6118 9540**

**Meeting URL: <https://us02web.zoom.us/j/82661189540>**

**Call-In Number: (929) 205-6099**

Following is the advance agenda for the meeting:

1. **Roll Call**
2. **Audience Comments** (*Agenda Topics Only - 3 Minute Time Limit*)
3. **Approval of Minutes for:**
  - A. **July 16, 2020 – Emergency Meeting**
  - B. **July 30, 2020 – Regular Monthly Meeting**
4. **Subcontractors' Reports**
  - A. **Servello Landscape Solutions**
    - i. Grounds Maintenance Status Report
5. **Staff Reports**
  - A. **District Engineer**
    - i. Consideration of Updated District Maps
  - B. **District Counsel**
    - i. Discussion of Locked CDD Irrigation Boxes
    - ii. Review of Memo re: District Solicitation Policy
    - iii. Review of Memo re: New Laws Effect on District
    - iv. Agreement for Use of Central Bark – No Update
    - v. PoolWorks® Matter – No Update
  - C. **Field Manager**
    - i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*)
    - ii. Facility Use Records (*Inclusive - Boats & Other*)
    - iii. Resident Submittals (*Facebook & Direct*)
    - iv. Ponds Maintenance (*Chart & Map*)
    - v. Wetland Report (*Chart & Map*)
    - vi. Discussion of Easement Access to Irrigation Controllers on Private Property
6. **District Manager's Report**
  - A. **Financial Statements for July 31, 2020**
  - B. **Approval of: #244 Invoices, Check Register, and Debit Purchases**  
*[Invoices & Debit Receipts Available Upon Request]*
  - C. **Discussion of FY21 Board Meeting Location**
  - D. **Facility Usage Applications – None**
7. **Business Discussions**
  - A. **Consideration of New East Dog Park**
  - B. **Discussion of Parcel VC-1 Usage**
8. **Supervisor Requests**
  - A. **Install Bench Near Pond on Cat Brier Trail** (*Supervisor Scarborough*)
9. **Adjournment**

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

Sincerely,

*Kristen Suit*

Kristen Suit  
District Manager

## **Third Order of Business**

**3A**

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The emergency meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, July 16, 2020, at 6:00 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

Steve Berube	Chairman
Bill Bokunic	Vice Chairman
David Farnsworth	Assistant Secretary
Mike Scarborough	Assistant Secretary

Also present were:

Kristen Suit	District Manager: Inframark
Tristan LaNasa	Young Qualls, P.A.
Steve Boyd	District Engineer
Gerhard van der Snel	Field Services Manager

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS** **Call to Order**

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

Ms. Suit noted those presents and stated the record will reflect we have a quorum.

Ms. Suit outlined the purpose for the emergency meeting regarding the sinkhole.

Mr. LaNasa noted the procedure was had to hold the meeting pursuant to the Harmony rules, Chapter 120 and Chapter 286.

*The record will reflect Supv Scarborough joined the meeting.*

**SECOND ORDER OF BUSINESS** **Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS** **Discussion and Consideration of  
Proposals for Sinkhole Repairs**

Supv Berube noted this is not a sinkhole, it is a ground depression. There was another depression on Bear Grass Road the other day that was repaired by the County; a similar situation to what they are experiencing on Five Oaks Drive.

The Bear Grass Road depression was caused by the poor installation of the drainpipe under the storm drainage grate.

The pictures were reviewed and discussed.

Discussion followed on hydro-excavation and the process.

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**A. Proposals**

- i. Brownie's Septic & Plumbing - \$3,275.00 & \$1,895.00 – (\$5,170.00)
- ii. Drainage Solutions, Inc. - \$6,350.00
- iii. JBB Enterprises, Inc. - \$5,700.00

Supv Berube noted he and Mr. van der Snel met with Brownie's last week and Mr. van der Snel met with Drainage Solutions and JBB Enterprises prior to that. They feel Brownie's is best equipped, has the best equipment and their guy who was onsite knew what he was doing, and has a good plan of action. They are the lowest price for the exploratory portion of the project. They have to spend \$5,000 to find out what the problem is and then have to be prepared to fix it. He anticipates it will be another \$5,000 to fix the problem if it is located in the area of the picture as they anticipate it to be. There may be other problems that turn up as they camera the pipe. It is anticipated in the best-case scenario at a \$10,000 fix, worse-case scenario is \$18,000 to \$20,000.

Supv Farnsworth inquired why they would not go with Drainage Solutions.

Supv Berube noted he is going to do the same scope of work as Brownie's but has put money into the quote to fill the hole with dirt after the repair is completed. That is going to change because the hole has gotten significantly larger; it is probably 50% larger. Brownie's was very responsive, has the equipment and the people, and they got a good solid feeling from them and is why they are recommending them, along with having the lowest price for the exploratory.

They asked they County to make the repair and they said no, it is on the CDD side.

Supv Farnsworth addressed the way the quotes were put together noting he gets the impression the three people who quoted were not asked the same question. If the second proposal had eliminated the fill dirt, they could be the lowest price.

Mr. van der Snel noted they were all asked the same questions. He specifically asked what it would cost to investigate where the problem is and fix it.

Supv Farnsworth inquired if they were given anything in writing.

Mr. van der Snel noted they were not.

Discussion continued on the quotes and the process for future project quotes.

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Supv Bokunic addressed the different types of companies – a septic company, an excavating company, and another. He inquired if they discussed their level of expertise. You assume a septic company would know.

Mr. van der Snel noted when he meets with contractors, they rarely say they cannot do a job because that is not their forte. He does get contractors who say it is too far out. When he calls them to come out, he specifically tells them what the problem is and then he may assume if a contractor shows up that he is in that line of business.

Supv Berube noted they reason they called Brownie's is Brownie's was working for TOHO at Ashley Park cleaning out storm drains, pipes like this, manholes, with their sewer truck. Brownie's is very qualified to do this type of work.

Supv Bokunic inquired if they ran this by Mr. Boyd.

Supv Berube noted he did not.

Ms. Suit noted she did send him the proposals but did not receive a reply.

Mr. Boyd noted he has looked at them and what Supervisor Berube has proposed is what needs to be done. They have to hire somebody who is going to clean the hole out to the point where they can inspect what is there and they are not going to know what needs to be done until they can visibly inspect what the actual damage is. Ideally, they hire a company that can do both.

Supv Berube outlined the process Brownie's would use.

Supv Bokunic inquired if, in looking at the three quotes, Mr. Boyd is comfortable with Brownie's.

Mr. Boyd noted he does not see any reason not to go with them. The scope they are quoting is to investigate it and is reasonable. Again, the question is going to be what they find and what it is going to take to fix it.

Supv Farnsworth noted which ever one they choose, if they are choosing one to inspect and find the problem, once they find the problem does the contractor fix it. Does it automatically go to the one asked to look at the problem?

Supv Berube noted it would make the most sense because they will already be here and mobilized. This is what he was going to suggest next. Rather than continue to have emergency meetings it needs to be fixed because it is not getting any better. The ground continues to erode every time it rains. He suggests they make a motion to award

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the investigation phase to Brownie’s in the amount requested of \$5,170 and the also allow for repairs after the fact by Brownie’s as well because they will already be onsite and mobilized up to \$20,000 with funding coming from Undesignated Reserves.

Supv Farnsworth inquired as to Mr. van der Snel’s impression of the people he talked to.

Mr. van der Snel noted he does not go with impressions because people can say they are the best in the world, but then turn out not to be. His impression goes to how the quote looks, how do they look on google and what are the comments on them, for him that is important. He rarely goes for a quote because he likes the guy.

Supv Bokunic noted from what he has heard and the fact that Brownie’s works with TOHO is probably a pretty good reference.

Supv Scarborough noted they are basically the same price for the hydro-excavation, and anybody can do that. They will have a pretty good impression of their work by that time.

On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, the Brownie’s Septic & Plumbing proposal in an amount of \$5,170.00 and allowing for additional repairs at a not to exceed total of \$20,000.00 was approved.

**FOURTH ORDER OF BUSINESS                      Adjournment**

There being no further business,

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

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

\_\_\_\_\_  
 Steven Berube  
 Chairman



**3B**

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, July 30, 2020, at 6:00 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

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

Also present were:

Kristen Suit	District Manager: Inframark
Tim Qualls	District Attorney: Young Qualls, P.A.
Tristan LaNasa	Young Qualls, P.A.
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 July 30, 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 offered sincere condolences to Supervisor Kassel for the loss of her husband earlier this month.

*A moment of silence was held in remembrance of Mr. Lehman.*

Supv Berube Governor’s Executive orders noting it has been extended to September 1.

Roll was called and stated the record will reflect we have a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Ms. Teresa Kramer noted she had provided some questions and concerns and believes Ms. Suit got them out to everyone. She addressed Central Bark noting several options have been discussed and the Board has not yet settled on any one in particular. She commented on Supv Berube’s new proposal noting she thinks gaining large parcels to get one dog park is not in Harmony’s best interest. For the playground equipment being proposed noting some playground companies



Supv Berube MOVED to adopt Resolution 2020-03 a resolution of the Harmony Community Development District relating to the Annual Appropriations of the District and Adopting the Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 and Referencing the Maintenance and Benefit Special Assessments to be Imposed and Levied by the District for said fiscal year.

The numbers for the blanks are:

TOTAL GENERAL FUND	\$ 1,694,168
DEBT SERVICE FUND	\$ 2,085,713
Total All Funds	\$ 3,779,881

Assessments:

GENERAL FUND	\$ 1,876,212
DEBT SERVICE	\$ 2,153,764
Total Assessments	\$ 4,029,976

Supv Kassel seconded the motion, and with all in favor, Resolution 2020-03 was adopted.

**C. Consideration of Resolution 2020-04 – Levying the Assessments for Fiscal Year 2021**

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, Resolution 2020-04 Approving, Assessing, Imposing, Levying and Confirming Special Assessments on and Peculiar to Property Specially Benefited by the District’s Infrastructure Project Operations, Management and Debt Payment; Making Certain Findings and Determinations; Assessing, Imposing and Levying Non-Ad Valorem Special Assessments on and Peculiar to Property Specially Benefited by Infrastructure Management to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 190 and 197, Florida Statutes; Providing for Public Hearing by the Board to hear all objections to the budget proposed; Providing for Severability, Conflicts, and an Effective Date, was adopted.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the public hearing was closed.

## **FIFTH ORDER OF BUSINESS**

## **Subcontractors' Reports**

### **A. Servello**

#### **i. Grounds Maintenance Status (*Work Chart*)**

Mr. Feliciano reported they have three employees out, two have tested negative and one that tested positive. This has put them behind, but they will be back out next week.

Mr. Betancourt reported they are catching up on the weed spraying so they should see them dying off.

Supv Berube inquired if the pine needle mulching was completed.

Mr. Betancourt noted it has been finished.

Supv Berube addressed the central median at the west entrance noting it is less than vibrant and requested they took a look at the median to see if there is anything they can do to spruce it up.

Mr. Betancourt noted he will look at it tomorrow.

Mr. van der Snel addressed communication noting he had to find out for himself the tree trimmer was not there anymore for three weeks. The tree trimming process is very disorderly.

Mr. Feliciano noted he had them start in The Estates because almost every tree was hanging over the road. He had them to start training the new Oak trees. When they return, they will be going down East Five Oaks and Cat Brier to level the trees.

Supv Berube noted there is a large broken Oak and there have been resident requests regarding trees that are dead or need work. Has all this been put together and a quote received?

Mr. van der Snel noted he asked for two trees to be removed in Cordgrass on a resident request. They have been cut down, the trunk at Blazing Star and Sundrop has been removed and he has requested a quote for a new tree. He would like to do a ride around to see what they can do as a batch.

Mr. van der Snel addressed the trees at Cordgrass and Dark Sky noting they die off simply because they do not make it; they are on the residents' irrigation system. If

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they do not irrigate the tree it will die or if they put nails in it for a birdhouse, he has also seen pebble stones all around the tree which will suffocate the roots; there should be a tree. It is out of their hands what the resident's do with the trees as it is really not specified on who maintains them.

Discussion continued on the trees with it being requested they put a list together for failing residential trees and they will work on communication with the owners.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. District Engineer**

#### **i. Discussion and Consideration of Updated Maps**

Supv Berube noted Mr. Boyd provided an update as he is unable to be on the call. Previously there was discussion about getting Pond 48 on the maps. The map updates are not yet done, there are a few touch-ups still to be done. The other item is the PD change regarding the commercial vehicle parking area. The data and documents requested by the County was provided to them ten days ago, and no response back has been received at this time. Also, there was conversation regarding the playground equipment Ms. Kramer brought up and it is not on top of the pipeline; it is close. Mr. Boyd will see if he can locate the agreement from 2001 when the playground equipment was placed there. Where the plantings were installed six or seven years ago is directly on the pipeline. Since the question has been raised Mr. Boyd is going to go back to Florida Gas Transmissions for verification that the CDD is able to remove and replace the current playground equipment.

### **B. District Attorney**

#### **i. Update on PoolWorks Matter**

Mr. Qualls reported there is nothing to update.

#### **ii. Discussion and Consideration of Agreement for Use of Central Bark**

Mr. Qualls noted he is not aware of any movement on the agreement for the use of Central Bark. They did receive a contract finalized and if there are any questions on the memo sent out, let them know.

Mr. LaNasa noted this is the addendum for Arrow Painting.

Mr. Qualls noted the memo was on the law passed and approved by the Governor concerning the website and what has to go on the website. He agrees that just because

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they do not have to put things on the website does not mean they are precluded from doing so.

Supv Berube noted there was another area of delamination in the pool close to the other areas. It has been patched by Spies. The delamination they see and are experiencing is not a safety matter. Once Shawn notices the areas, they have Spies patch as soon as possible. The problems are purely aesthetic because you cannot make the patches match.

Supv Berube inquired if Supervisor Kassel had heard anything back on Central Bark.

Supv Kassel noted she has reached out a couple of times to Mr. Fusilier and has not received a response.

Supv Berube addressed his proposal for the dog park. He not his proposal is for a small portion of the land that Central Bark sits on and not the surrounding or adjoining parcel. He further addressed other options/opportunities for a dog park.

Supv Bokunic noted if it is a piece of land the CDD already owns it makes sense.

Discussion followed on the locations with it being noted a dog park is a permitted use under the PD.

Supv Farnsworth noted his first choice is to continue with the negotiations with Mr. Fusilier, the alternate cited for a new dog park is a second choice.

Supv Berube noted any agreement for Central Bark would have to come from Compass Trading.

Supv Kassel noted she is agreement with Supervisor Farnsworth.

Supv Scarborough noted he agrees with Supervisor Bokunic with regard to past dealings with private parties. Additionally, he likes the idea of the new park on CDD property.

This item to be placed on the next agenda under Old Business.

- 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)**

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Discussion followed on the Ashley Park pool with it being noted they did a dye test and there was a small leak. They will evaluate in another six months.

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

Supv Farnsworth inquired on the status of the sinkhole.

Mr. van der Snel reported Brownie's was onsite Wednesday but the brand-new truck would not function, so it has been rescheduled to Tuesday to start the project. They did do some manual work around the hole.

Supv Berube noted the hole has gotten bigger and deeper. There is more undermining under the surface of the sod which is to be expected as there is no drainage away from the area.

Mr. van der Snel reported Phase 2 sidewalk project is underway, outlined the areas and discussed the root issues under the sidewalk panels.

Supv Berube commended Ms. Suit for finding about the TIPS program noting it is coming up on the agenda.

Mr. van der Snel reported they are in preparation for the asphalt repair on the back alleys. They will be doing it the second week of August.

**vi. Proposals - Jammin' Playground**

**a. Ditch Plains - \$29,765.00**

**b. Rose Creek - \$29,365.00**

Supv Berube addressed the pictures of the equipment and the proposals provided in the agenda package. Freight charges were addressed with it being noted they have been revised.

This item tabled to the next agenda under Old Business until they receive clarity on the pipeline situation.

Supv Bokunic noted he is being messaged while they speak and inquired if there is a reason they only have bids from one company.

Supv Berube noted Jammin' Playgrounds has typically been the low-price provider, a local provider and very responsive for quotes and if there are issues with installation.

Mr. van der Snel noted they also do all of the play area equipment for Disney.



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Discussion continued on obtaining quotes from alternate sources and the replacement of parts rather than all the equipment.

Ms. Suit will provide Mr. van der Snel with the proposals she has received for other Districts and discussion continued on obtaining alternate quotes.

Discussion followed on the safety of the equipment with it being noted if it is a safety issue it needs to be roped off.

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

**A. Financial Statements for June 30, 2020**

**B. Approval of: #243 Invoices, Check Register and Debit Purchases**

Ms. Suit noted she would be happy to answer any questions.

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the June 30, 2020 financials, Invoice Approval #243, Check Register and Debit Purchases was approved.

**C. Discussion and Consideration of Transfer of District Accounts to Valley National Bank**

M. Suit addressed transferring the District’s checking account. Details have how the transfer would work are included in the agenda package. She noted in speaking with the Finance Manager he mentioned it is a smoother transition if they have a current Money Market account with either Valley National or Bank United. They District does have a Money Market account with Bank United and it is suggested they transition the checking account there.

Discussion followed on transferring and hidden fees.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the transfer of District checking account to Bank United was approved.

**D. Discussion and Consideration of Amendments to Website Requirements**

Supv Berube noted he thinks District Counsel touched on this and is fine with leaving the website as it is.

Mr. Qualls noted just because the Legislature said you do not have to have certain things on the website, they still have that option.

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Discussion followed on the management of the District's website once Supervisor Farnsworth leaves the Board.

**E. Preferred TIPS Program Reimbursement**

Ms. Suit noted the total of the reimbursement was \$4,860 which has been deposited in the District's account.

**F. Facilities Usage Applications**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Old Business**

**A. Discussion and Consideration of No Soliciting Policy**

Supv Berube outlined last meetings discussion noting since that time the menus have been removed from the tables and were being stored on top of the AED (defibrillator). For the last weeks there have been no menus there.

Discussion followed on a No Soliciting Policy and policy decisions being across the board for CDD property to include campaign signs, ad signs, posters, as well as menus.

Supv Berube noted he will move to adopt as policy a no solicitation of CDD property policy.

Supv Farnsworth noted they need to formalize the language before making a motion.

This item tabled to the next meeting under District Counsel.

**B. Garden Concerns**

Supv Berube noted Ms. Ash-Mower's concerns last month regarding water at the garden. They bought a pressure gauge and waterflow meter, he tested it at his house and there was 60 pounds of pressure on the gauge which is about six gallons of water per minute, if you turn on a second hose the pressure goes down to about 40 PSI, if you open a third outlet the pressure goes very low, but the hoses are still flowing. They took the equipment to the garden and the test results were the same. The water performance of the well at the garden is roughly identical to what TOHO is supplying for water performance at a home. He addressed the email provided to Ms. Ash-Mower and her response. He further addressed the water situation. He addressed the shed flooding situation noting Ms. Ash-Mower does not agree with the solution and does not want Mr. van der Snel to

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do the job unless he is supervised by Ms. Ash-Mower, her engineer or both or find someone else to do the job. Supv Berube noted he agreed to handle this, but he is done and suggested the Board do whatever they want to do. They are delivering water to the garden, it is going to manage an irrigation system - no, can they put some dirt around the shed to manage some of the water when it builds up – yes, is it going to rot away the shed – no.

Supv Farnsworth inquired if the irrigation system was in place when they were still on the Fusilier well.

Supv Berube noted he does not know.

Supv Farnsworth noted if it was then they have a problem and if it was not then it is a different condition.

Supv Kassel noted her understanding is the garden had much better waterflow prior to the new well being installed.

Supv Berube noted the well pumps are both 2-inch. There is water available at the garden.

Discussion followed on tying back to the Fusilier well for the garden with Supv Berube noting this should not be done unless approved by the Board.

Mr. van der Snel addressed the specifications of the well noting the CDD fills water tanks for pressure washing and spraying from this same well.

Discussion followed on garden usage with it being noted usage is higher this year with the rates being lower.

## **NINTH ORDER OF BUSINESS**

### **New Business**

#### **A. Discussion and Authorization to Purchase New Electric Vehicle for Field Services – FY 2021 Budget**

Supv Berube outlined the purchase of a new electric vehicle noting it would replace a 1993 Club Car.

Supv Berube MOVED to approve the purchase of a new electric vehicle for Field Services in the amount of \$11,145.12, to be purchased in the FY 2021 and Supv Scarborough seconded the motion.

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Discussion continued on the electric vehicle and a question was raised regarding bids. Supv Berube outlined Source Well noting they are pre-bid, pre-discounted and all supplier's sale on Source Well.

On VOICE vote, with all in favor, the motion was approved.

**TENTH ORDER OF BUSINESS** **Topical Subject Discussions**

There being none, the next item of business followed.

**ELEVENTH ORDER OF BUSINESS** **Supervisors' Requests**

**A. Discussion of USPS (and/or other) Package Drop Locations**

Supv Scarborough noted he has examined the options and does not know if there is anything to discuss at this point noting he was thinking of trying to find a location for the townhomes to have packages delivered.

**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

## **Fifth Order of Business**

**5B**

**5Bi**

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

216 South Monroe Street  
Tallahassee, Florida 32301

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

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

**MEMORANDUM**

To: Harmony Community Development District  
From: Young Qualls, PA  
Date: August 19, 2020  
Re: Irrigation Dispute and Timeline

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**Question**

Please provide a timeline and related exhibits of the events surrounding the dispute concerning irrigation boxes in and around Harmony.

**Discussion**

On July 25, 2019, the Harmony Board of Directors made a motion directing that the District must no longer maintain private facilities without an express finding of a public benefit. Please find attached a memorandum of Young Qualls, P.A. concerning this subject matter generally attached hereto as Attachment "A."

On November 1, 2019, correspondence was sent to counsel for Harmony Retail, LLC advising that CDD maintenance of Harmony Retail, LLC property would cease effective December 31, 2019. Said letter is attached here to as Attachment "B."

On April 22, 2020, a dispute arose concerning sprinkler boxes and a deputy sheriff was called to Harmony, Florida. Attached please find the police report relating to this dispute attached hereto as Attachment "C."

On May 14, 2020, Harmony Retail, LLC, filed a complaint against Chairman Berube alleging that Mr. Berube directed and ordered his agent/employee "to go on the Plaintiff's Harmony Property and destroy its irrigation system" and at the direction of Mr. Berube, his agent/ employee destroyed "the Plaintiff's irrigation system by cutting wires and lines and destroying the rain-bird and corresponding equipment necessary for irrigation of the landscaping on Plaintiff's Harmony Property."

On August 11, 2020, Harmony Field Operation Director noted that the sprinkler boxes on the opposite side of the road had holes drilled in them and were padlocked. See photo attached hereto as Attachment "D."



Please note some important facts:

- The District funded the construction of the irrigation system in Harmony.
- The District has always maintained the irrigation system in Harmony.
- The District has a perpetual drainage easement that runs with the land throughout the boundaries of the Harmony CDD.
- The District has a utility easement running throughout the CDD as set forth in the document attached hereto as Attachment “E.”
- It is the opinion of your District Engineer that the CDD has always and continues to have an easement covering the entire irrigation system. It is the opinion of your District Engineer that this easement was not modified or changed in any way after his review of the recorded documents specifically concerning the property in question.
- According to sworn statements, at no time did Chairman Berube direct field operations staff to modify the sprinkler boxes in question.
- According to Field Operation Staff, the sprinkler boxes, which have been padlocked, do not only control the sprinklers running along the property at Harmony Retail LLC, but also control sprinklers which would irrigate public property as well.
- As a result of the unlawful restriction of the easement allowing Harmony to maintain its sprinkler boxes, a letter was sent to the attorney for Harmony Retail, LLC attached hereto as Attachment “F.”

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

Attachment A

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

**MEMO**

To: Harmony CDD Board of Supervisors  
From: General Counsel  
Date: 03/21/2019  
Re: Expenditure of CDD maintenance funds on private property

---

**Questions Presented**

1. May the District maintain infrastructure on private land?
  
2. May the District fund the maintenance of street lights on private property?

**Answer**

No. The District is not authorized to maintain non-District infrastructure or property because Chapter 190, Florida Statutes authorizes it to use special assessment funds for *district maintenance and projects*.

**Discussion**

Community Development Districts (CDDs) are created by Chapter 190, Florida Statutes. 190.005, Fla. Stat. (2018). Chapter 190, Florida Statutes is the sole authorization for CDDs and prescribes all CDD powers. In Florida, “It is the rule that a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way.” Op. Att’y Gen. Fla. 2007-05 (citing *Alsop v. Pierce*, 19 So. 2d 799, 805-806 (Fla. 1944); *Dobbs v. Sea Isle Hotel*, 56 So. 2d 341, 342 (Fla. 1952); *Thayer v. State*, 335 So. 2d 815, 817 (Fla. 1976)).

A CDD has the power to “levy special assessments for the construction, reconstruction, acquisition, or maintenance of *district facilities* authorized under this chapter using the procedures for levy and collection provided in chapter 170 or chapter 197.” § 190.022(1), Fla. Stat. (2018) (Emphasis added). Additionally, a

CDD is also authorized to levy and collect benefit and maintenance special assessments to “finance *district facilities and projects*” and to “maintain and preserve the facilities and projects *of the district.*” § 190.021(2) & (3), Fla. Stat. (2018) (Emphasis added).

Importantly, nothing in these sections, or in any other section in Chapter 190, Florida Statutes, authorizes a CDD to expend funds collected through special assessments for any maintenance or projects of non-District land.

In order for a special assessment to be valid and enforceable, it must be made pursuant to legislative authority and the method prescribed by the Legislature must be substantially followed. *Madison County v. Foux*, 636 So. 2d 39 (Fla. 1st DCA 1994). Further, a valid special assessment requires that the property assessed must derive a direct, special benefit from the service provided and that the assessment must be fairly and reasonably apportioned among properties that receive the special benefit. *City of North Lauderdale v. SMM Props., Inc.*, 825 So. 2d 343 (Fla. 2002); *Workman Enters., Inc. v. Hernando County*, 790 So. 2d 598 (Fla. 5th DCA 2001); *Donnelly v. Marion Cty.*, 851 So. 2d 256, 259 (Fla. 5th DCA 2003)

A Florida Attorney General Opinion reasoned that a CDD is not authorized to levy a special assessment for the costs of repair and maintenance of district properties on property located outside the boundary of the CDD because nothing in sections 190.021 and 190.022 authorize a District to levy special assessments from lands outside the District. Op. Att'y Gen. Fla. 2007-05. Likewise, nothing in sections 190.021 or 190.022 authorizes a CDD to use the funds collected from special assessments to maintain non-District facilities: “It is the rule that a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way.”<sup>7</sup> *Id.* The authorization to use the funds collected by special assessments for *district facilities and projects* is, in effect, a prohibition on using those funds for the maintenance of non-district facilities and projects.

In Florida Attorney General Opinion 98-81, the AG opined the it is a basic tenet that the expenditure of public funds be primarily for a public purpose. Meaning, the spending of CDD funds must meet a CDD purpose, rather than a private purpose.

*“This office has on several occasions stated that a governmental entity such as a municipality may not*

*lawfully spend public funds to repair or maintain privately owned roads. In order for public funds to be expended for the construction and maintenance of a road, the road must be a "public" one, i.e., the expenditure must be for a public purpose. As this office stated in Attorney General Opinion 73-222."*

*"In Attorney General Opinion 92-42, this office concluded that the county could not expend county funds to repair and maintain private roads where members of the general public were not allowed."*

Therefore, any land or streetlights in question on private property may not be maintained by the District. In order to be valid, a special assessment levied and collected pursuant to section 190.021 and 190.022, Florida Statutes must be used for the purposes prescribed in those sections- which do not include maintenance of non-district property.

### **Conclusion**

The District may not maintain non-District infrastructure or private property because Chapter 190, Florida Statutes only authorizes it to use special assessment funds for district maintenance and projects and that authorization, in effect, is a prohibition on using the funds for any non-authorized purpose.

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

Attachment B

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

November 1, 2019

**Via Email**

tkobrin@shutts.com

Todd Kobrin, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 34233

RE: Harmony CDD Maintenance Discontinuance

Dear Mr. Kobrin:

Please be advised that the Harmony Community Development District ("Harmony CDD") will no longer maintain any Harmony Retail, LLC ("Harmony Retail") property which Harmony CDD has inadvertently maintained in the past. The property in question is located on or near Harmony Square and Irlo Bronson Highway more specifically described in Exhibit "A."

Per Florida law, local governments may not expend public funds maintaining private property without a clear public purpose. Harmony CDD has determined that there is no public purpose in maintaining the landscape of Harmony Retail's private property. Harmony CDD has an obligation to monitor the ponds to ensure proper drainage and will continue to do so. However, Harmony CDD has no obligation to mow and maintain private landscape on a routine basis and, accordingly, will discontinue these services effective December 31, 2019.

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: Kristen Suit, District Manager

**EXHIBIT A**

1. East entrance east parcel behind fence 31-26-32-0000-0012-0000; Harmony Square Dr, Harmony FL 34773  
Legal Description: COM AT SE COR OF UTILITY TRACT 1, BIRCHWOOD NBHD B & C PB 14 PGS 67-73, N 30 DEG E 49.30 FT, N 60 DEG W 69.96 FT TO POB; CONT N 60 DEG W 544.05 FT TO NON-TAN CURVE, CONC W, RAD 351 FT, CENT ANG 27 DEG, (CH BEARING N 14 DEG E 166.64 FT), NLY ALONG CURVE 168.25 FT, N 17.28 FT TO POC, CONC E, RAD 449 FT, CENT ANG 15 DEG, (CH BEARING N 08 DEG E 119.54 FT), NLY ALONG CURVE 119.89 FT, N 15 DEG E 60.63 FT TO NON-TAN CURVE, CONC S, RAD 26.66 FT, CENT ANG 23 DEG, (CH BEARING S 86 DEG E 10.72 FT), ELY ALONG CURVE 10.80 FT, S 15 DEG E 25 FT, N 75 DEG W 21 FT, N 15 DEG E 384.88 FT TO POC, CONC SE, RAD 5 FT, CENT ANG 90 DEG, (CH BEARING N 60 DEGE 7.07 FT), NELY ALONG CURVE 7.85 FT, S 75 DEG E 228.50 FT, N 15 DEG E 55 FT, N 75 DEG W 9 FT, N 15 DEG E 279.50 FT TO POC, CONC SE, RAD 5 FT, CENT ANG 90 DEG, (CH BEARING N 60 DEG E 7.07 FT), NELY ALONG CURVE 7.85 FT, S 75 DEG E 59.49 FT TO POC, CONC N, RAD 1239.50 FT, CENT ANG 07 DEG, (CH BEARING S 78 DEG E 157.23 FT), ELY ALONG CURVE 157.33 FT, S 12 DEG W 263.82 FT, S 03 DEG W 457.37 FT, S 87 DEG E 129.81 FT, S 13 DEG E 171.38 FT TO POC, CONC W, RAD 125 FT, CENT ANG 13 DEG, CURVE 28.10 FT TO NON-TAN CURVE, CONC N, RAD 63 FT, CENT ANG 49 DEG, (CH BEARING S 78 DEG W 52.13 FT), WLY ALONG CURVE 53.75 FT, N 78 DEG W 52.11 FT, S 32 DEG W 394.43 FT TO POB LYING WITHIN 31-26-32.
  
2. East entrance east parcel includes fence 30-26-32-2612-000U-0010; East Irlo Bronson Mem Hwy, Harmony FL 34771  
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73 INGRESS/EGRESS UTILITY TRACT 1 31-26-32
  
3. East entrance west parcel behind fence 30-26-32-2612-TRAC-00X0; 7250 Harmony Square Dr, Saint Cloud FL 34773  
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73TRACT X FUTURE DEVELOPMENT LESS PLAT BIRCHWOOD TRACTS PHASE ONE PB 14 PGS 171-172
  
4. East entrance west parcel includes fence 30-26-32-2612-000U-0020; Harmony FL 34771  
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73 30, 31-26-32 INGRESS/EGRESS UTILITY TRACT 2

# Attachment C



## OSCEOLA COUNTY SHERIFF'S OFFICE

Deputy Report for Incident 20J038053

**Nature:** CIVIL MATTE 661

**Address:** 7272 HARMONY SQUARE DR  
SOUTH  
ST CLOUD FL 34773

**Location:** 9101

**Offense Codes:**

<b>Received B:</b> REYES, C	<b>How Received:</b> 0	<b>Agency:</b> OCSO
<b>Responding Officers:</b> PUIG, L		
<b>Responsible Officer:</b> PUIG, L	<b>Disposition:</b> CLO 04/22/20	
<b>When Reported:</b> 15:32:58 04/22/20	<b>Occurred Between:</b> 17:00:00 04/17/20 and 15:32:49 04/22/20	

<b>Assigned To:</b>	<b>Detail:</b>	<b>Date Assigned:</b> **/**/**
<b>Status:</b>	<b>Status Date:</b> **/**/**	<b>Due Date:</b> **/**/**

<b>Complainant:</b> 40520 I			
<b>Last:</b> OSCEOLA CO SO	<b>First:</b> ADMINJSTRATI ON	<b>Mid:</b>	
<b>DOB:</b> **/**/**	<b>Dr Lie:</b>	<b>Address:</b> 2601 E IRLO BRONSON MEM HWY	
<b>Race:</b>	<b>Sex:</b>	<b>Phone:</b> (407)348-1100 BUSN	<b>City:</b> KISSIMMEE, FL 34744

**Offense Codes**

**Reported:** \_\_\_\_\_ **Observed:** \_\_\_\_\_

**Circumstances**

LTJ4 COMMERCIAL/OFFICE BUILDING  
LT27 PARK/WOODLANDS/FIELD

**Responding Officers:** PUIG, L      **Unit:** 191

<b>Responsible Officer:</b> PUIG, L	<b>Agency:</b> OCSO
<b>Received By:</b> REYES, C	<b>Last Radio Log:</b> 16 15:40 04/22/20 CMPLT
<b>How Received:</b> 0 OFFICER REPORT	<b>Clearance:</b> R REPORT TAKEN
<b>When Reported:</b> 15:32:58 04/22/20	<b>Disposition:</b> CLO Date: 04/22/20
<b>Judicial Status:</b>	<b>Occurred between:</b> 17:00:00 04/17i20
<b>Misc Entry:</b>	<b>and:</b> 15:32:49 04/22/20

**Narrative**

Written By: D/S L. Puig #1153

Incident #: 20I038053

Zone: 91

Offense: Information on civil matter

On 4/22/20, at approximately 1230 hours, I made contact with the complainant, Steve Fusilier, at his place of business, Fusilier Realty Group, located at 7272 Harmony Square Dr., St. Cloud, FL. The complainant said Harmony CDD trespassed on his property located on Harmony Square Drive South, and went inside his Rain Bird irrigation system control box and cut the wires to the sprinklers that water his property. This was discovered when the complainant's maintenance employee, Richard Casey Taliento, was checking the sprinkler zones because the complainant's property seemed parched and the grass dying. Harmony CDD Field Operations Manager, Gerhard Van Der Snel, approached Richard and told him their sprinkler zones were disconnected since the first week of December 2019, and if Richard turned the water back on, he would be arrested for stealing water. The complainant texted Gerhard about the incident but Gerhard requested the complainant "address all concerns over email." The complainant responded by texting Gerhard that he and his staff were trespassed and not allowed on his property. There was no response back from Gerhard. The complainant further advised that his comptroller, Donn Kamandulis, saw an employee of the CDD (not Gerhard) on the property on 4/17/20, doing something to the sprinkler box. The complainant stated when he purchased the property, the Rain Bird system, which waters other properties other than his, was part of the purchase. He said he would provide a deed to the land to prove this.

Both Richard and Donn provided verbal and sworn written statements confirming the complainant's verbal statements.

Gerhard was not on property but I was able to contact him via cellphone. He advised the Raintree system belongs to the CDD. They maintain the land and sprinkler systems and pay the water from assessments. That was until the complainant bought the parcel of land. There has been a yearlong dispute or contention between the CDD and the complainant where it is alleged the complainant has not been paying for the water, and the CDD being a governmental agency cannot maintain his property and pay for his water, which is why they disconnected the zones to the complainant's property.

I observed the property in question. It is the land at the entrance to Harmony Square on the East side of the road. There is a gated entrance, and it is surrounded by a wood fence. The gate has a combination lock on it that is new and was placed there after the incident. There weren't any "no trespass" signs posted. Although the complainant said he would provide a copy of the deed to prove his ownership of the land and everything on it, he only provided copies from the Osceola County Property Appraisers office with land description and map images. The land description included horse stalls/barn, and wood shack, there was no mention of the Rain Bird system. The map images show an easement around the pond. I looked up the image on the Property Appraisers site but it is impossible to tell if the Rain Bird box is in the easement due to being blocked by trees. I observed and photographed the Rain Bird meter on the outside and inside. I observed no cut wires. They appeared simply disconnected. There were a multitude of wires.

The documentation provided by the complainant did not show he had sole rights or owned the sprinkler system that supplies irrigation to other properties in the



community maintained by the CDD. Harmony was never intended to be divided into parcels as it is today; therefore, all properties are supplied water through the main lines, which run through the complainant's property. The CDD has had access to, and maintained, the properties and sprinkler system since its inception. They have a key to the Rain Bird box. Therefore, this appears to be a civil matter. The district manager for the Harmony CDD is Kristen Suit (407) 818-5960. She was not contacted.

On 4/23/20, I contacted Kristen Suit via cellphone. She advised that there is an ongoing legal dispute with the complainant over assessments and what properties the CDD can maintain. She added that the CDD is a governmental entity and it is illegal for them to maintain private properties; therefore, they stopped maintaining the complainant's properties, including watering them. Kristen stated there is also a dispute over who owns the Rain Bird sprinkler system and control box. The CDD says it is theirs; the complainant says it is his.

On 4/28/20, at approximately 1300 hours, I made contact with the chairman of the Harmony CDD, Steven P. Berube, who stated the complainant knew the water to his property was going to be cut off. He was informed so at a board meeting. At that meeting the complainant did not want to accept the offer from the CDD to allow them to use the well on his property, that they had been using for years before the complainant bought the property and months thereafter, and they would pay the electric bill and allow him to use their water for his properties. Steven called it a fair exchange. The complainant said he did not want them to water his properties; the CDD could not use his well, it would be shut off, and he did not need them. The board voted to discontinue water service to the complainant and he was advised service would end on 1/1/20. Service was terminated on 1/2/20, when the wires to the zones servicing the complainant were disconnected, not cut. Steven provided the Harmony Residential Properties and CDD Covenant and Declaration book. It says the CDD has easment access to all meters, sewers, water lines etc. Basically there is an easement around every property excluding the actual dwelling or business. Steven says the same language should be found in the filings with the County Government. Steven said the Rain Bird belongs to the CDD.

Gerhard was present and provided a verbal and sworn written statement matching Steven's. He added it was on 4/21/20, at approximately 1400 hours, that he saw the complainant's maintenance staff accessing the Rain Bird. He told them to stop and warned them if they turned on the water it would be theft. After explaining this he left. Gerhard advised me the CDD installed a padlock and reflective tape around the box cover to prevent tampering.

I took additional photographs and Body Worn Camera Video. On this date, there were two new no trespass signs posted on the wood fence surrounding the property in question. It was clear the signs were brand new as were the nails used to place them. I affirm the signs were not up on 4/22/20, when I first visited the property. The images were uploaded to evidence.

This information further affirms this is a civil matter to be settled in court if necessary, not by law enforcement. There is nothing further.



# Osceola County Sheriff's Office

# STATEMENT

Please fill out in full detail

Offense: <u>INFORMATION CIVIL MATTER</u>		Case #: <u>201038053</u>	
Date of Statement: Month: <u>4</u>	Day: <u>22</u>	Year: <u>20</u>	Time: <u>1525</u>
Location of Offense: <u>7272 HARMONY SQUARE DR. SOUTH</u>			Zone: <u>91</u>
Code:  <u>0</u>	Name: (I.F.M.) <u>TALIENTO, RICHARD CASEY</u>	Age: <u>53</u>	D.O.B.: <u>3/23/67</u>
	Address Res.: <u>3899 PACKARD AVE, ST. CLOUD</u>	Zip: <u>34772</u>	Race: <u>W</u> Sex: <u>M</u>
	Address Bus.:	Zip:	Phone: <u>(407) 552-8300</u>
	D.L.#: <u>TUC2743671030</u>		St: <u>FL</u>
E-Mail Address:			
<p>I, <u>Richard c Taliento</u> do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.</p> <p><u>I was having a problem with our sprinkler system in the front of property, went to the of that property to check the (rain Bird) system. when stewart pulled up in his truck and told me I was not aloud in the (rain Bird) Box I told him the Boxes are on steve property and are plants and grass was dieing. He started tell me he has the right away to the rain Bird Boxes and not to bother that the wires in the Boxes were disconted and if I try to reconnect or put on the water</u></p> <p style="text-align: center;">~ List stolen items separately (with values) in body of statement. ~</p>			
Request of confidentiality under Marsy's Law.	Initial:	I will testify in court.	Initial: <u>RT</u>
I have received the Victim/Witness Rights pamphlet.	Initial:	I will prosecute criminally.	Initial:
Sworn to and subscribed before me, this <u>22</u> day of <u>04</u> , <u>20</u> . <u>1153</u>		Under penalty of perjury, I swear/affirm the above statements are correct and true, and I understand giving false information to any law enforcement officer concerning the alleged commission of a crime is a criminal offense. Signature: <u>Richard c Taliento</u>	
Notary Public <input type="checkbox"/> Deputy Sheriff <input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> Produced Identification <input checked="" type="checkbox"/> Type of Identification: <u>FL DL</u>		Page 1 of 2	



# Osceola County Sheriff's Office

# STATEMENT CONTINUATION

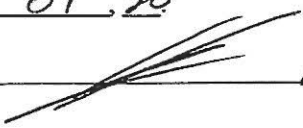
Please fill out in full detail

Case #: 20E038053

Code: 9	Name (l.f.m): TALTENDO, RICHARD CASEY	D.O.B.: 3/23/67	Race: W	Sex: M
---------	---------------------------------------	-----------------	---------	--------

and to put the wire back in the Rain Bird  
 it would be created I was told the wires  
 were disconnected back in December when there  
 was a problem with a well so I continued  
 to leave the Boxes alone and call my  
 Boss to tell him what the problem was He  
 Gearheart also stated that Steve Bohue told  
 Gearheart to shut down the water there  
 also was a witness with me Danys  
 Abrahamson from the Sheriff Department he  
 was also heard what I am saying right  
 now.

~ List stolen items separately (with values) in body of statement. ~

Sworn to and subscribed before me, this 22 day of  
04.20  
 1153

Under penalty of perjury, I swear/affirm the above statements are correct and true, and I understand giving false information to any law enforcement officer concerning the alleged commission of a crime is a criminal offense.

Signature: Richard C Taltendo

Notary Public  Deputy Sheriff   
 Personally Known  Produced Identification   
 Type of Identification: FL DL



Attachment D







55.2.10

Prepared by and Return to:  
Mark S. Lieblich, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY 12P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2002171814 OR 2125/2078  
DLB Date 10/10/2002 Time 10:31:22

DOC STAMPS: 0.70

DRAINAGE EASEMENT

This Drainage Easement (hereinafter the "Easement Agreement") is made and entered into this 7<sup>th</sup> day of June, 2002, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 4305 Neptune Road, St. Cloud, Florida 34769 and Harmony Community Development District, a special district according to chapter 189, Florida Statutes, (herinafter referred to as "Grantee") with an address of 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33071

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property more particularly described in Exhibit "A" attached hereto (the "District Property"); and

WHEREAS, Grantor is the permittee of a certain South Florida Water Management District ("SFWMD") Permit No. 49-01058-P (the "Permit") concerning the surface water management system for a portion of the District Property; and

WHEREAS, certification of the completion of construction of the surface water

management system which is the subject of the Permit has been accepted by SFWMD and incorporated into the SFWMD Permit file; and

WHEREAS, by separate instrument Grantor and Grantee intend to transfer the Permit to Grantee and to designate Grantee as the responsible operating entity for the operation phase of the Permit; and

WHEREAS, until transfer of the Permit to Grantee has been effected and accepted by SFWMD, Grantor shall remain liable for compliance with the Permit; and

WHEREAS, the parties hereto desire to establish a perpetual, non-exclusive easement for the term hereinafter described to provide Grantee with the right to utilize certain property and facilities for such purposes and subject to such terms and conditions as are more particular described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Grantor hereby grants to Grantee, its successors, and assigns a perpetual, non-exclusive easement (the "Easement") for ingress and egress; surface water management, drainage, transmission, retention and detention; and installation, maintenance, repair, replacement and operation of all structures, ponds, facilities, equipment and infrastructure as may be reasonably necessary to maintain compliance with the Permit.

CL 2002171814

OR 2125/2080

3. The property subject to the Easement (the "Easement Property") shall initially be the entire District Property.

4. The Easement shall be modified from time to time hereafter to more narrowly describe the Easement Property as the property upon which the surface water management system, including but not limited to all related structures, ponds, facilities, equipment and infrastructure exists together with such additional property as may be necessary to ensure that Grantee will at all times have free and clear access to the surface water management system and the ability to temporarily utilize adjacent property for the purpose of performing its obligations to operate and maintain such system.

5. The Easement Property may be further modified by Grantor from time to time to provide for the relocation of any portions of the surface water management system, including but not limited to all related structures, ponds, facilities, equipment and infrastructure as may be necessary or desirable in Grantor's sole and absolute discretion to maintain compliance with the Permit or to provide for the development of the District Property.

6. Upon any amendment of this Easement Agreement to modify the description of the Easement Property the Easement shall automatically be deemed terminated and released for all purposes from any property that is not included in such modified legal description.

7. Grantee hereby covenants to join into any and all amendments to this Easement Agreement or other instruments concerning the Permit as may be reasonably requested by Grantor to maintain compliance with the Permit or to provide for the development of the District Property.

8. The terms and provisions of this Easement Agreement shall be binding



CL 2002171814

OR 2125/2081

upon and inure to the benefit of Grantor and Grantee and their heirs, representatives, successors, and assigns. The benefits and burdens hereof shall run with the land and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the Easement Property shall be entitled to the benefits and be bound by the burdens hereof.

9. Grantor's and Grantee's liability under this Easement Agreement shall be limited to their interests in the District Property and the Easement Property, respectively, as encumbered from time to time.

10. No walls, fences or barriers of any sort or kind that would prohibit the use of the Easement shall be constructed or maintained on the Easement Property by either party.

11. Subject to the limits on liability set forth above, each party does hereby release, indemnify and promise to defend and save harmless the other party from and against any and all liability, loss, damage expense, actions, and claims, including reasonable attorney fees and costs incurred by the other party in defense thereof, asserted or arising directly or indirectly on account of the acts or omissions of the indemnifying party, their servants, agents, licensees, invitees, employees, and contractors, provided, however, this paragraph does not purport to indemnify such party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the party, its son, its agents, or employees.

12. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the District Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Easement Agreement is for the exclusive benefit of the parties and their successors, and assigns, and that nothing in this Easement Agreement express or implied, shall confer upon any person, other than

CL 2002171814

OR 2125/2082

the parties, and their successors, and assigns, any rights or remedies under or by reason of this Easement Agreement.

13. Except as expressly set forth herein, this Easement Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed and acknowledged by the parties and thereafter duly recorded in the Public Records of Osceola County, Florida.

14. It is expressly agreed that no breach, whether or not material, of the provisions of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement Agreement.

15. If any provision, or a portion thereof, of this Easement Agreement, or the application thereto to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Easement Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included and such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

16. This Easement Agreement shall be construed in accordance with the laws of the State of Florida.

17. Any notice demand, request, consent, approval, designation, or other communication made pursuant to this Easement Agreement by one party to the other shall be in

CL 2002171814

OR 2125/2083

writing and shall be given or made or communicated by personal delivery (including courier service), or by United States registered or certified mail, returned receipt requested, addressed, in the case of Grantor to:

Birchwood Acres Limited Partnership, LLLP  
4305 Neptune Road  
St. Cloud, Florida 34769

and in the case of Grantee to:

Harmony Community Development District  
10000 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

Any party may, at any time, change its address for the above purpose by mailing, as aforesaid, at least then (10) days before the effective date thereof, as notice stating the change and setting forth the new address. Any notice, demand, request, consent, approval or designation shall be sent as above provided and be deemed to have been given, made, received and communicated, as the case may be, if by personal delivery, when actually delivered as evidenced by signed receipt, or in the case of mailing, on the date of the same was deposited in the United States Mail in conformity with the above requirements.

18. This Easement Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A facsimile copy of this Easement Agreement and any signature thereon shall be considered for all purposes originals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

Signed, sealed and delivered

"Grantor"

CL 2002171814

OR 2125/2084

in the presence of:

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

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

[Signature]  
Signature of Witness  
Print Name: VANCE SMITH, JR.

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: CAROLYN M. MARTIN

Signed, sealed and delivered  
in the presence of:

Grantee  
Harmony Community Development District, a  
special district according to Chapter 189,  
Florida Statutes

[Signature]  
Signature of Witness  
Print Name: Brenda L. Wright

By: [Signature]  
Print Name: GARY L. FORTNA  
As its: SECRETARY / MANAGER

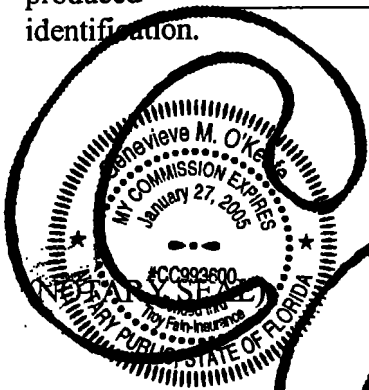
[Signature]  
Signature of Witness  
Print Name: LORI DESROSIER

CL 2002171814

OR 2125/2085

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2002, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



Genevieve M. O'Keefe  
(Notary Signature)  
GENEVIEVE M. O'KEEFE  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. CC 993 600

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2002, by Gary L. Meyer, as Secretary, of the Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Brenda L. Wright  
(Notary Signature)  
Brenda L. Wright  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD 031560

EXHIBIT "A"

DISTRICT PROPERTY

A parcel of land lying in portions of Sections 24 and 25, T 26 S, R 31 E and Sections 19, 20, 29, 30, 31 and 32, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E (being a found 4" X 4" concrete monument), run N. 00° 27' 29" W., along the West line of said Section 30, 2116.59 feet to a point on the Southerly Right of Way line of State Road No. 500 (being a found 4" X 4" concrete monument, with the top broken); thence continue N. 00° 27' 29" W., 76.29 feet to a point on the Northerly Right of Way line of said State Road No. 500; also being the Point of Beginning; thence N.60°13'23"W., a distance of 1,004.40 feet to a point of curve to the right having a radius of 3,786.83 feet, a central angle of 14°32'15", and a chord bearing of N.52°57'16"W., a distance of 358.25 feet; thence northwesterly along the arc a distance of 960.82 feet; thence N.74°13'35"E., a distance of 19.99 feet; thence continue easterly along said line, a distance of 52.83 feet; thence N.86°39'4"E., a distance of 46.70 feet; thence N.67°55'33"E., a distance of 44.33 feet; thence N.40°27'24"E., a distance of 47.08 feet; thence N.29°24'37"E., a distance of 114.95 feet; thence N.46°0'04"E., a distance of 45.80 feet; thence N.82°04'45"E., a distance of 52.12 feet; thence S.60°31'56"E., a distance of 49.70 feet; thence S.24°48'26"E., a distance of 47.74 feet; thence S.06°46'14"E., a distance of 53.69 feet; thence S.19°19'43"E., a distance of 26.55 feet; thence S.50°30'42"E., a distance of 195.26 feet; thence S.19°32'18"E., a distance of 37.49 feet; thence N.28°10'07"E., a distance of 81.94 feet; thence N.40°39'34"E., a distance of 37.99 feet; thence N.81°44'12"E., a distance of 34.19 feet; thence S.73°24'27"E., a distance of 38.25 feet; thence S.76°15'31"E., a distance of 141.81 feet; thence N.19°56'08"E., a distance of 193.97 feet; thence N.74°42'16"E., a distance of 194.59 feet; thence N.41°25'54"E., a distance of 76.49 feet; thence N.00°01'04"E., a distance of 163.97 feet; thence N.09°49'03"W., a distance of 383.06 feet; thence N.15°23'23"W., a distance of 303.68 feet; thence N.05°05'15"W., a distance of 224.32 feet; thence N.01°10'32"E., a distance of 145.00 feet; thence N.77°58'42"E., a distance of 193.59 feet; thence N.18°34'52"E., a distance of 168.84 feet; thence N.15°47'03"W., a distance of 357.00 feet; thence N.20°53'30"W., a distance of 335.24 feet; thence N.05°57'55"W., a distance of 60.92 feet; thence N.26°52'00"E., a distance of 72.71 feet; thence N.61°02'00"E., a distance of 17.84 feet; thence N.76°44'45"E., a distance of 110.72 feet; thence N.72°42'20"E., a distance of 120.32 feet; thence S.77°41'35"E., a distance of 99.75 feet; thence S.71°00'45"E., a distance of 115.07 feet; thence S.64°04'34"E., a distance of 121.52 feet; thence S.73°32'55"E., a distance of 373.13 feet; thence S.77°46'51"E., a distance of 378.59 feet; thence S.77°14'21"E., a distance of 206.57 feet; thence S.89°48'15"E., a distance of 225.50 feet; thence N.88°05'24"E., a distance of 227.48 feet; thence N.79°47'00"E., a distance of 215.76 feet; thence N.71°31'22"E., a distance of 221.04 feet; thence N.65°31'36"E., a distance of 260.93 feet; thence N.72°24'07"E., a distance of 191.13 feet; thence N.80°28'00"E., a distance of 314.47 feet; thence S.81°33'40"E., a distance of 210.19 feet; thence S.63°38'11"E., a distance of 145.36 feet; thence S.48°41'42"E., a distance of 151.51 feet; thence S.47°07'37"E., a distance of 206.14 feet; thence S.67°16'54"E., a distance of 140.62 feet; thence S.85°22'43"E., a distance of 196.16 feet; thence N.78°57'37"E., a distance of 180.51 feet; thence N.45°52'34"E., a distance of 100.47 feet; thence N.06°07'18"E., a distance of 183.68 feet; thence N.04°22'07"W., a distance of 221.51 feet; thence S.84°38'10"E., a distance of 193.13 feet; thence S.07°16'24"E., a distance of 254.90 feet; thence S.77°49'02"E., a distance of 122.23 feet; thence N.79°04'37"E., a distance of 129.36 feet; thence S.81°34'02"E., a distance of 148.43 feet; thence N.78°59'05"E., a distance of 230.41 feet; thence N.75°58'32"E., a distance of 255.49 feet; thence N.82°27'43"E., a distance of 143.27 feet; thence N.40°02'32"E., a distance of 91.96 feet; thence N.26°34'31"E., a distance of 103.93 feet; thence N.68°16'00"E., a distance of 82.12 feet; thence S.68°32'11"E., a distance of 129.70 feet; thence N.79°31'39"E., a distance of 69.41 feet; thence S.65°08'05"E., a distance of 65.06 feet; thence S.29°16'47"E., a distance of 76.57 feet; thence S.65°38'28"E., a distance of 131.26 feet; thence N.82°33'59"E., a distance of 102.70 feet; thence

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S.69°49'34"E., a distance of 91.03 feet; thence S.89°40'07"E., a distance of 89.03 feet; thence N.70°55'38"E., a distance of 83.19 feet; thence S.89°22'59"E., a distance of 221.92 feet; thence S.69°59'35"E., a distance of 98.46 feet; thence S.60°24'46"E., a distance of 184.64 feet; thence S.46°10'44"E., a distance of 142.24 feet; thence S.38°35'23"W., a distance of 91.08 feet; thence S.23°01'48"E., a distance of 32.07 feet; thence S.68°58'58"E., a distance of 56.41 feet; thence S.30°04'49"E., a distance of 56.06 feet; thence S.17°19'41"W., a distance of 79.33 feet; thence S.43°27'17"W., a distance of 80.28 feet; thence S.23°20'46"W., a distance of 136.67 feet; thence S.39°31'49"W., a distance of 88.43 feet; thence S.64°16'07"W., a distance of 145.65 feet; thence S.41°38'31"W., a distance of 55.43 feet; thence S.07°17'01"W., a distance of 78.29 feet; thence S.26°24'12"W., a distance of 71.91 feet; thence S.48°50'35"W., a distance of 147.15 feet; thence S.11°00'14"E., a distance of 74.42 feet; thence S.12°36'48"W., a distance of 79.78 feet; thence S.28°27'24"W., a distance of 122.76 feet; thence S.32°23'00"W., a distance of 268.90 feet; thence S.19°27'38"W., a distance of 84.25 feet; thence S.05°42'21"W., a distance of 78.38 feet; thence S.07°19'39"W., a distance of 126.97 feet; thence S.29°53'06"W., a distance of 150.93 feet; thence S.32°03'36"W., a distance of 198.15 feet; thence S.37°15'55"W., a distance of 120.01 feet; thence S.44°13'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°13'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°16'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°27'34"W., a distance of 164.59 feet; thence S.05°48'45"W., a distance of 159.14 feet; thence S.10°15'19"E., a distance of 189.83 feet; thence S.42°49'07"E., a distance of 288.98 feet; thence S.38°19'26"E., a distance of 297.38 feet; thence S.18°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.19°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.18°14'56"E., a distance of 115.87 feet; thence N.62°00'21"E., a distance of 139.54 feet; thence N.85°46'15"E., a distance of 134.79 feet; thence S.64°35'35"E., a distance of 101.32 feet; thence S.46°39'27"E., a distance of 161.64 feet; thence N.50°08'19"E., a distance of 175.86 feet; thence N.66°49'55"W., a distance of 70.74 feet; thence N.35°28'27"W., a distance of 147.51 feet; thence N.26°58'59"W., a distance of 225.93 feet; thence N.26°32'21"W., a distance of 184.57 feet; thence N.14°54'44"W., a distance of 96.45 feet; thence N.23°29'05"E., a distance of 68.20 feet; thence N.29°13'57"E., a distance of 76.89 feet; thence N.14°57'11"E., a distance of 115.23 feet; thence N.39°34'46"E., a distance of 97.93 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.08°42'07"E., a distance of 126.60 feet; thence N.31°49'06"E., a distance of 104.86 feet; thence N.56°51'04"E., a distance of 133.71 feet; thence N.76°16'42"E., a distance of 122.54 feet; thence N.26°32'59"E., a distance of 109.00 feet; thence N.55°54'46"E., a distance of 157.23 feet; thence N.07°05'59"E., a distance of 43.40 feet; thence N.22°28'06"W., a distance of 136.76 feet; thence N.35°45'47"W., a distance of 204.88 feet; thence N.49°43'05"W., a distance of 125.18 feet; thence N.15°22'36"W., a distance of 72.78 feet; thence N.06°45'32"E., a distance of 95.03 feet; thence N.25°50'31"E., a distance of 125.55 feet; thence N.32°58'21"E., a distance of 244.53 feet; thence N.25°27'47"E., a distance of 174.39 feet; thence N.24°40'25"E., a distance of 162.54 feet; thence N.33°56'09"E., a distance of 209.31 feet; thence N.33°09'35"E., a distance of 230.29 feet; thence N.62°58'04"E., a distance of 99.27 feet; thence S.86°48'49"E., a distance of 35.96 feet; thence N.01°26'05"E., a distance of 48.79 feet; thence N.30°31'39"E., a distance of 116.31 feet; thence N.48°12'58"E., a distance of 120.58 feet; thence N.23°27'45"E., a distance of 135.04 feet; thence N.15°08'58"W., a distance of 110.36 feet; thence N.25°28'12"W., a distance of 244.31 feet; thence N.28°06'13"W., a distance of 172.87 feet; thence N.07°32'42"W., a distance of 154.27 feet; thence N.03°28'37"E., a distance of 117.54 feet; thence N.22°19'02"W., a distance of 78.40 feet; thence N.30°52'36"W., a distance of 144.54 feet; thence N.15°36'17"W., a distance of 150.68 feet; thence N.00°09'12"E., a distance of 160.40 feet; thence N.33°49'20"E., a distance of 47.85 feet; thence N.68°41'58"E., a distance of 50.49 feet; thence N.71°42'50"E., a distance of 81.17 feet; thence N.59°09'20"E., a distance of 121.60 feet; thence N.84°51'29"E., a distance of 106.60 feet; thence S.70°25'07"E., a distance of 119.57 feet; thence S.68°47'05"E., a distance of 293.37 feet; thence S.45°08'54"E., a distance of 59.39 feet; thence S.18°03'36"E., a distance of 205.37 feet; thence S.53°04'49"E., a distance of 53.52 feet; thence

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S.82°33'13"E., a distance of 123.38 feet; thence S.67°20'19"E., a distance of 125.97 feet; thence S.42°31'13"E., a distance of 98.20 feet; thence S.16°52'48"E., a distance of 60.02 feet; thence S.32°50'43"W., a distance of 55.58 feet; thence S.73°19'14"W., a distance of 32.39 feet; thence S.87°58'04"W., a distance of 154.06 feet; thence S.41°23'51"W., a distance of 46.70 feet; thence S.10°15'13"E., a distance of 71.86 feet; thence S.59°09'03"E., a distance of 132.74 feet; thence N.84°08'38"E., a distance of 46.37 feet; thence N.36°44'46"E., a distance of 227.34 feet; thence S.71°52'29"E., a distance of 403.14 feet; thence N.82°00'50"E., a distance of 53.60 feet; thence S.38°44'39"E., a distance of 118.22 feet; thence S.63°38'06"E., a distance of 107.96 feet; thence S.82°29'54"E., a distance of 91.47 feet; thence S.37°47'10"E., a distance of 53.12 feet; thence N.83°46'44"E., a distance of 108.72 feet; thence S.87°41'29"E., a distance of 100.10 feet; thence N.64°38'19"E., a distance of 464.69 feet; thence N.89°16'17"E., a distance of 86.03 feet; thence S.51°55'34"E., a distance of 71.23 feet; thence S.14°23'47"E., a distance of 141.83 feet; thence S.03°24'31"W., a distance of 97.45 feet; thence S.56°19'40"W., a distance of 54.91 feet; thence S.80°37'50"W., a distance of 126.99 feet; thence S.43°08'49"E., a distance of 111.73 feet; thence S.07°21'59"E., a distance of 113.82 feet; thence S.27°01'32"W., a distance of 103.02 feet; thence S.41°19'41"W., a distance of 119.95 feet; thence S.61°10'24"W., a distance of 219.05 feet; thence S.14°22'52"W., a distance of 149.33 feet; thence S.03°40'58"W., a distance of 134.37 feet; thence S.01°17'42"W., a distance of 186.11 feet; thence S.05°51'20"E., a distance of 144.67 feet; thence S.13°21'51"W., a distance of 83.29 feet; thence S.55°21'32"W., a distance of 73.01 feet; thence S.66°00'55"W., a distance of 135.99 feet; thence S.71°07'29"W., a distance of 169.55 feet; thence S.03°12'02"E., a distance of 30.53 feet; thence S.03°13'06"E., a distance of 102.63 feet; thence S.09°07'35"W., a distance of 117.47 feet; thence S.32°58'22"E., a distance of 51.08 feet; thence S.17°51'11"E., a distance of 104.63 feet; thence S.76°17'00"E., a distance of 358.03 feet; thence S.10°05'02"E., a distance of 162.39 feet; thence S.03°39'17"W., a distance of 197.38 feet; thence S.16°51'49"W., a distance of 148.41 feet; thence S.23°51'07"W., a distance of 878.40 feet; thence S.33°38'52"W., a distance of 118.39 feet; thence S.83°42'53"W., a distance of 118.24 feet; thence S.06°53'47"W., a distance of 103.56 feet; thence S.23°49'34"W., a distance of 233.30 feet; thence S.43°12'56"W., a distance of 264.70 feet; thence S.55°45'18"W., a distance of 174.66 feet; thence S.24°17'36"E., a distance of 221.13 feet; thence S.23°23'54"W., a distance of 129.21 feet; thence N.84°58'18"W., a distance of 148.70 feet; thence S.81°37'01"W., a distance of 365.07 feet; thence N.54°09'54"W., a distance of 194.69 feet; thence S.50°56'07"W., a distance of 56.05 feet; thence S.13°18'43"W., a distance of 225.35 feet; thence N.80°13'47"E., a distance of 153.18 feet; thence S.76°14'33"E., a distance of 145.22 feet; thence S.65°22'29"E., a distance of 124.10 feet; thence S.35°13'45"E., a distance of 104.11 feet; thence S.02°14'08"W., a distance of 58.70 feet; thence S.02°19'27"W., a distance of 90.74 feet; thence S.85°05'17"W., a distance of 166.46 feet; thence N.67°11'31"W., a distance of 138.10 feet; thence N.84°08'17"W., a distance of 116.42 feet; thence S.62°39'24"W., a distance of 75.70 feet; thence S.10°57'22"W., a distance of 49.06 feet; thence S.50°05'40"W., a distance of 156.67 feet; thence S.85°45'45"W., a distance of 17.83 feet; thence S.42°46'38"W., a distance of 146.62 feet; thence N.42°31'21"W., a distance of 165.33 feet; thence N.18°00'29"W., a distance of 510.78 feet; thence N.00°46'35"W., a distance of 120.44 feet; thence N.77°00'27"W., a distance of 93.95 feet; thence S.41°23'28"W., a distance of 271.07 feet; thence S.50°13'07"W., a distance of 212.96 feet; thence S.60°53'42"W., a distance of 221.24 feet; thence S.38°17'29"E., a distance of 205.40 feet; thence S.84°56'38"E., a distance of 254.32 feet; thence S.70°17'22"E., a distance of 363.80 feet; thence S.30°48'39"E., a distance of 168.60 feet; thence N.79°42'48"E., a distance of 224.81 feet; thence S.54°47'14"E., a distance of 115.98 feet; thence S.89°58'07"E., a distance of 115.42 feet; thence N.39°35'05"E., a distance of 200.09 feet; thence N.48°45'27"E., a distance of 162.90 feet; thence N.86°21'05"E., a distance of 118.53 feet; thence S.72°06'01"E., a distance of 166.49 feet; thence S.13°03'41"E., a distance of 71.44 feet; thence S.53°08'57"W., a distance of 148.71 feet; thence S.38°03'49"W., a distance of 139.86 feet; thence S.55°40'56"W., a distance of 212.67 feet; thence S.55°54'10"W., a distance of 284.66 feet; thence N.87°25'11"W., a distance of 111.40 feet; thence N.82°03'47"W., a distance of 235.19 feet; thence S.88°30'44"W., a distance of 230.97 feet; thence S.58°51'57"W., a distance of 100.76 feet; thence



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OR 2125/2089

N.67°43'09"W., a distance of 99.94 feet; thence N.64°55'29"W., a distance of 147.57 feet; thence N.88°50'59"W., a distance of 265.00 feet; thence S.14°34'58"W., a distance of 158.79 feet; thence S.02°59'21"W., a distance of 154.69 feet; thence S.21°44'41"E., a distance of 159.48 feet; thence S.07°03'24"W., a distance of 142.64 feet; thence S.19°07'55"E., a distance of 177.70 feet; thence S.22°03'35"W., a distance of 99.38 feet; thence S.35°27'00"W., a distance of 112.21 feet; thence S.20°14'12"W., a distance of 105.00 feet; thence S.64°27'24"W., a distance of 59.16 feet; thence S.32°08'29"W., a distance of 83.78 feet, to a point on the Northerly Right of Way line of State Road No. 500; thence N.60°13'23"W., along said Northerly Right of Way line, a distance of 6,437.64 feet to the POINT OF BEGINNING.

Containing 888.35 acres, more or less.

**COPY**

BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

PLAT BOOK 14 PAGE 68

LEGAL DESCRIPTION:

A parcel of land lying in Sections 19 & 30 & 31, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E, (being a found 4'x4" concrete monument), run thence N00°27'29"W, along the West line of said Section 30, a distance of 2,116.59 Feet to a point on the southerly right of way line of State Road No. 500 (being a found 4'x4" concrete monument, with the top broken); thence continue northerly along said line, a distance of 76.29 Feet, to a point on the northerly right of way line of State Road No. 500; thence S60°13'23"E, along said northerly right of way line, a distance of 3652.94 Feet to the POINT OF BEGINNING; thence N22°54'52"E, a distance of 116.98 Feet; thence N67°05'08"W, a distance of 40.20 Feet; thence N22°54'23"E, a distance of 107.33 Feet; thence S67°05'37"E, a distance of 264.57 Feet; thence N22°57'50"E, a distance of 43.34 Feet; thence N17°06'58"E, a distance of 312.88 Feet; thence N14°11'20"E, a distance of 76.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S74°30'48"E, a radial distance of 2,302.13 Feet and having a chord bearing of N18°42'24"E, 258.62 Feet; thence northerly along the arc, through a central angle of 06°26'24", a distance of 258.75 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N23°59'51"E, a radial distance of 850.50 Feet and having a chord bearing of N54°30'07"W, 339.14 Feet; thence northwesterly along the arc, through a central angle of 2°33'00"4", a distance of 341.43 Feet; thence N43°00'05"W, a distance of 277.26 Feet to a point of curve to the left having a radius of 965.00 Feet, a central angle of 08°07'35", and a chord bearing of N47°03'53"W, 136.75 Feet; thence northwesterly along the arc a distance of 136.87 Feet; thence N51°07'41"W, a distance of 91.64 Feet to a point of curve to the left having a radius of 780.77 Feet, a central angle of 26°35'59", and a chord bearing of N64°25'41"W, 359.23 Feet; thence northwesterly along the arc a distance of 362.47 Feet; thence N77°33'40"W, a distance of 95.65 Feet to a point of curve to the left having a radius of 10.00 Feet, a central angle of 60°53'36", and a chord bearing of S71°49'32"W, 10.13 Feet; thence westerly along the arc a distance of 10.63 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 116°56'48"; thence westerly along the arc, a distance of 173.49 Feet to a point of reverse curve to the left having a radius of 20.00 Feet and a central angle of 50°28'55"; thence northwesterly along the arc, a distance of 17.62 Feet to a point of reverse curve to the right having a radius of 1,155.30 Feet and a central angle of 35°42'48"; thence northwesterly along the arc, a distance of 938.27 Feet to a point of reverse curve to the left having a radius of 1,155.00 Feet and a central angle of 11°51'46"; thence northwesterly along the arc, a distance of 239.14 Feet; thence N48°18'21"W, a distance of 65.16 Feet; thence S41°41'39"W, a distance of 5.50 Feet; thence N48°18'21"W, a distance of 92.81 Feet; thence N41°41'39"E, a distance of 100.00 Feet; thence S48°18'21"E, a distance of 92.81 Feet; thence S41°41'39"W, a distance of 47.33 Feet; thence N43°42'24"E, a distance of 200.05 Feet; thence S86°55'34"E, a distance of 29.68 Feet; thence N84°02'48"E, a distance of 116.21 Feet; thence N65°23'36"E, a distance of 142.33 Feet; thence N54°38'41"E, a distance of 66.38 Feet; thence N05°38'44"W, a distance of 51.87 Feet; thence N20°55'55"E, a distance of 118.31 Feet; thence N24°21'19"E, a distance of 96.11 Feet; thence N17°48'37"W, a distance of 73.93 Feet; thence N24°11'09"W, a distance of 59.20 Feet; thence N57°00'02"W, a distance of 108.89 Feet; thence N31°58'18"W, a distance of 123.05 Feet; thence N1°30'54"W, a distance of 64.44 Feet; thence N35°58'59"W, a distance of 34.46 Feet; thence N82°48'13"E, a distance of 94.48 Feet; thence S88°31'05"E, a distance of 173.33 Feet; thence S33°28'01"E, a distance of 61.27 Feet; thence S25°28'33"E, a distance of 59.79 Feet; thence S34°38'06"E, a distance of 62.23 Feet; thence S02°29'55"W, a distance of 50.54 Feet; thence S45°39'24"E, a distance of 47.87 Feet; thence N81°30'52"E, a distance of 51.04 Feet; thence N86°50'49"E, a distance of 38.19 Feet; thence N46°32'33"E, a distance of 42.39 Feet; thence N37°45'51"E, a distance of 30.59 Feet; thence N07°13'59"W, a distance of 41.45 Feet; thence

N70°21'25"E, a distance of 34.66 Feet; thence N66°21'16"E, a distance of 38.54 Feet; thence N37°27'56"E, a distance of 49.76 Feet; thence N57°01'59"E, a distance of 82.39 Feet; thence N07°56'40"E, a distance of 51.89 Feet; thence N14°54'38"E, a distance of 33.09 Feet; thence N19°51'00"W, a distance of 49.10 Feet; thence N79°44'03"W, a distance of 23.22 Feet; thence S58°57'33"W, a distance of 43.77 Feet; thence N35°25'59"W, a distance of 45.98 Feet; thence N89°40'50"W, a distance of 58.65 Feet; thence S67°25'40"W, a distance of 52.36 Feet; thence S89°01'04"W, a distance of 46.30 Feet; thence N72°40'28"W, a distance of 68.69 Feet; thence S66°59'03"W, a distance of 60.89 Feet; thence N36°26'58"W, a distance of 20.42 Feet; thence N46°40'35"W, a distance of 63.47 Feet; thence N05°16'45"W, a distance of 54.37 Feet; thence N09°10'50"E, a distance of 61.45 Feet; thence N35°27'22"E, a distance of 45.00 Feet; thence N30°34'39"W, a distance of 61.03 Feet; thence N63°31'20"W, a distance of 88.49 Feet; thence N72°50'50"W, a distance of 120.33 Feet; thence S48°40'46"W, a distance of 99.22 Feet; thence S53°39'17"W, a distance of 48.69 Feet; thence S27°50'08"W, a distance of 70.62 Feet; thence S35°20'25"W, a distance of 54.30 Feet; thence S86°26'30"W, a distance of 60.36 Feet; thence N39°27'55"W, a distance of 72.72 Feet; thence N24°29'43"W, a distance of 97.47 Feet; thence N21°18'03"W, a distance of 66.61 Feet; thence N11°25'04"W, a distance of 59.59 Feet; thence N02°57'15"W, a distance of 61.69 Feet; thence N24°51'10"E, a distance of 86.51 Feet; thence N17°56'43"W, a distance of 41.95 Feet; thence N23°35'43"E, a distance of 222.95 Feet; thence S70°17'45"E, a distance of 363.26 Feet; thence S72°52'48"E, a distance of 432.55 Feet; thence S64°33'09"E, a distance of 43.62 Feet; thence N20°38'30"E, a distance of 102.54 Feet; thence N70°27'06"W, a distance of 31.56 Feet; thence N19°04'42"E, a distance of 53.00 Feet; thence S70°27'53"E, a distance of 31.53 Feet to the point of curve of a parabolic curve to the right, of which the radius point lies S68°33'23"E, a radial distance of 1,593.63 Feet and having a chord bearing of N22°32'48"E, 65.06 Feet; thence northeasterly along the arc, through a central angle of 02°20'21", a distance of 65.06 Feet; thence N23°42'58"E, a distance of 121.90 Feet; thence N23°21'57"E, a distance of 370.84 Feet; thence N69°31'18"W, a distance of 78.01 Feet; thence N24°27'34"E, a distance of 83.19 Feet; thence S69°42'39"E, a distance of 93.57 Feet; thence N23°05'21"E, a distance of 251.25 Feet; thence N65°35'14"W, a distance of 65.19 Feet; thence N23°21'57"E, a distance of 78.99 Feet; thence S66°38'06"E, a distance of 336.79 Feet to a point of curve to the left having a radius of 868.00 Feet, a central angle of 25°52'07", and a chord bearing of S79°34'10"E, 388.58 Feet; thence easterly along the arc a distance of 391.90 Feet; thence N87°29'47"E, a distance of 118.32 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies N02°18'45"W, a radial distance of 931.80 Feet and having a chord bearing of N82°35'29"E, 165.54 Feet; thence easterly along the arc, through a central angle of 10°11'32", a distance of 165.76 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 66°01'36"; thence northeasterly along the arc, a distance of 11.52 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 128°06'55"; thence easterly along the arc, a distance of 190.06 Feet; thence N62°43'51"E, a distance of 406.64 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S25°23'24"E, a radial distance of 1,267.22 Feet and having a chord bearing of N88°45'31"E, 183.34 Feet; thence easterly along the arc, through a central angle of 08°17'49", a distance of 183.50 Feet; thence N09°33'15"W, a distance of 79.95 Feet; thence N80°26'45"E, a distance of 70.00 Feet; thence S09°33'15"E, a distance of 83.62 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S09°55'08"E, a radial distance of 795.50 Feet and having a chord bearing of N82°55'37"E, 78.99 Feet; thence easterly along the arc, through a central angle of 05°41'29", a distance of 79.02 Feet; thence S05°04'07"E, a distance of 70.82 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S04°22'07"E, a radial distance of 729.02 Feet and having a chord bearing of S81°01'38"W, 117.04 Feet; thence westerly along the arc, through a central angle of 09°12'31", a distance of 117.17 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S12°17'52"E, a radial distance of 672.61 Feet and having a chord bearing of S71°42'10"W, 140.60 Feet; thence westerly along the arc, through a central angle of 11°59'56", a distance of 140.86 Feet; thence S63°47'29"W, a distance of 44.94 Feet; thence S63°09'52"W, a distance of 424.90 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N77°05'50"W, a radial distance of 85.00 Feet and having a chord bearing of S28°03'33"W, 44.45 Feet; thence southwesterly along the arc, through a central angle of 30°18'46", a distance of 44.97 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of

49°11'40"; thence southwesterly along the arc, a distance of 8.59 Feet to a point of reverse curve to the right having a radius of 817.08 Feet and a central angle of 62°27'19"; thence southwesterly along the arc, a distance of 890.66 Feet; thence N33°21'41"W, a distance of 3.50 Feet; thence S56°37'45"W, a distance of 216.31 Feet to a point of curve to the left having a radius of 720.00 Feet, a central angle of 51°01'51", and a chord bearing of S31°06'50"W, 620.29 Feet; thence southwesterly along the arc a distance of 641.27 Feet; thence S05°35'54"W, a distance of 229.33 Feet to a point of curve to the right having a radius of 1,545.00 Feet, a central angle of 25°12'46", and a chord bearing of S18°12'17"W, 674.40 Feet; thence southwesterly along the arc, a distance of 679.87 Feet; thence S30°48'40"W, a distance of 300.39 Feet to a point of curve to the left having a radius of 1,003.50 Feet, a central angle of 25°55'03", and a chord bearing of S17°51'09"W, 450.07 Feet; thence southerly along the arc a distance of 453.93 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 61°17'01"; thence southeasterly along the arc, a distance of 10.70 Feet to a point of reverse curve to the right having a radius of 95.00 Feet and a central angle of 38°11'09"; thence southeasterly along the arc, a distance of 63.31 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of 59°32'50"; thence southeasterly along the arc, a distance of 10.39 Feet; thence S77°45'05"E, a distance of 87.88 Feet to a point of curve to the right having a radius of 860.84 Feet, a central angle of 26°37'25", and a chord bearing of S64°26'23"E, 396.42 Feet; thence southeasterly along the arc a distance of 400.00 Feet; thence S51°07'41"E, a distance of 91.64 Feet to a point of curve to the right having a radius of 1,045.00 Feet, a central angle of 08°07'55", and a chord bearing of S47°03'54"E, 148.09 Feet; thence southeasterly along the arc a distance of 148.22 Feet; thence S43°00'05"E, a distance of 276.31 Feet to a point of curve to the left having a radius of 770.50 Feet, a central angle of 31°43'32", and a chord bearing of S58°51'51"E, 421.21 Feet; thence southeasterly along the arc a distance of 426.64 Feet; thence S74°43'37"E, a distance of 449.79 Feet; thence S15°16'23"W, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 420.00 Feet; thence N15°16'23"E, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 84.00 Feet; thence S15°16'23"W, a distance of 24.50 Feet; thence N74°43'37"W, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 40.50 Feet; thence S73°34'52"E, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 15.00 Feet; thence N74°43'37"W, a distance of 24.00 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 279.50 Feet; thence S74°43'37"E, a distance of 9.00 Feet; thence S15°16'23"W, a distance of 55.00 Feet; thence N74°43'37"W, a distance of 228.50 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 384.88 Feet; thence S74°43'37"E, a distance of 21.00 Feet; thence S15°16'23"W, a distance of 25.00 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S15°12'13"W, a radial distance of 26.66 Feet and having a chord bearing of N86°23'53"W, 10.72 Feet; thence westerly along the arc, through a central angle of 2°31'12", a distance of 10.80 Feet; thence S15°16'24"W, a distance of 60.63 Feet to a point of curve to the left having a radius of 449.00 Feet, a central angle of 15°17'58", and a chord bearing of S07°37'25"W, 119.54 Feet; thence southerly along the arc a distance of 119.89 Feet; thence S00°01'35"E, a distance of 17.28 Feet to a point of curve to the right having a radius of 351.00 Feet, a central angle of 27°27'51", and a chord bearing of S13°42'21"W, 166.64 Feet; thence southerly along the arc a distance of 168.25 Feet; thence S60°13'55"E, a distance of 814.01 Feet; thence S29°46'05"W, a distance of 49.30 Feet, to a point on the aforesaid northerly right of way line of State Road No. 500; thence N60°13'23"W, along said northerly right of way line, a distance of 1785.13 Feet to the POINT OF BEGINNING.

Containing 111.88 Acres, more or less.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



PLAT BOOK 14 PAGE 69

SECTION 24

BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

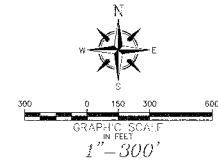
SECTION 19

SECTION 20

24 19  
25 30

19 20  
30 29

RANGE 31 EAST  
RANGE 32 EAST



- LEGEND:
- DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED)
  - DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP #L.B. 7045)
  - DENOTES IRON ROD (AS NOTED)
  - ▲ DENOTES SET 5/8" IRON ROD SET W/CAP # L.B. 7045
  - DENOTES IRON AND IRON POINT (AS NOTED)
  - DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK # L.B. 7045) S.R. = STATE ROAD
  - DENOTES CURVED DISTANCE P.O.C. = POINT OF CURVE
  - DENOTES TANGENT P.O.B. = POINT OF BEGINNING P.T. = POINT OF TANGENT
  - DENOTES CENTRAL ANGLE P.O.C. = POINT OF COMMENCEMENT P.R.C. = POINT OF REVERSE CURVE
  - DENOTES ARC LENGTH S.R.M. = OFFICIAL RECORD BOOK L.B. = LICENSED BUSINESS P.C.C. = POINT OF COMPOUND CURVE

SECTION 25

SECTION 30

SECTION 29

N00°27'29"W  
76.29'

FOUND 4"x4" CONCRETE MONUMENT (TOP BROKEN)

EAST LINE OF SECTION 25-26-31  
N00°27'29"W  
2116.59'

WEST LINE OF SECTION 30-26-32

U.S. HIGHWAY NO. 192 & 441 P.O.B. (S.R. 500)  
S60°13'23"E  
3852.94'

SHEET 5 OF 7  
SHEET 4 OF 7

SHEET 6 OF 7  
SHEET 5 OF 7

SHEET 7 OF 7  
SHEET 6 OF 7

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SECTION 36

SECTION 31

SECTION 32

SHEET 3 OF 7

P.O.C.  
SW CORNER OF  
SEC. 30-26-32  
FOUND 4"x4" CONCRETE MONUMENT (NO I.D.)

**BROWN & JOHNSTON, INC.**  
LAND SURVEYING • MAPPING • CONSULTING  
2880 S.W. 34th St. • Ft. Pierce, Florida 34948  
PH: (888) 833-7228 FAX: (888) 833-5370  
CERTIFICATE OF AUTHORIZATION No. L.B. 7045





BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

SEE SHEET 7 OF 7

SEE SHEET 5 OF 7

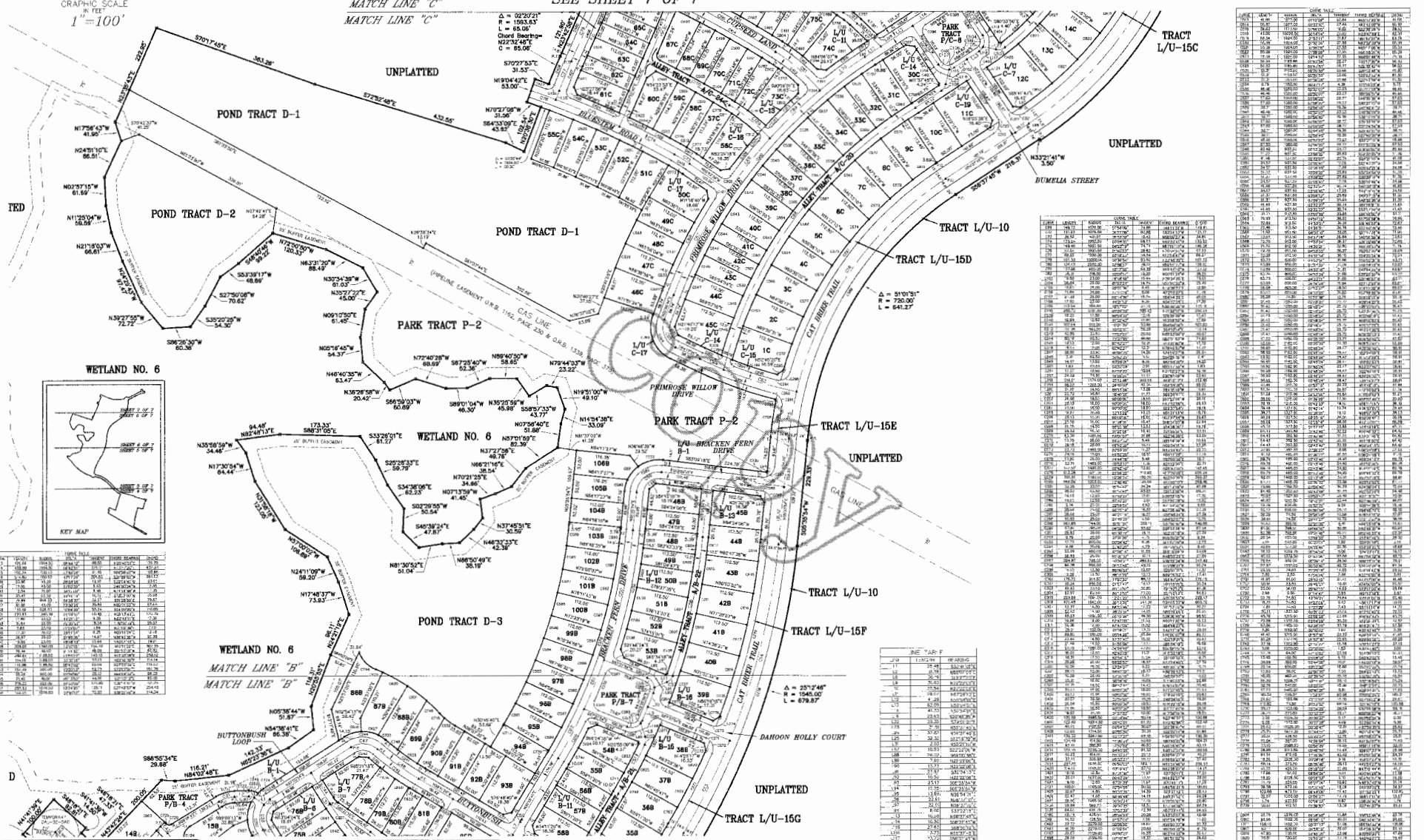
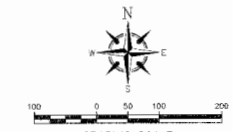


Table with 4 columns: TRACT NO., AREA, PERCENTAGE, and REMARKS. Lists various tracts and their associated data.

Table with 4 columns: DISTANCE, BEARING, CURVE DATA, and REMARKS. Provides specific survey measurements for various points.

Large vertical table with multiple columns containing detailed survey data, including bearings, distances, and curve information for numerous points.

BROWN & JOHNSTON, INC. LAND SURVEYING • MAPPING • CONSULTING  
1401 N. 15th St., Ocala, FL 34461  
Phone: (352) 933-7723 Fax: (352) 332-2010  
CERTIFICATE OF AUTHORIZATION NO. LB-7048

LEGEND: DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED)  
DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP #LB-7048)  
DENOTES FOUND IRON PEGS (AS NOTED)  
DENOTES SET 5/8" IRON PEG SET W/CAP # LB-7048  
DENOTES NAIL AND DISK FIGURE (AS NOTED)  
DENOTES FOREMAN CONTROL POINT (SET IRON AND DISK # LB-7048) S.R. = IDENTIFICATION  
S.R. = STATE ROAD  
C = CHAINS DISTANCE P.C. = PACE P.C. = POINT OF CURVE  
P.B. = POINT OF BEGINNING P.T. = POINT OF TANGENT  
P.C.C. = POINT OF COMMENCEMENT P.R.C. = POINT OF REVERSE CURVE  
D.R.B. = OFFICIAL RECORDS BOOK L.B. = LICENSED BUSINESS P.L.C. = POINT OF COMPOUND CURVE

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

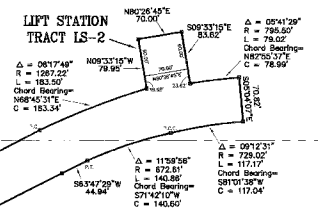
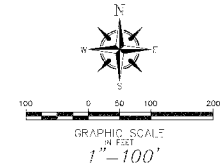


Table of bearings and distances for various tracts and lines.

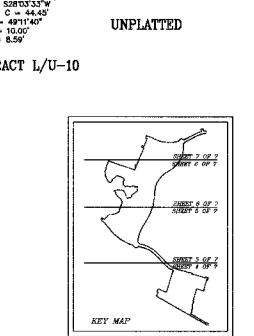
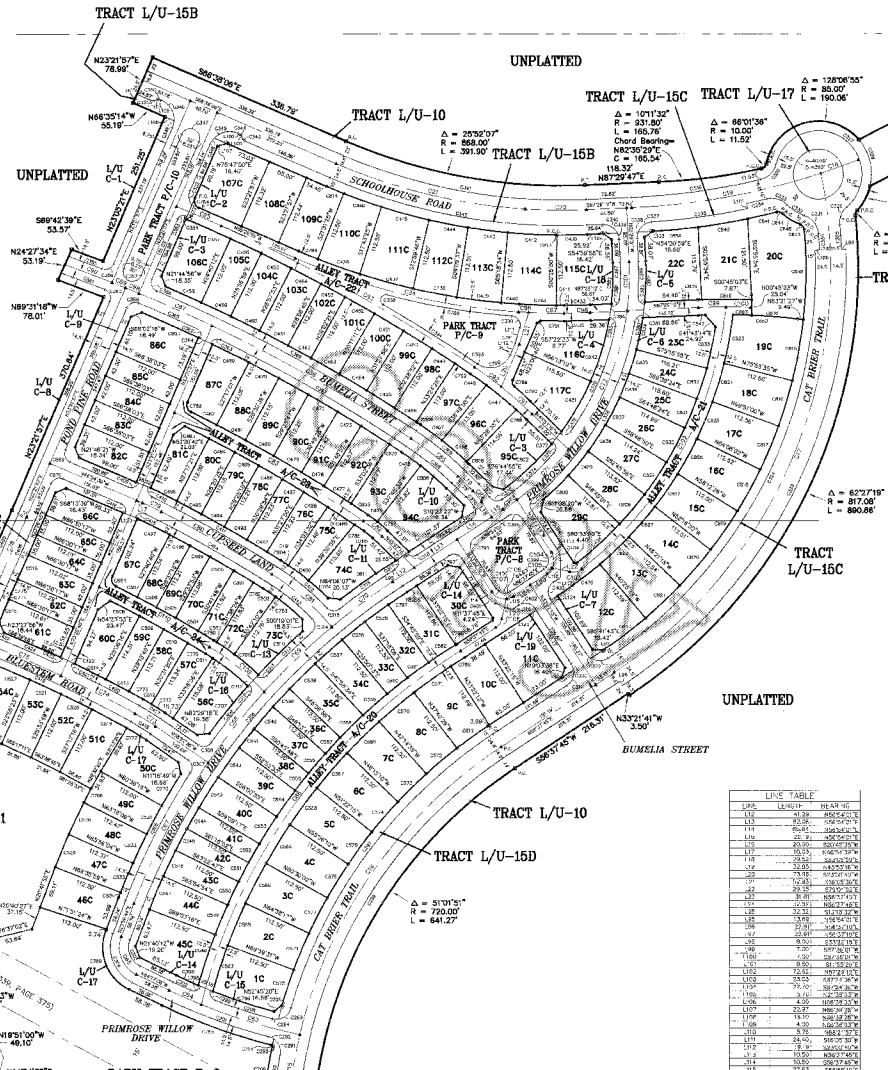
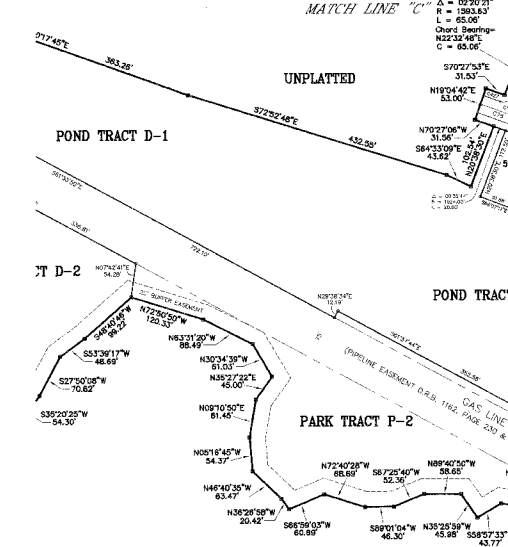


Table with columns: LINE, LENGTH, BEARING, CURVE DATA.

Table with columns: TRACT, AREA, PERCENTAGE, etc.

BROWN & JOHNSTON, INC. LAND SURVEYING & MAPPING CONSULTING

SEE SHEET 6 OF 7

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 7 OF 7

Prepared by and Return to:  
Mark S. Lieblich, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

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

CL 2003224213 OR 2390/1459  
VDT Date 11/25/2003 Time 07:38:43

DOC STAMPS: 0.70

SECOND AMENDMENT OF  
DRAINAGE EASEMENT

This Second Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 11<sup>th</sup> day of August, 2003, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 4305 Neptune Road, St. Cloud, Florida 34761 and Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance, (herinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33701.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement recorded October 10, 2002 in Book 2125, Page 2078 and that certain First Amendment of Drainage Easement recorded in Book 2125, Page 2090 in the Public Records of Osceola County, Florida (collectively, the "Drainage Easement"); and

WHEREAS, the parties desire to exercise their rights under the Drainage Easement to more narrowly describe the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Pursuant to Paragraph 4 of the Drainage Easement, the property subject to the Easement (the "Easement Property") shall for all purposes hereafter be deemed to exclude the following:
  - a. all property described in that certain plat entitled Birchwood "VC-1" Tract as recorded in the Public Records of Osceola County, Florida at Plat Book 14, Page 173,
  - b. all property described in that certain plat entitled Birchwood Tracts Phase One as recorded in the Public Records of Osceola County, Florida at Plat Book 14, Page 171,



CL 2003224213

DR 2390/1460

c. all property described in that certain plat entitled Birchwood Golf Course as recorded in the Public Records of Osceola County, Florida at Plat Book 15, Page 139 other than the parcels designated as Linear Park-1, Linear Park-2, Pond Easements and Wetland Easements, each of which shall remain part of the Easement Property and subject to the Drainage Easement.

3. The Easement, as defined in the Drainage Easement, shall, as set forth in the Drainage Easement, automatically be deemed terminated and released for all purposes from any property that is not included in the modified legal description.

4. As additional consideration for the easement rights held by Grantee over the parcels designated as Pond Easements and Wetland Easements in that certain plat entitled Birchwood Golf Course as recorded in the Public Records of Osceola County, Florida at Plat Book 15, Page 139, Grantee shall be responsible for the restoration and repair of any portion of the landscaping, improvements or golf course features, infrastructure or amenities that are damaged or disturbed in connection with the use or enjoyment of the easement rights granted in the Drainage Easement.

5. All provisions of the Drainage Easement not expressly modified herein are hereby ratified and shall remain in full force and effect.

[signature pages follow]

**TOBY**

CL 2003224213

OR 2390/1461

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"Grantor"

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

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

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: VENCE SMITH JR.

[Signature]  
Signature of Witness  
Print Name: CAROLYN McARTHUR

Signed, sealed and delivered in the presence of:

"Grantee"

Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance

By: [Signature]  
Print Name: GARY M. STONE  
As its: SECRETARY

[Signature]  
Signature of Witness  
Print Name: Deborah A. Porter

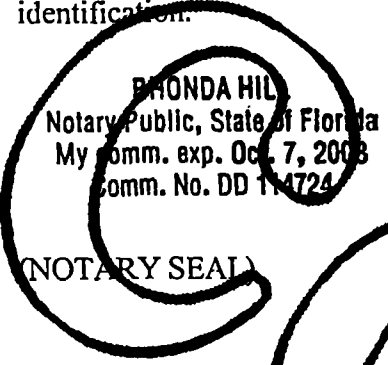
[Signature]  
Signature of Witness  
Print Name: Kathleen M. Bollhofer

CL 2003224213

OR 2390/1462

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2003, by James L. Lentz, as President of Thre E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



Rhonda Hill  
(Notary Signature)

Rhonda Hill  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD114724

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2003, by Gary L. Meyer as Secretary, of the Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Brenda L. Wright  
(Notary Signature)

Brenda L. Wright  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD031560

(NOTARY SEAL)

8  
3P

Prepared by and Return to:  
David L. Evans, Jr., Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2004213389 OR 2629/288  
DME Date 11/01/2004 Time 09:39:19

DGC STAMPS: 0.00

THIRD AMENDMENT OF  
DRAINAGE EASEMENT

This Third Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 28<sup>th</sup> day of OCTOBER, 2004, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 3500 Harmony Square Drive West, Harmony, Florida 34771 and Harmony Community Development District, a special district according to Chapter 189, Florida Statutes, (hereinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33001.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2018 (the "Drainage Easement"); and

WHEREAS, the parties desire to exercise their rights under the Drainage Easement to more narrowly describe the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Pursuant to Paragraph 4 of the Drainage Easement, the property subject to the Easement (the "Easement Property") shall for all purposes hereafter be deemed to exclude the residential Lots that are created by that certain plat entitled Birchwood Neighborhood C-2 as recorded in the Public Records of Osceola County, Florida at Plat Book 17, Pages 10 through 11.
3. The Easement, as defined in the Easement Agreement, shall, as set forth in the Easement Agreement, automatically be deemed terminated and released for all purposes from any property that is not included in the modified legal description.
4. All provisions of the Easement Agreement not expressly modified herein are hereby ratified and shall remain in full force and effect.

CL 2004213389

OR 2629/289

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

Signed, sealed and delivered in the presence of:

“Grantor”

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

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

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: VENCE SMITH, JR.  
[Signature]  
Signature of Witness  
Print Name Rhonda Hill

Signed, sealed and delivered in the presence of:

“Grantee”

Harmony Community Development District, a special district according to Chapter 189, Florida Statutes

[Signature]  
Signature of Witness  
Print Name: VENCE SMITH, JR.  
[Signature]  
Signature of Witness  
Print Name Rhonda Hill

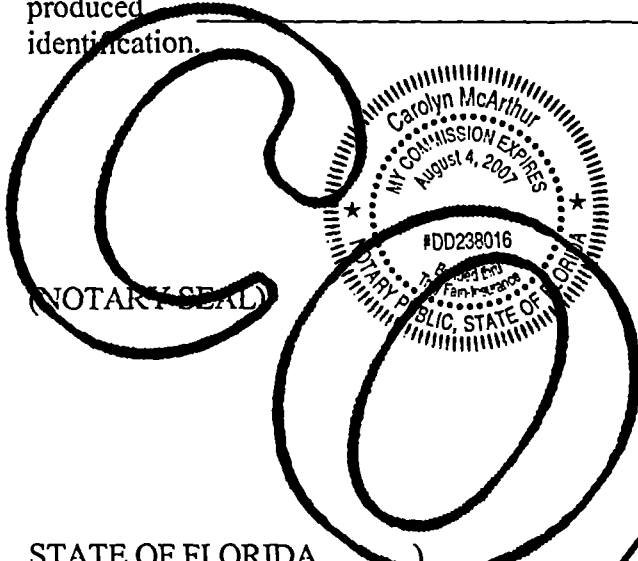
By: [Signature]  
Print Name: Thomas Tulavia  
As its: Secretary

CL 2004213389

OR 2629/290

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

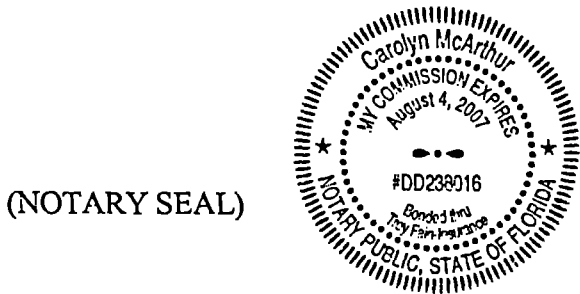
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of OCTOBER, 2004, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



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

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 2004, by THOMAS TOWNSEND, as SECRETARY, of the Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



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

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

Attachment F

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

August 14, 2020

**Via E-Mail**

hmarks@burr.com

Howard S. Marks, Esquire  
Burr & Forman, LLP  
200 South Orange Avenue, Suite 800  
Orlando, Florida 32801-6401

Re: Harmony Retail, LLC v. Steve Berube  
Case No.: 2020 CA 001337 OC

Dear Mr. Marks:

My firm represents the Harmony Community Development District. This letter concerns unlawful actions taken by your client Harmony Retail, LLC, which impede upon my client's ability to carry out its duty under Florida law to maintain its irrigation systems and facilities on public properties throughout the District.

The Harmony Community Development District purchased and constructed a comprehensive irrigation system that runs throughout the boundaries of the District. My client has an easement over your client's property which is necessary to maintain the irrigation system as a whole.

It has come to my attention that on or around August 13, 2020, certain irrigation components belonging to my client were drilled and padlocked so that my client can no longer access its irrigation systems and facilities. I have advised my client to contact law enforcement and my client will continue to take every available legal measure in order to ensure that it is able to maintain its irrigation system and to ensure there is no damage to properties maintained by the District.

If your client installed the padlocks, then the padlocks must be removed by your client immediately. If your client did not install the padlocks, then please advise. Either way, my client must have access to these vital sprinkler system components in order to be able to carry out its duty under Chapter 190 to manage the irrigation systems and facilities throughout the boundaries of the CDD.

Howard S. Marks, Esquire  
August 14, 2020  
Page 2

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My client will take all available legal action to carry out its duty under Florida law. If your client has not removed the padlocks by 5:00 p.m. on Wednesday, August 19, 2020, then my client will remove the padlocks to prevent damage to District systems and facilities, etc. Thank you for your attention to this matter.

Sincerely,



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

TRQ/srt

cc: Harmony CDD Board of Supervisors  
Steve Boyd  
Kristen Suit



**5Bii**

## MEMORANDUM

To: Harmony Community Development District Board of Supervisors  
 From: Young Qualls P.A.  
 Date: 08/11/2020  
 Re: Governmental Entity No Solicitation Policy Analysis

---

### Questions Presented

1. May a community development district (“CDD”) restrict private entities from soliciting business at the CDD’s recreation facilities?
2. If so, provide language restricting solicitation.

### Answers

1. Yes. A CDD may regulate advertising on CDD property if the CDD can show substantial government interests are involved and that the restrictions are narrowly tailored in order to implement said interests. Substantial government interests include aesthetics, disease transmission, littering, and overcrowding.
2. See Draft No Solicitation Policy attached hereto.

### Discussion

An analysis of regulating advertisements on public property falls under the commercial-speech jurisprudence of the U.S. Supreme Court and the Florida Supreme Court. The First Amendment states that, "Congress shall make no law . . . abridging the freedom of speech . . ."<sup>1</sup> Similarly, article I, section 4 of the Florida constitution provides that "[n]o law shall be passed to restrain or abridge the liberty of speech . . ."<sup>2</sup> Florida courts have defined the scope of free speech, including commercial speech, under the Florida Constitution consistently with the

<sup>1</sup> U.S. CONST. amend. I.

<sup>2</sup> FLA. CONST. art. I, § 4.

freedom-of-speech jurisprudence of the U.S. Supreme Court.<sup>3</sup> If the constitutionality of a regulation on commercial speech is challenged, a court must determine whether the regulation is content-based or content-neutral.

Content-neutral ordinances are subject to time, place and manner restrictions. Such restrictions merely limit when and where speech can take place in order to reduce or prevent annoyance or inconvenience to the public. In *Virginia State Board of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, the court held that commercial speech may be subject to time, place, and manner restrictions so long as such restrictions are 1) imposed without reference to the content of the speech, 2) serve significant governmental interests, and 3) “leave open ample alternative channels for communication of the information.”<sup>4</sup> Advertisements constitute not just speech, but commercial speech. The definition of commercial speech extends beyond the “core notion” of speech that only proposes a commercial transaction.<sup>5</sup> Speech is not classified as commercial solely because it is an advertisement,<sup>6</sup> it refers to a specific product,<sup>7</sup> or the declarant has an economic motivation for the speech.<sup>8</sup> There is strong support for the classification of speech as commercial only when all of these criteria are met.<sup>9</sup>

The Florida Supreme Court explained in *State v. Bradford* that the constitutionality of a restriction on commercial speech is determined based on the framework established by the U.S. Supreme Court in the seminal *Central Hudson* case.<sup>10</sup> *Central Hudson* splits the constitutional inquiry in to two tiers of analysis. First, the court examines the nature of the commercial speech itself. If the commercial speech pertains to illegal activity or is false or deceptive, then the speech is not entitled to constitutional protection and thus may be prohibited or otherwise regulated.<sup>11</sup> Second, the court examines the nature of the restriction. If the restriction is (1) supported by a substantial government interest and (2) is narrowly tailored to directly and materially advance that interest, the restriction is permissible even though the commercial speech is entitled to constitutional protection.

<sup>3</sup> *Café Erotica v. Fla. Dep’t of Transp.*, 830 So. 2d 181, 183 (Fla. 1<sup>st</sup> DCA 2002).

<sup>4</sup> *Virginia State Bd. of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 771 (1976).

<sup>5</sup> *Bolger v. Youngs Drug Prods. Corp.*, 463 U.S. 60, 66 (1983).

<sup>6</sup> *Id.* (citing *New York Times v. Sullivan*, 376 U.S. 254, 265–66 (1964)).

<sup>7</sup> *Youngs*, *supra* note 5, at 66.

<sup>8</sup> *Id.* at 67.

<sup>9</sup> *Id.*

<sup>10</sup> *State v. Bradford*, 787 So. 2d 811, 820 (Fla. 2001)

<sup>11</sup> *Id.* (citing *Central Hudson Elec. Corp. v. Pub. Serv. Comm’n*, 447 U.S. 557 (1980)).

### Restaurant Menus Constitute Commercial Speech and May Be Regulated

In order to be classified as commercial, speech generally must be some kind of advertisement and refer to a specific product, and the speaker must have an economic motivation for the speech.<sup>12</sup> Solicitation by means of handing out or posting advertisements on public property meets all three of these criteria:

1. The entity is advertising its services. Such is the nature of any professional solicitation.
2. Second, the entities' advertisement offers specific products and services in exchange for money.
3. Third, the entity clearly has an economic motivation to solicit business from the public because the entity is compensated for its work.

Solicitation by private entities, regardless of when it occurs, constitutes commercial speech as understood by the U.S. Supreme Court and the Florida Supreme Court. However, public property which is not by tradition or designation a forum for public communication may be reserved by the government "for its intended purposes, communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's views."<sup>13</sup> The CDD recreation facilities' intended purpose is for physical exercise and recreation and is neither by design or tradition a public forum. Thus, the CDD's reasonable regulations on the speech within recreation facilities are valid if content neutral and leaving alternative channels of communication.

In *Taxpayers for Vincent*, the Supreme Court ruled that municipalities have a legitimate interest in prohibiting "intrusive... formats of expression" for aesthetic reasons. The Court wrote, "[T]he visual assault on the citizens of Los Angeles presented by an accumulation of signs posted on public property – constitutes a significant substantive evil within the City's power to prohibit."<sup>14</sup> The Court further noted,

Appellees' reliance on the public forum doctrine is misplaced. They fail to demonstrate the existence of a traditional right of access respecting such items as utility poles for purposes of their communication... it is clear that 'the First

<sup>12</sup> See, supra notes 9-11.

<sup>13</sup> *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 46 (1983).

<sup>14</sup> *Members of City Council City of L.A. v. Taxpayers for Vincent*, 466 U.S. 789, 790 (1984).

Amendment does not guarantee access to government property simply because it is owned or controlled by the government.<sup>15</sup>

In *Jobe v. City of Catlettsburg*, the District Court held against a Kentucky windshield leafleter.<sup>16</sup> Plaintiff placed leaflets for the American Legion under the windshield wipers of cars parked on public property. Plaintiff was cited and fined for violating a city ordinance. The court analyzed the ordinance using the three-part test for written forms of expression. Both parties agreed that the ordinance was content-neutral, thus satisfying the first part of the test. The court then decided that the ordinance was narrowly tailored, left open other channels of communication and advanced the government's interest in "prohibiting litter and visual blight."<sup>17</sup> It is well-settled that aesthetics is a substantial government interest.<sup>18</sup>

### **Conclusion**

Thus, in order to regulate private entities from advertising on CDD property the CDD must show there are substantial government interests involved and that the restrictions are narrowly tailored in order to implement said interests. Here, the District may do so if it accepts and adopts the attached proposed policy or a version thereof. The bottom line is that advertising is a form of commercial speech protected under the federal and state constitutions' but may be reasonably regulated to serve substantial government interests.

<sup>15</sup> *Id.* (citing *United States Postal Serv. v. Greenburgh Civic Ass'ns*, 453 U.S. 114, 114 (1981)).

<sup>16</sup> *Jobe v. City of Catlettsburg*, 409 F.3d 261, 274 (6th Cir. 2005).

<sup>17</sup> *Id.* at 268.

<sup>18</sup> See also *Southlake Prop. Assocs., Ltd. v. City of Morrow, GA*, 112 F.3d 1114, 1116 (11th Cir. 1997) (recognizing Morrow's right to "clean, aesthetically pleasing and safe business thoroughfares"); *Harnish v. Manatee Cty., Fla.*, 783 F.2d 1535, 1540 (11th Cir.1986) (upholding "prohibition of portable signs to eliminate aesthetic blight passed muster under the First Amendment").

**ATTACHMENT A**  
**PROPOSED SAMPLE POLICY**

In order to minimize poor aesthetics or the opportunity for disease transmission, littering, and overcrowding that could interfere with providing quality services at the recreation facilities, the Harmony CDD prohibits the solicitation, distribution and posting of written materials on or at the recreation facilities by any officer, employee, or non-employee, except as may be permitted by this policy.

Officers, employees and non-employees may not solicit recreation facility users during or after hours of operation, except in connection with a Harmony CDD approved or sponsored event.

Officers, employees and non-employees may not distribute literature of any kind at or within a recreation facility during or after hours, or at any time, except in connection with a CDD-sponsored event.

Violation of this policy should be reported to the Harmony CDD District Manager at 407-566-1935 or [Kristen.Suit@inframark.com](mailto:Kristen.Suit@inframark.com).

**5Biii**

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

216 South Monroe Street  
Tallahassee, Florida 32301

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

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

**MEMORANDUM**

To: Harmony Community Development District  
From: Young Qualls, PA  
Date: August 19, 2020  
Re: 2020 Legislative Session Laws Effect on Harmony CDD

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**Question Presented**

The District Manager asked for an update and summary of laws passed by the 2020 Florida Legislature. Following are those laws affecting community development districts.

**Answer**

During the 2020 Florida Legislative Session there were six (6) new laws which pertinently affect the Harmony Community Development District (“District” or “CDD”) being:

1. SB1466 reduces the information that a CDD must post online; now only the agenda must be posted seven (7) days in advance. The CDD may now provide a link to its most recent financial audit report on the Auditor General’s website, rather than posting the report. Another provision regards exemptions of ethics requirements to board members, but this provision only applies to district boards with supervisors who were appointed by developers; thus, this provision does not apply to the District as it is an elected board.
2. HB101 reduces the amount of money a CDD may withhold from progress payments under construction service contracts worth more than \$200,000 from:
  - a. 10% to 5% when less than 50 percent of the project is complete; and
  - b. 5% to 2.5% when 50 percent or more of the project is complete.
3. HB279 requires that when a CDD performs a project using its own services and employees, the CDD must fully account for all direct and indirect costs associated with the project including: employee compensation and benefits; equipment and maintenance costs, insurance costs, the cost of direct materials; and other direct costs, plus a factor of 20% for management, overhead, and other indirect costs, such as permitting fees.

Because Harmony has a unique framework for field staff, the District must take this new obligation into consideration before starting new projects and designate a District staff



member to keep the accounting of such. The Firm is doing additional research into the full affect of this law on the District.

4. SB664 requires CDD contractors and subcontractors to verify new hires' immigration status under "E-Verify" beginning January 1, 2021. The bill's contractor/subcontractor requirements apply to those that have at least 10 employees in Florida and contracts of at least \$35,000 in value.

The District may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. This obligation will need to be added to the District's standard contract form.

5. HB441 increases the maximum dollar amount for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA), Ch. 287, F.S. (2019), for each individual construction project from \$2,000,000 to \$4,000,00 and each individual study under a contract for CDD construction projects from \$200,000 to \$500,000. These new limits are intended to lead to more competitive bidding for contracts with the District.
6. HB5003 creates a special task force to review CDD's governance structure and function and determine if changes are necessary to make the CDD more efficient. The District should continue to follow all procedures and striving for efficiency while carrying out its duties under Ch. 190, F.S. (2019).

## Analysis

### SB1466

#### a. District Websites

Per the legislative staff analyses, local governments are facing continued federal litigation in the absence of official rules on ADA compliance for government website and electronic document access. State and local government websites are subject to Title II of the Americans with Disabilities Act (ADA), which prohibits state and local governments from discriminating against a qualified disabled person because of a disability unless a modification of policy or procedure is unreasonable, alters the nature of the service, or causes the government an undue financial or administrative burden. The United States Department of Justice (DOJ) administers Title II. While not having provided any regulations on how state and local government websites can comply with the ADA, the DOJ has issued an ADA Best Practices Tool Kit for state and local governments, which provides suggestions and checklists. Under Title II of the ADA, state and local governments may be sued and many have recently faced increased litigation relating to state and local government website access.

CDDs are required to maintain an official website containing essential information about the district. Each CDD is required to maintain a separate website. A CDD shall post the following information, at a minimum, on the district's official website:

- The full legal name of the special district.
- The public purpose of the special district.
- The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- The fiscal year of the special district.
- The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference ch. 190, F.S., as the uniform charter but must include information relating to any grant of special powers.
- The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- A description of the boundaries or service area of, and the services provided by, the special district.
- A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- The primary contact information for the special district for purposes of communication from the department.
- A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- The budget of the special district and any amendments thereto in accordance with s. 189.016, F.S.
- The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- A listing of its regularly scheduled public meetings as required by s. 189.015(1), F.S.
- The public facilities report, if applicable.
- Link to the Department of Financial Services website as set forth in s. 218.32(1)(g), F.S.
- At least 7 days before each meeting or workshop, the agenda of such, plus any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain online for at least 1 year after the event.

Chapter 282, F.S., regulates the accessibility of electronic information among state agencies. Executive, legislative, and judicial branches of state government must ensure that state employees with disabilities have access to and are provided with electronic information and data comparable to the access and use by state employees who do not have disabilities unless an undue burden would be imposed on the agency. Similarly, individuals with disabilities who are members of the public must be provided with access to and use of electronic information and data comparable to that provided to nondisabled members of the public, unless an undue burden would be imposed on the agency. Each state agency must develop, procure, maintain, and use

accessible electronic information and information technology in conformance with federal law,<sup>61</sup> absent an undue burden. If an agency claims compliance will impose an undue burden, it must provide proof an alternative method allows the individual to use the information and data.<sup>62</sup> The statute does not extend its requirements to local governments

b. Florida Code of Ethics

The Code of Ethics contains several provisions that provide exemptions from what is otherwise prohibited conduct:

- Section 112.313(7), F.S., prohibits conflicting employment or contractual relationships, but provides that where a special tax district is created by general or special law and limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which an agency has jurisdiction, or when the agency has been organized pursuant to chapter 298 (water control districts), then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited by this subsection or be deemed a conflict per se.
- Section 112.313(12), F.S., contains exemptions from the prohibitions in subsections (3) (prohibition on doing business with one's agency) and subsection (7) by providing that:
  - The prohibitions may be waived for a person serving on an advisory board by the body which appointed the person to the advisory board; and
  - No person is in violation of those subsections if:
    - Within a city or county the business is transacted under a rotation system;
    - The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder who meet certain additional criteria;
    - The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier;
    - An emergency purchase or contract must be made in order to protect the health, safety, or welfare of the citizens of the state or political subdivision of the state;
    - The business entity is the sole source of supply;
    - The total amount of transactions do not exceed \$500 per calendar year; and
    - Several other conditions exist related to bank officers, university transactions and purchases by public officers or employees in a private capacity.
- Section 112.313(15), F.S., provides that elected public officers are not in violation of subsection (7) of the section, dealing with conflict of interest, for maintaining an employment relationship with a tax-exempt organization as long as certain condition.
- Section 112.313(16), F.S., provides certain exemptions from the prohibitions of subsections (3) and (7) of the section for local government attorneys.

- Section 112.3143, F.S., prohibits a state public officer from voting on any matter that the officer knows would inure to his or her special private gain or loss; however paragraph (3)(b) of the section provides that a commissioner of a community redevelopment agency or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting.

c. Effect of SB1466 Changes

Section 2 of the bill amends s. 189.069, F.S., to allow a CDD to satisfy the required posting of its most recent final, complete audit report and other statutorily required audit reports on its own website by providing a link to the most recent audit report maintained on the Auditor General's website. In addition, the bill amends provisions removing the requirement for online posting of a special district's public facilities report and any of a special district's meeting or workshop materials. The posting of a CDD meeting or workshop, and the agendas of such, is still required.

Finally, section 3 of the bill amends s. 190.007, F.S., to provide that board members or public employees of community development districts do not abuse their public position under Article II, section 8(h)(2) of the Florida Constitution if they commit acts or omissions authorized under s. 112.313(7), (12), (15), or (16), F.S., s. 112.3143(3)(b), F.S., or s. 190.007(1), F.S. and board members do not abuse their public position if they commit acts or omissions in connection with a vote if they follow the procedures required by s. 112.3143, F.S. Section 4 of the bill provides an effective date of July 1, 2020.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/1466/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/01466/?Tab=Analyses>

## **HB101**

Per the legislative staff analyses, this bill regards CDDs retainage of progress payments on construction contracts. Payments for construction services are usually made incrementally as progress is made, and retainage is a construction practice whereby a project owner withholds a certain percentage of a payment from the contractor who in turn withholds a certain percentage from the subcontractors until the project is completed. The retained funds are generally paid out when the project is completed.

The bill reduces the amount that a CDD may retain from a progress payment to a contractor for contracts worth more than \$200,000 from:

- Ten percent to five percent when less than 50 percent of the project is complete; and
- Five percent to two and a half percent when 50 percent or more of the project is complete.

The bill may result in contractors and subcontractors who provide services in the construction of public projects for CDDs receiving more money in progress payments, which could result in more competition for public works projects and lower costs for the CDD. The bill specifies that the above provisions do not apply to any contract for construction services entered into, pending approval, or advertised by a government entity, on or before October 1, 2019.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/101/BillText/er/PDF>

SEE Staff Analyses: [flsenate.gov/Session/Bill/2019/101/ByCategory/?Tab=Analyses](https://www.flsenate.gov/Session/Bill/2019/101/ByCategory/?Tab=Analyses)

### **HB279**

Under Florida Statutes, Community Development Districts seeking to construct or improve a public building or structure must competitively bid the project if the projected cost is in excess of \$300,000. For electrical work, CDDs must competitively bid projects estimated to cost more than \$75,000. However, an exemption from the requirement to competitively award these projects exists when the Board of Supervisors of the CDD determines that it is in the public's best interest to use the local government's own services, employees, and equipment.

Per the legislative staff analyses, this bill specifies the manner in which the estimated cost of a public building construction project must be determined when the Board of Supervisors is deciding whether it is in the CDD's best interest to perform the project using its own services, employees, and equipment. Specifically, the bill requires the estimated project cost to fully account for all costs associated with performing and completing the work, including employee compensation and benefits; the cost of equipment and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project including materials to be purchased by the CDD; and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs.

The bill also requires CDDs to consider the same costs when determining the estimated cost of any road and bridge construction and reconstruction projects performed utilizing proceeds from the constitutional gas tax. The bill further requires CDDs issuing bidding documents or other requests for proposals to include a listing of all other governmental entities that may have additional permits or fees generated by the project. Finally, CDDs utilizing their own services must create a report summarizing completed projects constructed by the CDD, which must be publicly reviewed each year by the CDD Board of Supervisors.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/279/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/279/?Tab=Analyses>

### **SB664**

This bill requires public employers and certain of their contractors and subcontractors to use E-Verify, beginning July 1, 2021. Particularly, per the legislative staff analyses, the bill's contractor/subcontractor requirements apply to those that have at least 10 employees in Florida and have contracts of at least \$35,000 in value. Additionally, the bill reiterates current law's prohibition on knowingly employing an unauthorized alien, and the bill authorizes a person to file a complaint with the department if he or she believes in good faith that an employer employs an unauthorized alien.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/664/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/664/?Tab=Analyses>

**HB441**

Per the legislative staff analyses, in 1973, the Florida Legislature enacted the Consultants' Competitive Negotiation Act (CCNA), which requires special districts, including CDDs, to procure the "professional services" of an architect, professional engineer, landscape architect, or registered surveyor and mapper using a qualifications-based selection process. Qualifications-based selection is a process whereby service providers are retained on the basis of competency, qualifications, and experience, rather than price.

This bill increases the maximum limit for continuing contracts covered by the CCNA from an estimated per project construction cost of \$2 million to \$4 million. The bill also increases the maximum limit for procuring a study using a continuing contract from \$200,000 per study to \$500,000.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/441/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/441/?Tab=Analyses>

**HB5003**

In Section 108, the bill creates a Local Government Efficiency Task Force within the Legislature to review the governance structure and function of special districts, including CDDs, and determine if changes are necessary to make such a government more efficient. The bill requires a report from the task force to be sent to the Governor, President of the Senate and Speaker of the House of Representatives by June 1, 2021.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/5003/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/5003/?Tab=Analyses>

**5C**

**5Ci**



## July/August 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.
- Power washing project continued.
- Sidewalk phase 2 completed. Phase 3 starts August 25
- Repaired damaged Boardwalk by vandalism
- Sidewalk grinding continued.
- Storm water project Five Oaks Dr pending. Next visit from Contractor on Tuesday the 18th

### Ponds

- See Pond report.

### Irrigation

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

### Pools Operations

- Pools checked, chemically balanced and cleaned daily.

### Boat Maintenance

- All propellers weekly checked and boats cleaned.
- Paint maintenance continued Dock fencing area.

- Replaced motor Tracker Bass boat. Shipment pending as of now.

**Buck Lake Activities**

- Boat Orientation held 18 attended

**Access Cards**

- Approximately 50 ID cards have been made this month.

End of Report.







**5Cii**



## HARMONY CDD

### Gerhard van der Snel

Date	Resident	Time	M	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments	
			W	S	Pass	Pont	Pont	SunTrk	Bass	Bass					
			Th												
7/13/2020	Ryan LaHayne	7:30 - 10:30 AM	X			8	X								
7/13/2020	Allen Rivera	1:00 - 4:00 PM	X			4				X					
7/13/2020	David Bronson	1:00 - 4:00 PM	X			3	X								
7/15/2020	Sara Juggernauth	7:30 - 10:30 AM				2		X							
7/15/2020	Michael Giberson	8:00 - 11:00 AM				2				X					
7/15/2020	William Gest	1:00 - 4:00 PM				4				X					
7/15/2020	Carol Regalado	1:00 - 4:00 PM				8	X								
7/15/2020	Tanner Pollard	1:00 - 4:00 PM				4		X							
7/16/2020	William Gest	8:30 - 10:00 AM				1				X					
7/16/2020	Magela Dilu	1:00 - 4:00 PM				4		X							
7/16/2020	Carol Regalado	1:00 - 4:00 PM				8	X								
7/16/2020	Robert Cardaci	1:00 - 4:00 PM				4				X					
7/17/2020	Cesar Caro	7:30 - 10:30 AM				8	X								
7/17/2020	Collin LaHue	7:30 - 10:30 AM				2				X					
7/17/2020	Collin LaHue	7:30 - 10:30 AM				2				X					
7/17/2020	Paul Demling	1:00 - 4:00 PM				2		X							
7/17/2020	David Bronson	1:00 - 4:00 PM				3	X								
7/17/2020	Sara Juggernauth	1:00 - 4:00 PM				3				X					
7/18/2020	Jeniffer Denault	7:30 - 10:30 AM				6	X								
7/18/2020	David Bronson	1:00 - 4:00 PM				3				X					
7/18/2020	Sandy Miranda	1:00 - 4:00 PM				5	X								
7/18/2020	Tanner Pollard	1:00 - 4:00 PM				4		X							
7/18/2020	Barry Unterbrink	2:30 - 4:00 PM				2						X			
7/19/2020	Kathleen Williams	7:30 - 10:30 AM		X		8	X								
7/19/2020	Donald Rice	7:30 - 10:30 AM		X		2		X							
7/19/2020	Lori Isaac	7:30 - 10:30 AM		X		6				X					
7/19/2020	Michael Giberson	8:00 - 11:00 AM		X		2				X					
7/19/2020	Harry Barry	1:00 - 4:00 PM		X		3				X					
7/19/2020	Cathy Goodwin	1:00 - 4:00 PM		X		5				X					
7/19/2020	Glenn Tarrence	1:00 - 4:00 PM		X		6	X								
			21	28	448	44	17	28	16	1	2	12			
			<b>Total</b>												
			<b>Passengers:</b>												
			448												
			<b>Total Trips: 120</b>												

Date	Resident	Time	M W Th	F S S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
7/19/2020	Barry Unterbrink	2:30 - 4:00 PM		X	2						X		
7/20/2020	Robert Martz	7:30 - 10:30 AM	X		2				X				
7/20/2020	Amanda Corcoran	9:00 - 1:00 PM	X		1							X	
7/20/2020	Amanda Corcoran	9:00 - 1:00 PM	X		1							X	
7/20/2020	Tanner Pollard	1:00 - 4:00 PM	X		4	X							
7/20/2020	Debra Edwards	1:00 - 3:00 PM	X		1							X	
7/20/2020	Debra Edwards	1:00 - 3:00 PM	X		1							X	
7/20/2020	William Gest	1:00 - 4:00 PM	X		4			X					
7/22/2020	David Bronson	7:30 - 10:30 AM			3	X							
7/22/2020	Michael Giberson	8:00 - 11:00 AM			2				X				
7/22/2020	Allen Rivera	1:00 - 4:00 PM			4	X							
7/23/2020	adam Kelley	7:30 - 10:30 AM			8	X							
7/23/2020	Debra Edwards	10:00 - 1:00 PM			1							X	
7/23/2020	Debra Edwards	10:00 - 1:00 PM			1							X	
7/23/2020	David Bronson	1:00 - 4:00 PM			3	X							
7/23/2020	steve parrill	1:00 - 4:00 PM			2		X						
7/24/2020	Collin LaHue	7:30 - 10:30 AM			2				X				
7/24/2020	Tanner Pollard	7:30 - 10:30 AM			4	X							
7/24/2020	Catherine Coudray	1:00 - 4:00 PM			2	X							
7/25/2020	David Walker	7:30 - 10:30 AM			2		X						
7/25/2020	jason herman	8:00 - 11:00 AM			2				X				
7/25/2020	Chris Todd	9:00 - 11:00 AM			4	X							
7/25/2020	Magela Dilu	1:00 - 4:00 PM			8	X							
7/25/2020	Sandy Miranda	1:00 - 4:00 PM			3			X					
7/26/2020	Oscar Hernandez	7:30 - 10:30 AM		X	3	X							
7/26/2020	Donald Rice	7:30 - 10:30 AM		X	2		X						
7/26/2020	Michael Giberson	8:00 - 11:00 AM		X	2				X				
7/26/2020	John Webster	1:00 - 4:00 PM		X	2	X							
7/26/2020	william turner	1:00 - 4:00 PM		X	4			X					
7/29/2020	Michael Giberson	8:00 - 11:00 AM			2				X				
7/29/2020	William Gest	1:00 - 4:00 PM			4			X					
7/29/2020	David Bronson	1:00 - 4:00 PM			3	X							
7/30/2020	adam Kelley	7:30 - 10:30 AM			8	X							
			21	28	448	44	17	28	16	1	2	12	
			<b>Total</b>										
			<b>Passengers:</b>										
			448										
			<b>Total Trips: 120</b>										

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
7/30/2020	Paul Demling	1:00 - 4:00 PM			1			X					
7/30/2020	KEVIN SHEA	1:00 - 4:00 PM			4	X							
7/31/2020	Ray Walls	7:30 - 10:30 AM			4	X							
7/31/2020	Magela Dilu	1:00 - 4:00 PM			6			X					
7/31/2020	Joshua DuPre	1:00 - 4:00 PM			8	X							
8/1/2020	GEORGE KRUG	7:30 - 10:30 AM			4		X						
8/1/2020	Mark Williams	7:30 - 10:30 AM			6			X					
8/1/2020	Diane Garton	10:00 - 12:00 PM			8	X							
8/1/2020	Amanda Corcoran	1:00 - 4:00 PM			4		X						
8/1/2020	Lori Isaac	1:00 - 4:00 PM			5	X							
8/1/2020	Merel Ledbetter	1:00 - 4:00 PM			4			X					
8/2/2020	Donald Rice	7:30 - 10:30 AM		X	2		X						
8/2/2020	Rogelio Cordero	7:30 - 10:00 AM		X	1							X	
8/2/2020	Rogelio Cordero	7:30 - 10:00 AM		X	1							X	
8/2/2020	Rogelio Cordero	7:30 - 10:00 AM		X	1							X	
8/2/2020	Michael Giberson	8:00 - 11:00 AM		X	2				X				
8/2/2020	Jerome Schletter	1:00 - 4:00 PM		X	8	X							
8/2/2020	Amanda Corcoran	1:00 - 4:00 PM		X	4		X						
8/2/2020	Jerome Schletter	2:00 - 4:00 PM		X	8	X							
8/3/2020	Mark Williams	7:30 - 10:30 AM	X		6	X							
8/3/2020	Jerome Schletter	8:30 - 11:30 AM	X		5			X					
8/3/2020	Noreene Schletter	1:00 - 4:00 PM	X		6	X							
8/3/2020	laura portorreal	1:00 - 4:00 PM	X		4			X					
8/5/2020	Michael Giberson	8:00 - 11:00 AM			2				X				
8/5/2020	Jerome Schletter	8:30 - 11:30 AM			5			X					
8/5/2020	Noreene Schletter	1:00 - 4:00 PM			8	X							
8/5/2020	steve parrill	1:00 - 4:00 PM			2			X					
8/6/2020	Jerome Schletter	12:00 - 2:00 PM			8	X							
8/6/2020	steve parrill	1:00 - 4:00 PM			2			X					
8/6/2020	David Bronson	1:00 - 4:00 PM			3	X							
8/7/2020	Kimberly Langlais	7:30 - 10:30 AM			4		X						
8/7/2020	adam Kelley	7:30 - 10:30 AM			8	X							
8/7/2020	Collin LaHue	7:30 - 10:30 AM			2			X					
			21	28	448	44	17	28	16	1	2	12	
			<b>Total</b>										
			<b>Passengers:</b>										
			448										
			<b>Total Trips: 120</b>										



Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
8/7/2020	William Gest	8:30 - 10:00 AM			1				X				
8/7/2020	Jerome Schletter	1:00 - 4:00 PM			6	X							
8/7/2020	Nichole Hotkowski	1:00 - 4:00 PM			6			X					
8/8/2020	Merei Ledbetter	7:30 - 10:30 AM			4			X					
8/8/2020	Jeniffer Denault	7:30 - 10:30 AM			6	X							
8/8/2020	David Walker	7:30 - 10:30 AM			3		X						
8/8/2020	David Bronson	1:00 - 4:00 PM			3	X							
8/9/2020	Ray Walls	7:30 - 10:30 AM		X	2					X			
8/9/2020	Andrew SLOAN	7:30 - 10:30 AM		X	3			X					
8/9/2020	Andrew Crawford	7:30 - 10:30 AM		X	2	X							
8/9/2020	Donald Rice	7:30 - 10:30 AM		X	2		X						
8/9/2020	Michael Giberson	8:00 - 11:00 AM		X	2				X				
8/9/2020	Lori Isaac	1:00 - 4:00 PM		X	4			X					
8/9/2020	David Bronson	1:00 - 4:00 PM		X	3	X							
8/10/2020	Wanda Butler	7:30 - 10:30 AM	X		3		X						
8/10/2020	Thomas Gerdemann	7:30 - 10:30 AM	X		2			X					
8/10/2020	William Gest	1:00 - 4:00 PM	X		4			X					
8/10/2020	Sarah Stevens	1:00 - 4:00 PM	X		8	X							
8/10/2020	Michelle Peterson	1:30 - 3:30 PM	X		1							X	
8/10/2020	Michelle Peterson	1:30 - 3:30 PM	X		1							X	
8/10/2020	Michelle Peterson	1:30 - 3:30 PM	X		1							X	
8/12/2020	adam Kelley	7:30 - 10:30 AM			8	X							
8/12/2020	Michael Giberson	8:00 - 11:00 AM			2				X				
8/12/2020	Allen Rivera	1:00 - 4:00 PM			4	X							
			21	28	448	44	17	28	16	1	2	12	
			<b>Total</b>										
			<b>Passengers:</b>										
			448										
			<b>Total Trips: 120</b>										

**5Ciii**

Facebook report July/August 2020

***On an average of 10 times per month new and existing residents contact me for information regarding obtaining Pool ID access cards and boat reservations. This is filtered out of this report.***

On July 21<sup>st</sup> a resident asked for dog potty bags at the Dahoon Holly. CDD Responded.

On July 23<sup>rd</sup> a resident requested a branch to be cut at Five Oaks Dr. Servello responded.

On July 29<sup>th</sup> a resident responded to a found cone. CDD picked up the cone.

On July 28<sup>th</sup> a resident requested a tree to be removed at 3388 Cordgrass Place.

End of report.

# 5Civ

## Harmony District Ponds Report

Pond #	Pond Name	Pond Acres	SEVERITY:					AUGUST POND REPORT	Treatment Plan	
			Duckweed	Algae	Cattail	Pennywort	Grasses			Spatterdock
Map Quickview, click here. Internet access not required			L1=minimal L2=moderate L3=significant L4=extreme Blank = indicates non issue					AUGUST POND REPORT	<ul style="list-style-type: none"> <li>* Se Clear G-Algae</li> <li>* Komeen Crystals-Hydrilla</li> <li>* SonarOne-Hydrilla</li> <li>* Diquat-Latorial plants</li> </ul>	
Map links below Require Internet								Current Treatment		
1	H-1	1.4					L1	No treatment needed		
2	H-1	1.0					L1	No treatment needed		
3	H-1	2.3					L1	No treatment needed		
4	H-2	3.7	L1				L1	No treatment needed		
5	Cherry Hill	2.8	L1					Littoral Weeds	Round Up	
6	S. Long Pond	3.1					L1	No treatment needed		
7	N. Long Pond	3.1					L1	No treatment needed		
8	Dog Park Tr.	3.5	L1					Littoral Weeds	Round Up	
9	Dog Park Tr.	1.0					L1	No treatment needed		
10	Dog Park	3.0					L1	No treatment needed		
11	Estates N.	1.8	L1					Littoral Weeds	Round Up	
12	Estates S.	1.7	L1					Littoral Weeds	Round Up	
13	Golf Course	1.5	L1							
14	Golf Course	1.5	L1							
15	Golf Course	4.0	L1							
16	Golf Course	3.4	L1							
17	Golf Course	1.4	L1							
18	Golf Course	2.0	L2							
19	Golf Course	5.3	L1							
20	Golf Course	3.5								
21	Golf Course	2.3	L1							
22	Golf Course	3.2	L2							
23	Golf Course	2.0	L1							
24	Golf Course	2.0	L1							
25	Golf Course	0.5	L2							
26	Golf Course	0.7								
27	Golf Course	0.7	L2							
28	Golf Course	1.3	L1							
29	Golf Course	1.2	L1							
30	Golf Course	2.3	L1							
31	Golf Course	1.1	L2							
32	Golf Course	2.0	L1							
33	W. Lake	1.3	L1							
34	W. Lake	0.0						Future pond, not active		
35	W. Lake	0.0						Future pond, not active		
36	N. Lake	0.0						Future pond, not active		
37	E. Lake	3.0					L1	No treatment needed		
38	E. Lake	0.5					L1	Littoral Weeds	Round Up	
39	S. Lake	3.3					L1	Littoral Weeds	Round Up	
40	S. Lake	1.4					L1	No treatment needed		
41	S. Lake	2.3	L1					Littoral Weeds	Round Up	
42	S. Lake	5.2	L1					Littoral Weeds	Round Up	
43	Waterside	3.0	L2					Littoral Weeds	Round Up	
44	DOT	6.0					L1	No treatment needed		
45	DOT	3.6					L1	No treatment needed		
46	DOT	2.0					L2	No treatment needed		
47	Maintenance	0.4					L1	No treatment needed		
48	Feathergrass	0.0					L1	No treatment needed		
<b>TOTAL ACRES</b>		2.1	Total size (in acres) of all ponds combined							
<b>AVG. TREATED ACRES</b>		0.4	Average treated pond area is roughly 20%							
<b>Additonal Notes:</b>		This month I have been spraying for weeds along and for excess growth in the ponds to stop them from spreading out too much. The treatments are showing already and seem to be dying faster in the extreme heat. The ponds are doing well overall and looking very healthy.								



# Harmony District Ponds Map

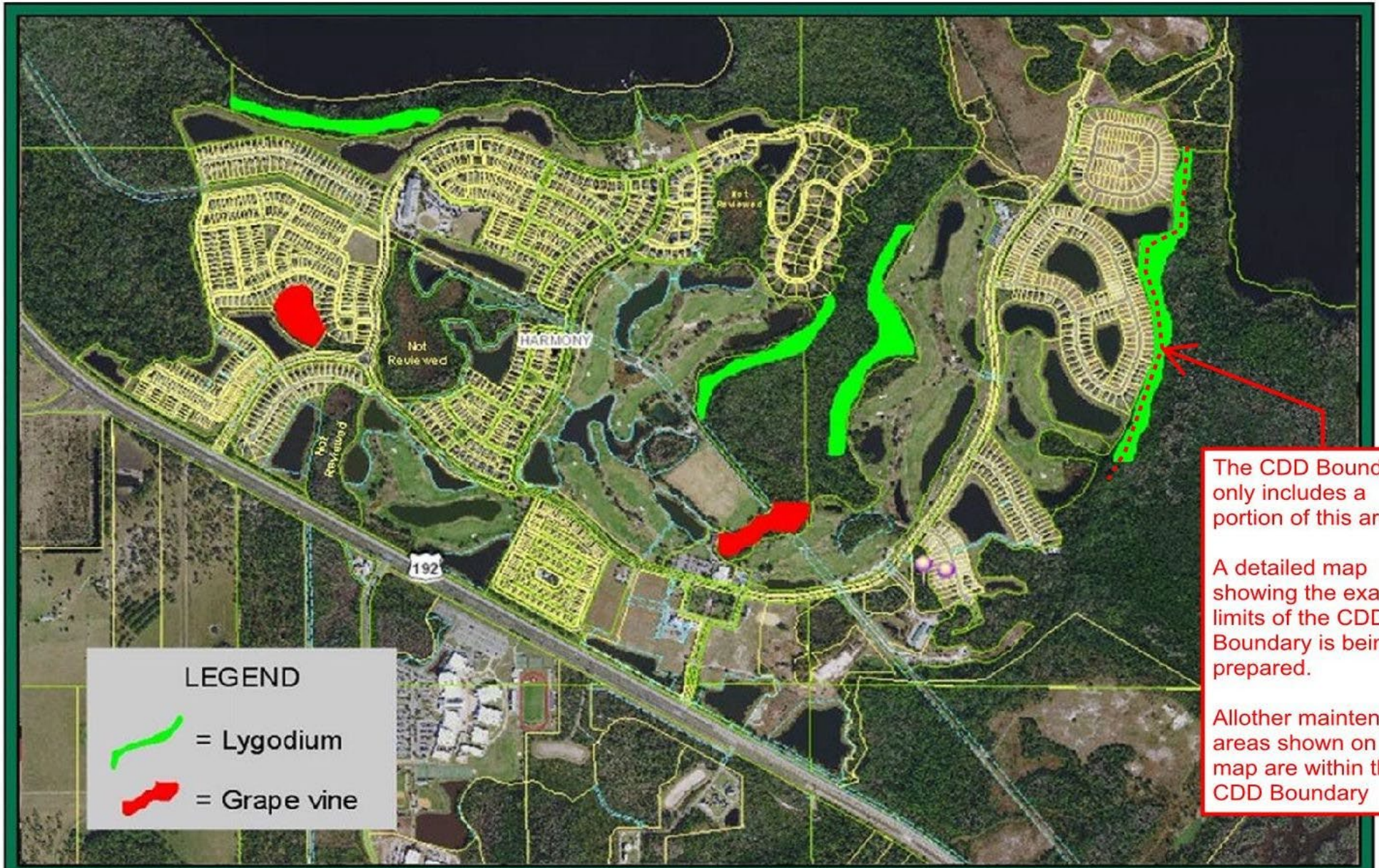


**5Cv**

## Harmony Community Development District Field Services Monthly Wetland Report

#	Maintenance Area Name	Acres	Invasive Species	Reporting Date: JULY-AUGUST	Treatment Status
<b>Map Tab Shows Local QuickMap</b> <b>Click Links Below For Internet Maps</b>			Vegetation Identification Infestation Severity <b>High, Medium, Low</b>	<b>Prescribed Treatment</b>	<b>Pending Activities Percent Complete</b>
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.	Retreating some of the main areas for new growth.
3	Golf Course - West	2.3 ?	Lygodium High	Spraying along a lot of the main sections to gain access further into the woods.	Large amounts of fern and grape vine.
4	Golf Course - East	3.7 ?	Lygodium High	Started to treat	
5	Golf Course - South	2.8 ?	Grapevine Medium	treating with roundup	Spraying mostly fern once treated and further into the interior areas.
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	----		
<b>TOTAL ACRES</b>		<b>1.2</b>	Total size (in acres) of all foliage maintenance areas		
<b>AVG. TREATED ACRES</b>			Average infested foliage treated area is roughly <b>20%</b>		
<p><b>Additonal Notes:</b> This month I have sprayed part of the green south section of once previous treated areas for new growth and cut some vines that were coming back. Also we have been working mainly on the golf course south and west as there is a lot of spraying just to push our way back into the woods where there is more fern especially. There is a lot of the grapevines on the outside covering most of the pine trees along the front of the conservation areas.</p>					







The CDD Boundary only includes a portion of this area.

A detailed map showing the exact limits of the CDD Boundary is being prepared.

All other maintenance areas shown on this map are within the CDD Boundary

**LEGEND**

-  = Lygodium
-  = Grape vine



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

**FIGURE**  
**1**

**VEGETATION TREATMENT MAP**

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

## **Sixth Order of Business**

**6A**



## MEMORANDUM

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Helena Randel, Accountant II**  
**CC: Kristen Suit, District Manager**  
**DATE: August 13, 2020**  
**SUBJECT: July 2020 Financials**

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Please find the attached July 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

- Total Revenue through July is approximately 104% 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 July are at 79% of the annual budget.
  - ▶ Administrative
    - ProfServ-Engineering - Boyd Civil Engineering services.
    - ProfServ-Legal Services - Young Qualls, PA general counsel, litigation and land dedication services.
    - ProfServ-Trustee Fees - US Bank series 2014 and 2015 services
    - 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.
    - Legal Advertising - The district has placed advertisements with Sun Publications for meeting notifications, qualifying notices, location changes and emergency meetings.
    - 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, parts and supplies, monthly control lease for Ashley Park, splash pad repairs and pool umbrellas.
    - R&M-Sidewalks - Stump grinding, sidewalk repair and parts purchased for maintenance. In August, The district received a \$4,860 check from the insurance provider for reimbursement of sidewalk repairs (TIP's program).
    - 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.
    - Misc.-Security Enhancements - Internet service, proxy cards, Ashley Park gate reader, security DVR, LED monitors, wireless camera systems and ancillary costs.
    - 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 \$6,960, truck rental and container lease \$4,640, 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. These loans have been repaid.

**HARMONY**

Community Development District

*Financial Report*

*July 31, 2020*

**Prepared by**



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**HARMONY**

Community Development District

**Financial Statements**

(Unaudited)

**July 31, 2020**

**HARMONY**

Community Development District

**Governmental Funds**

**Balance Sheet**  
July 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 394,168	\$ -	\$ -	\$ 394,168
Investments:				
Certificates of Deposit - 12 Months	106,442	-	-	106,442
Money Market Account	1,118,471	-	-	1,118,471
Prepayment Account	-	23,077	287,346	310,423
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	597,896	298,283	896,179
<b>TOTAL ASSETS</b>	<b>\$ 1,619,081</b>	<b>\$ 1,228,286</b>	<b>\$ 925,629</b>	<b>\$ 3,772,996</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 8,114	\$ -	\$ -	\$ 8,114
Accrued Expenses	12,493	-	-	12,493
<b>TOTAL LIABILITIES</b>	<b>20,607</b>	<b>-</b>	<b>-</b>	<b>20,607</b>
<b><u>FUND BALANCES</u></b>				
<b>Restricted for:</b>				
Debt Service	-	1,228,286	925,629	2,153,915
<b>Assigned to:</b>				
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
<b>Unassigned:</b>	<b>879,368</b>	<b>-</b>	<b>-</b>	<b>879,368</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,598,474</b>	<b>\$ 1,228,286</b>	<b>\$ 925,629</b>	<b>\$ 3,752,389</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,619,081</b>	<b>\$ 1,228,286</b>	<b>\$ 925,629</b>	<b>\$ 3,772,996</b>



**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending July 31, 2020

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>REVENUES</b>				
Interest - Investments	\$ 6,000	\$ 5,000	\$ 7,664	\$ 2,664
Hurricane Irma FEMA Refund	-	-	1,158	1,158
Interest - Tax Collector	-	-	783	783
Special Assmnts- Tax Collector	1,876,212	1,876,212	1,853,780	(22,432)
Special Assessments-Tax Collector-VC1	(22,435)	(22,435)	-	22,435
Special Assmnts- Discounts	(75,048)	(75,048)	(20,841)	54,207
Other Miscellaneous Revenues	-	-	694	694
Access Cards	1,200	1,000	1,580	580
Insurance Reimbursements	-	-	3,096	3,096
Facility Revenue	300	250	766	516
User Facility Revenue	12,600	10,500	17,620	7,120
<b>TOTAL REVENUES</b>	<b>1,798,829</b>	<b>1,795,479</b>	<b>1,866,300</b>	<b>70,821</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	11,200	9,330	9,200	130
FICA Taxes	857	710	704	6
ProfServ-Arbitrage Rebate	1,200	1,200	-	1,200
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	7,500	6,250	9,619	(3,369)
ProfServ-Legal Services	75,000	62,500	67,617	(5,117)
ProfServ-Mgmt Consulting Serv	64,985	54,155	54,154	1
ProfServ-Property Appraiser	779	779	392	387
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,024	10,024	10,560	(536)
Auditing Services	4,355	4,355	4,355	-
Postage and Freight	750	630	627	3
Rental - Meeting Room	4,200	3,500	3,600	(100)
Insurance - General Liability	27,867	27,867	22,888	4,979
Printing and Binding	2,000	1,670	234	1,436
Legal Advertising	900	750	847	(97)
Misc-Property Taxes	26,600	26,600	-	26,600
Misc-Records Storage	150	130	-	130
Misc-Assessmnt Collection Cost	37,524	37,524	36,659	865
Misc-Contingency	2,600	2,170	1,933	237
Office Supplies	150	130	-	130
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>289,138</b>	<b>260,771</b>	<b>233,886</b>	<b>26,885</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending July 31, 2020

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b><u>Field</u></b>				
ProfServ-Field Management	290,000	241,670	233,371	8,299
<b>Total Field</b>	<b>290,000</b>	<b>241,670</b>	<b>233,371</b>	<b>8,299</b>
<b><u>Landscape Services</u></b>				
Contracts-Mulch	61,000	50,830	49,520	1,310
Contracts - Landscape	278,000	231,670	218,209	13,461
Cntrs-Shrub/Grnd Cover Annual Svc	157,000	130,830	128,613	2,217
R&M-Irrigation	15,000	12,500	8,177	4,323
R&M-Trees and Trimming	25,000	20,830	29,810	(8,980)
Miscellaneous Services	27,475	22,900	21,876	1,024
<b>Total Landscape Services</b>	<b>563,475</b>	<b>469,560</b>	<b>456,205</b>	<b>13,355</b>
<b><u>Utilities</u></b>				
Electricity - General	32,000	26,670	29,322	(2,652)
Electricity - Streetlighting	88,000	73,330	83,405	(10,075)
Utility - Water & Sewer	150,000	125,000	124,041	959
<b>Total Utilities</b>	<b>270,000</b>	<b>225,000</b>	<b>236,768</b>	<b>(11,768)</b>
<b><u>Operation &amp; Maintenance</u></b>				
Communication - Telephone	4,500	3,750	4,762	(1,012)
Utility - Refuse Removal	3,000	2,500	2,303	197
R&M-Ponds	10,000	8,330	2,532	5,798
R&M-Pools	25,000	20,830	28,608	(7,778)
R&M-Roads & Alleyways	5,000	4,170	1,987	2,183
R&M-Sidewalks	15,000	12,500	16,810	(4,310)
R&M-Vehicles	20,000	16,670	9,248	7,422
R&M-User Supported Facility	12,600	10,500	10,070	430
R&M-Equipment Boats	7,500	6,250	3,054	3,196
R&M-Parks & Facilities	70,000	58,330	13,932	44,398
Miscellaneous Services	2,400	2,000	1,250	750
Misc-Contingency	9,000	7,500	3,351	4,149
Misc-Security Enhancements	7,500	6,250	6,958	(708)
Op Supplies - Fuel, Oil	5,000	4,170	2,766	1,404
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	-	-	20,825	(20,825)
Reserve - Sidewalks & Alleyways	60,000	60,000	-	60,000
<b>Total Operation &amp; Maintenance</b>	<b>281,500</b>	<b>248,750</b>	<b>176,980</b>	<b>71,770</b>
<b>TOTAL EXPENDITURES</b>	<b>1,694,113</b>	<b>1,445,751</b>	<b>1,337,210</b>	<b>108,541</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending July 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues Over (under) expenditures	104,716	349,728	529,090	179,362
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	-	-	(83,196)	(83,196)
Contribution to (Use of) Fund Balance	104,716	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>104,716</b>	<b>-</b>	<b>(83,196)</b>	<b>(83,196)</b>
Net change in fund balance	\$ 104,716	\$ 349,728	\$ 445,894	\$ 96,166
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>1,152,580</b>	<b>1,152,580</b>	<b>1,152,580</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,257,296</b>	<b>\$ 1,502,308</b>	<b>\$ 1,598,474</b>	

**HARMONY**

Community Development District

*Series 2014 Debt Service Fund*

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending July 31, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 1,000	\$ 830	\$ 7,995	\$ 7,165
Special Assmnts- Tax Collector	1,255,895	1,255,895	1,248,229	(7,666)
Special Assmnts- Prepayment	-	-	44,405	44,405
Special Assmnts- Discounts	(50,235)	(50,235)	(14,033)	36,202
<b>TOTAL REVENUES</b>	<b>1,206,660</b>	<b>1,206,490</b>	<b>1,286,596</b>	<b>80,106</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	25,118	25,118	24,684	434
<b>Total Administration</b>	<b>25,118</b>	<b>25,118</b>	<b>24,684</b>	<b>434</b>
<b><u>Debt Service</u></b>				
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
<b>Total Debt Service</b>	<b>1,186,213</b>	<b>1,186,213</b>	<b>1,274,413</b>	<b>(88,200)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,211,331</b>	<b>1,211,331</b>	<b>1,299,097</b>	<b>(87,766)</b>
Excess (deficiency) of revenues Over (under) expenditures	(4,671)	(4,841)	(12,501)	(7,660)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(4,671)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(4,671)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (4,671)	\$ (4,841)	\$ (12,501)	\$ (7,660)
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>1,240,787</b>	<b>1,240,787</b>	<b>1,240,787</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,236,116</b>	<b>\$ 1,235,946</b>	<b>\$ 1,228,286</b>	

**HARMONY**

Community Development District

*Series 2015 Debt Service Fund*

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending July 31, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 300	\$ 250	\$ 6,911	\$ 6,661
Special Assmnts- Tax Collector	1,029,367	1,029,367	937,503	(91,864)
Special Assmnts- Prepayment	-	-	643,312	643,312
Special Assmnts- Discounts	(41,175)	(41,175)	(10,540)	30,635
<b>TOTAL REVENUES</b>	<b>988,492</b>	<b>988,442</b>	<b>1,577,186</b>	<b>588,744</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	20,587	20,587	18,539	2,048
<b>Total Administration</b>	<b>20,587</b>	<b>20,587</b>	<b>18,539</b>	<b>2,048</b>
<b><u>Debt Service</u></b>				
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
<b>Total Debt Service</b>	<b>986,606</b>	<b>986,606</b>	<b>2,242,613</b>	<b>(1,256,007)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,007,193</b>	<b>1,007,193</b>	<b>2,261,152</b>	<b>(1,253,959)</b>
Excess (deficiency) of revenues Over (under) expenditures	(18,701)	(18,751)	(683,966)	(665,215)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	-	83,196	83,196
Contribution to (Use of) Fund Balance	(18,701)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(18,701)</b>	<b>-</b>	<b>83,196</b>	<b>83,196</b>
Net change in fund balance	\$ (18,701)	\$ (18,751)	\$ (600,770)	\$ (582,019)
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>1,526,399</b>	<b>1,526,399</b>	<b>1,526,399</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,507,698</b>	<b>\$ 1,507,648</b>	<b>\$ 925,629</b>	

**HARMONY**

Community Development District

**Supporting Schedules**

**July 31, 2020**

**HARMONY**  
Community Development District

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

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
<b>ASSESSMENTS LEVIED FY 2020</b>				\$ 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
06/08/20	499,277	(14,839)	10,189	494,628	226,991	152,842	114,795
06/13/20	1,070,517	(31,816)	21,847	1,060,548	486,698	327,715	246,136
<b>TOTAL</b>	\$ 3,914,216	\$ 45,414	\$ 79,882	\$ 4,039,513	\$ 1,853,780	\$ 1,248,229	\$ 937,503

Collected in % 100%

<b>TOTAL OUTSTANDING</b>	\$ -	\$ -	\$ -	\$ -
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1.) Prepayments were received during the budget process resulting in a variance between assessments budgeted and assessments placed on the tax roll.

**HARMONY**  
Community Development District

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**Cash and Investment Report**  
*July 31, 2020*

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$387,392
Debit Account	CenterState Bank	Debit Account	n/a	0.25%	\$6,776
				<b>Subtotal</b>	<u>\$394,168</u>
Certificate of Deposit	BankUnited	12 month CD	2/19/2021	1.60%	\$106,442
Money Market Account	BankUnited	Money Market Account	n/a	0.25%	\$1,118,471
				<b>Subtotal</b>	<u>\$1,224,913</u>

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$23,077
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%	\$597,896
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$287,346
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%	\$298,283
				<b>Subtotal</b>	<u>\$2,153,915</u>
				<b>Total</b>	<u><u>\$3,772,996</u></u>



**6B**

# Harmony

Community Development District

General Fund

**Invoice Approval Report # 244**

**August 12, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
AMERITAS LIFE INSURANCE CORP.	071520-0000	R	\$ 87.52
		Vendor Total	\$ 87.52
ARROW PAVEMENT SERVICES INC.	0805201	R	\$ 9,600.00
		Vendor Total	\$ 9,600.00
BOYD CIVIL ENGINEERING	2722	A	\$ 1,637.50
		Vendor Total	\$ 1,637.50
BRIGHT HOUSE NETWORKS - ACH	028483501073020 ACH	R	\$ 99.98
	028483401070720 ACH	R	\$ 123.98
		Vendor Total	\$ 223.96
COMPLETE I.T.	5440	R	\$ 50.00
		Vendor Total	\$ 50.00
FEDEX	7-052-23274	R	\$ 17.63
		Vendor Total	\$ 17.63
FLORIDA RESOURCE MGT LLC-ACH	82091 ACH	R	\$ 9,438.74
	82256 ACH	R	\$ 10,141.97
		Vendor Total	\$ 19,580.71
HARMONY CDD	080320	R	\$ 55,000.00
	080320 2	R	\$ 30,000.00
		Vendor Total	\$ 85,000.00
HUMANA MEDICAL PLAN	512980444	R	\$ 1,801.72
		Vendor Total	\$ 1,801.72
INFRAMARK, LLC	54234	A	\$ 5,439.72
		Vendor Total	\$ 5,439.72
JERRY DWAIN ALMOND dba ASMOSIS	8012	R	\$ 2,450.00
		Vendor Total	\$ 2,450.00
LLS TAX SOLUTIONS INC	002043	R	\$ 600.00
		Vendor Total	\$ 600.00

# Harmony

Community Development District

General Fund

**Invoice Approval Report # 244**

**August 12, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
NORTH SOUTH SUPPLY, INC.	3342507	R	\$ 277.48
	3346250	R	\$ 209.03
			Vendor Total
ORLANDO UTILITIES COMMISSION-ACH	070920-9921 ACH	R	\$ 10,479.39
			Vendor Total
PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS	RI1023412 ACH	R	\$ 490.00
	RI1023413 ACH	R	\$ 90.00
			Vendor Total
POOLSURE	101295607504	R	\$ 412.50
	101295608002	R	\$ 543.80
	101295608093	R	\$ 112.50
	101295608617	R	\$ 307.50
		Vendor Total	\$ 1,376.30
SERVELLO & SONS INC	17024	R	\$ 39,080.95
	17083	R	\$ 653.42
	167093986	R	\$ 1,616.00
		Vendor Total	\$ 41,350.37
SPIES POOL LLC	354486	R	\$ 295.00
	354769	R	\$ 525.00
		Vendor Total	\$ 820.00
SPRINT SOLUTIONS, INC. - ACH	244553043-084 ACH	R	\$ 452.98
		Vendor Total	\$ 452.98
SUN PUBLICATIONS dba OSCEOLA NEWS GAZETTE	231707	R	\$ 316.66
	233229	R	\$ 60.30
	234245	R	\$ 126.66
		Vendor Total	\$ 503.62
TEM SYSTEMS, INC.	INV8591	R	\$ 1,207.90
		Vendor Total	\$ 1,207.90
TOHO WATER AUTHORITY	070620 ACH	R	\$ 17,923.59
		Vendor Total	\$ 17,923.59

# Harmony

Community Development District

General Fund

**Invoice Approval Report # 244**

**August 12, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
US BANK	5785768	R	\$ 4,970.63
		Vendor Total	<u>\$ 4,970.63</u>
WASTE CONNECTIONS OF FL.	1286184	R	\$ 225.00
		Vendor Total	<u>\$ 225.00</u>
YOUNG QUALLS, P.A.	16048	A	\$ 5,465.00
		Vendor Total	<u>\$ 5,465.00</u>
Total			<u>\$ 212,330.05</u>
<b>Total Invoices</b>			<b>\$ 212,330.05</b>

**HARMONY**

Community Development District

**Check Register**

**July 1 - July 31, 2020**

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 07/01/20 to 07/31/20

(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
<b>CENTERSTATE BANK GF - (ACCT# XXXXX2933)</b>									
Check	55465	07/01/20	Vendor	HARMONY CDD	062220	TXFR FROM CK TO BU MM	Cash with Fiscal Agent	103000	\$600,000.00
Check	55466	07/02/20	Vendor	BOYD CIVIL ENGINEERING	02647	ENG SRVC FOR 3/29/20-5/3/20	ProfServ-Engineering	001-531013-51501	\$2,360.00
Check	55466	07/02/20	Vendor	BOYD CIVIL ENGINEERING	02659	ENG SRVC FOR 05/01/20-05/31/20	ProfServ-Engineering	001-531013-51501	\$2,225.63
Check	55467	07/02/20	Vendor	HUMANA MEDICAL PLAN	512980618	JULY 20 HEALTH INSURANCE	ProfServ-Field Management	001-531016-53901	\$1,801.72
Check	55468	07/02/20	Vendor	INFRAMARK, LLC	52280	JUNE MGMT SRVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,415.42
Check	55468	07/02/20	Vendor	INFRAMARK, LLC	52280	JUNE MGMT SRVCS	Postage and Freight	001-541006-51301	\$13.50
Check	55468	07/02/20	Vendor	INFRAMARK, LLC	52280	JUNE MGMT SRVCS	Printing and Binding	001-547001-51301	\$4.65
Check	55469	07/02/20	Vendor	POOLSURE	101295606359	JULY ASHLEY PARK CNTLR LEASE	R&M-Pools	001-546074-53910	\$60.00
Check	55469	07/02/20	Vendor	POOLSURE	101295606806	6/22 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$540.00
Check	55469	07/02/20	Vendor	POOLSURE	101295606807	6/22 ASHLEY PARK BLEACH & ACID	R&M-Pools	001-546074-53910	\$420.00
Check	55470	07/02/20	Vendor	SERVELLO & SONS INC	16779	JUNE 2020 LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,299.50
Check	55470	07/02/20	Vendor	SERVELLO & SONS INC	16779	JUNE 2020 LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$4,942.63
Check	55470	07/02/20	Vendor	SERVELLO & SONS INC	16779	JUNE 2020 LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$12,838.82
Check	55470	07/02/20	Vendor	SERVELLO & SONS INC	16835	JUNE 2020 EAST LAKE BERM	Miscellaneous Services	001-549001-53902	\$653.42
Check	55471	07/02/20	Vendor	SPIES POOL LLC	353353	RPLCD POOL PUMP-INSTALL GF CI BRKR	R&M-Pools	001-546074-53910	\$1,184.00
Check	55472	07/02/20	Vendor	SUN PUBLICATIONS DBA	226460	JUNE ADS	AFFIDAVIT FEE	001-548002-51301	\$3.00
Check	55472	07/02/20	Vendor	SUN PUBLICATIONS DBA	226460	JUNE ADS	6/25 MEETING NOTICE	001-548002-51301	\$88.97
Check	55473	07/02/20	Vendor	WASTE CONNECTIONS OF FL.	1281434	07/01/20-07/31/20 WASTE REMOVAL	Utility - Refuse Removal	001-543020-53910	\$225.00
Check	55474	07/02/20	Vendor	YOUNG QUALLS, P.A.	16007	GEN COUNSEL THRU 05/31/20	ProfServ-Legal Services	001-531023-51401	\$7,620.00
Check	55475	07/08/20	Vendor	ARROW PAVEMENT SERVICES INC.	14050	RPP DAMAGED CONCRETE	INSURANCE CLAIM	001-546084-53910	\$120.00
Check	55475	07/08/20	Vendor	ARROW PAVEMENT SERVICES INC.	14049	RPR 800 SF DAMAGED SIDEWALK	INSURANCE CLAIM	001-546084-53910	\$9,600.00
Check	55476	07/23/20	Vendor	FEDEX	7-052-23274	SRVCS THRU 06/30/20	Postage and Freight	001-541006-51301	\$17.63
Check	55477	07/23/20	Vendor	SUN PUBLICATIONS DBA	231707	07/01-07/31/20 MTG NOTICES	Legal Advertising	001-548002-51301	\$316.66
Check	55478	07/23/20	Vendor	US BANK	5785768	6/1/20-5/31/21 SERIES 2014	ProfServ-Trustee Fees	001-531045-51301	\$4,970.63
Check	55479	07/31/20	Vendor	AMERITAS LIFE INSURANCE CORP.	061520-0000	7/1-7/31/2020 LIFE INSURANCE	ProfServ-Field Management	001-531016-53901	\$87.52
Check	55479	07/31/20	Vendor	AMERITAS LIFE INSURANCE CORP.	071520-0000	08/01-08/31/20 LIFE INSUR	ProfServ-Field Management	001-531016-53901	\$87.52
Check	55480	07/31/20	Vendor	BOYD CIVIL ENGINEERING	02702	ENG SRVC FOR 06/01-06/28/20	ProfServ-Engineering	001-531013-51501	\$900.00
Check	55481	07/31/20	Vendor	INFRAMARK, LLC	53168	JULY MNGT SRVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,415.42
Check	55481	07/31/20	Vendor	INFRAMARK, LLC	53168	JULY MNGT SRVCS	Postage and Freight	001-541006-51301	\$22.20
Check	55481	07/31/20	Vendor	INFRAMARK, LLC	53168	JULY MNGT SRVCS	Printing and Binding	001-547001-51301	\$13.70
Check	55482	07/31/20	Vendor	JERRY DWAIN ALMOND	8012	2 SATELLITES	R&M-Irrigation	001-546041-53902	\$2,450.00
Check	55483	07/31/20	Vendor	NORTH SOUTH SUPPLY, INC.	3342507	IRRIG SUPPLIES	R&M-Irrigation	001-546041-53902	\$277.48
Check	55484	07/31/20	Vendor	POOLSURE	101295607504	7/13 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$412.50
Check	55484	07/31/20	Vendor	POOLSURE	101295608002	7/20 ASHLEY PARK BLEACH & CHEMICALS	R&M-Pools	001-546074-53910	\$543.80
Check	55484	07/31/20	Vendor	POOLSURE	101295608093	7/22 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$112.50
Check	55485	07/31/20	Vendor	SERVELLO & SONS INC	17024	JULY 2020 LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$4,942.63
Check	55485	07/31/20	Vendor	SERVELLO & SONS INC	17024	JULY 2020 LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$12,838.82
Check	55485	07/31/20	Vendor	SERVELLO & SONS INC	17024	JULY 2020 LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,299.50
Check	55485	07/31/20	Vendor	SERVELLO & SONS INC	17083	JULY 2020 EAST LAKE BERM	Miscellaneous Services	001-549001-53902	\$653.42
Check	55486	07/31/20	Vendor	SPIES POOL LLC	354486	RPR POOL SURFACE BLISTER	R&M-Pools	001-546074-53910	\$295.00
Check	55487	07/31/20	Vendor	SUN PUBLICATIONS DBA	233229	NOTICE OF EMERGENCY MEETING 7/16/2020	Legal Advertising	001-548002-51301	\$60.30
Check	55488	07/31/20	Vendor	TEM SYSTEMS, INC.	INV8591	SECURITY-CARD READER ASHLEY PARK GATE	Misc-Security Enhancements	001-549911-53910	\$1,207.90
Check	55489	07/31/20	Vendor	YOUNG QUALLS, P.A.	16028	GEN COUNSEL THRU 06/30/20	ProfServ-Legal Services	001-531023-51401	\$10,746.25

### HARMONY COMMUNITY DEVELOPMENT DISTRICT

#### Payment Register by Bank Account

For the Period from 07/01/20 to 07/31/20

(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	DD580	07/13/20	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1018365 ACH	07/02/20-08/01/20 TRUCK/TRAILER RENTAL	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
ACH	DD581	07/13/20	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1018366 ACH	07/02/20-08/01/20 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
ACH	DD582	07/02/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	81744 ACH	PAYROLL PE 06/28/20	ProfServ-Field Management	001-531016-53901	\$9,587.85
ACH	DD583	07/16/20	Vendor	TOHO WATER AUTHORITY - ACH	061620 ACH	05/29-06/16/20 WATER UTILITIES	Utility - Water & Sewer	001-543021-53903	\$8,843.75
ACH	DD584	07/21/20	Employee	STEVEN P. BERUBE	PAYROLL	July 21, 2020 Payroll Posting			\$184.70
ACH	DD585	07/21/20	Employee	DAVID L. FARNSWORTH	PAYROLL	July 21, 2020 Payroll Posting			\$184.70
ACH	DD586	07/21/20	Employee	WILLIAM BOKUNIC	PAYROLL	July 21, 2020 Payroll Posting			\$184.70
ACH	DD587	07/21/20	Employee	MICHAEL J. SCARBOROUGH	PAYROLL	July 21, 2020 Payroll Posting			\$184.70
ACH	DD588	07/15/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501063020 ACH	06/28-07/27/20 0050284835-01 Internet	Misc-Security Enhancements	001-549911-53910	\$99.98
ACH	DD589	07/15/20	Vendor	SPRINT SOLUTIONS, INC. - ACH	244553043-083 ACH	05/26-06/25/20 244553043	replace water damaged phone	001-541003-53910	\$449.99
ACH	DD589	07/15/20	Vendor	SPRINT SOLUTIONS, INC. - ACH	244553043-083 ACH	05/26-06/25/20 244553043	Communication - Telephone	001-541003-53910	\$427.30
ACH	DD590	07/16/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	81915 ACH	PAYROLL PE 07/12/20	ProfServ-Field Management	001-531016-53901	\$9,301.57
ACH	DD595	07/29/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401070720 ACH	07/06-08/05/20 0050284834-01	Misc-Security Enhancements	001-549911-53910	\$123.98
ACH	DD596	07/29/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	82091 ACH	PAYROLL PE 07/26/20	ProfServ-Field Management	001-531016-53901	\$9,438.74
ACH	DD597	07/29/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	070920-9921 ACH	06/19/20-07/09/20 ELECTRIC UTILITIES	Electricity - General	001-543006-53903	\$2,155.49
ACH	DD597	07/29/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	070920-9921 ACH	06/19/20-07/09/20 ELECTRIC UTILITIES	Electricity - Streetlighting	001-543013-53903	\$8,323.90
<b>Account Total</b>									<b>\$789,158.99</b>

<b>Total Amount Paid</b>	<b>\$789,158.99</b>
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**HARMONY**  
**Community Development District**

**Debit Card Invoices**

**July 1 - July 31, 2020**



**Monthly Debit Card Purchases  
Jul-20**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
7/14/2020	Pool Geek	Refund	(27.00)
7/14/2020	Radwell International	Refund	(105.84)
7/2/2020	Guang Zhou Nan Shi	Pool Vacuum	99.98
7/10/2020	Lonnalenske	Sprinkler Node Single Station Controller	82.54
7/13/2020	Home Depot	Road Rescue Asphalt Repair	844.64
7/2/2020	Jacks Small Engines	Return Rocker Arm Set	(56.29)
7/2/2020	Apple.com	iCloud 200 GB Storage Plan (Apple)	2.99
7/6/2020	Amazon	Refund Pontoon Bench Seat Cushion	(18.80)
7/6/2020	Amazon	Refund Replacement Cartridge	(13.30)
7/6/2020	Amazon	Refund Trash Can Liners	(5.40)
7/6/2020	Amazon	Refund Trash Can Liners	(5.40)
7/6/2020	Amazon	Refund Chainsaw Chain	(5.08)
7/6/2020	Amazon	Refund Rubbermaid Commercial Microburst	(4.50)
7/6/250	Amazon	Refund Face Plate Grate Replacement	(4.24)
7/6/2020	Amazon	Refund Trash Can Liners	(2.70)
7/6/2020	Amazon	Refund Drain Port Hose	(1.62)
7/6/2020	Amazon	Video Security DVR	187.06
7/6/2020	Amazon	Water Quality Tester	17.80
7/7/2020	Amazon	Refund Deck Drain Grate	(3.60)
7/7/2020	Amazon	Disinfectant Spray	13.93
7/8/2020	Amazon	Health Gard Screen with Block	19.75
7/8/2020	Amazon	Prime Membership Fee	119.00
7/8/2020	Publix	Postage Stamps	55.00
7/9/2020	Sunoco	Fuel	54.74
7/10/2020	Amazon	Motion Sensor Light	38.88
7/10/2020	Amazon	Carabiner Clips	16.99
7/13/2020	Amazon	Air Filter	11.99
7/13/2020	Amazon	Carabiner Clips	17.99
7/13/2020	Amazon	Hardware	29.95
7/13/2020	Amazon	Valve Kit Quick Connect, Pressure Hoses	33.99
7/13/2020	Amazon	Docking Rope	37.99
7/13/2020	Amazon	Valve Kit Quick Connect	28.97
7/13/2020	Amazon	Oil	14.88
7/13/2020	Amazon	Steel Chain Basketball Net	62.08
7/13/2020	Amazon	ATV Tires	105.98
7/14/2020	Amazon	Scrub Brush	24.99
7/14/2020	Amazon	Shammy Clothes	29.99
7/15/2020	Sunoco	Fuel	61.27
7/15/2020	Sunoco	Fuel	18.23
7/15/2020	Indeed	July 2020 Indeed.com Advertising	25.74
7/16/2020	Amazon	Enzyme Pacs	11.96
7/17/2020	Amazon	Recoil Starter	41.96
7/17/2020	Amazon	Ball Bearing	14.90
7/20/2020	Amazon	Chrome Lavatory Faucet	57.57
7/20/2020	Amazon	Shoe Pouch Packing Organizers	10.99
7/20/2020	Sunoco	Fuel	53.46
7/20/2020	Amazon	Metal Bearings	30.99
7/20/2020	Amazon	Performance Tool Key Assortment	16.01
7/21/2020	Jami Tires	Small Tire Installation	12.90
7/23/2020	7-Eleven	Fuel	18.00
7/24/2020	Sunoco	Fuel	40.98
7/28/2020	Amazon	Boot, Mossy Oak	64.31
7/28/2020	Amazon	Pool Chair Lift Cover	124.95
7/29/2020	Amazon	3M Adhesive Squares (Double-Sided)	7.05
7/29/2020	Amazon	Propane Torch	63.94
7/29/2020	Amazon	Lotion Skin Cleanser Refill	72.48
7/29/2020	Amazon	Flame King Propane Cylinder	99.98
7/29/2020	D's Ace Hardware	Recip Sweld 5TPI	29.98
7/29/2020	Amazon	Wireless Car Charger	31.99
7/30/2020	Amazon	Toilet Tissue	229.20
7/30/2020	Amazon	Ryobi Lithium Battery	139.70
7/30/2020	7-Eleven	Fuel - Sidewalks	55.00
7/31/2020	Amazon	Ryobi Reciprocating Saw	64.79
7/31/2020	Amazon	No-Spill Gas Can	33.99
7/31/2020	Amazon	Router	228.48
7/31/2020	Amazon	Surveying Tool	48.99
7/31/2020	Evers Wood Products	Crushed Fines	290.00
7/31/2020	Amazon	Shovel	49.99
		<b>TOTAL</b>	<b>3,748.11</b>

## **Seventh Order of Business**

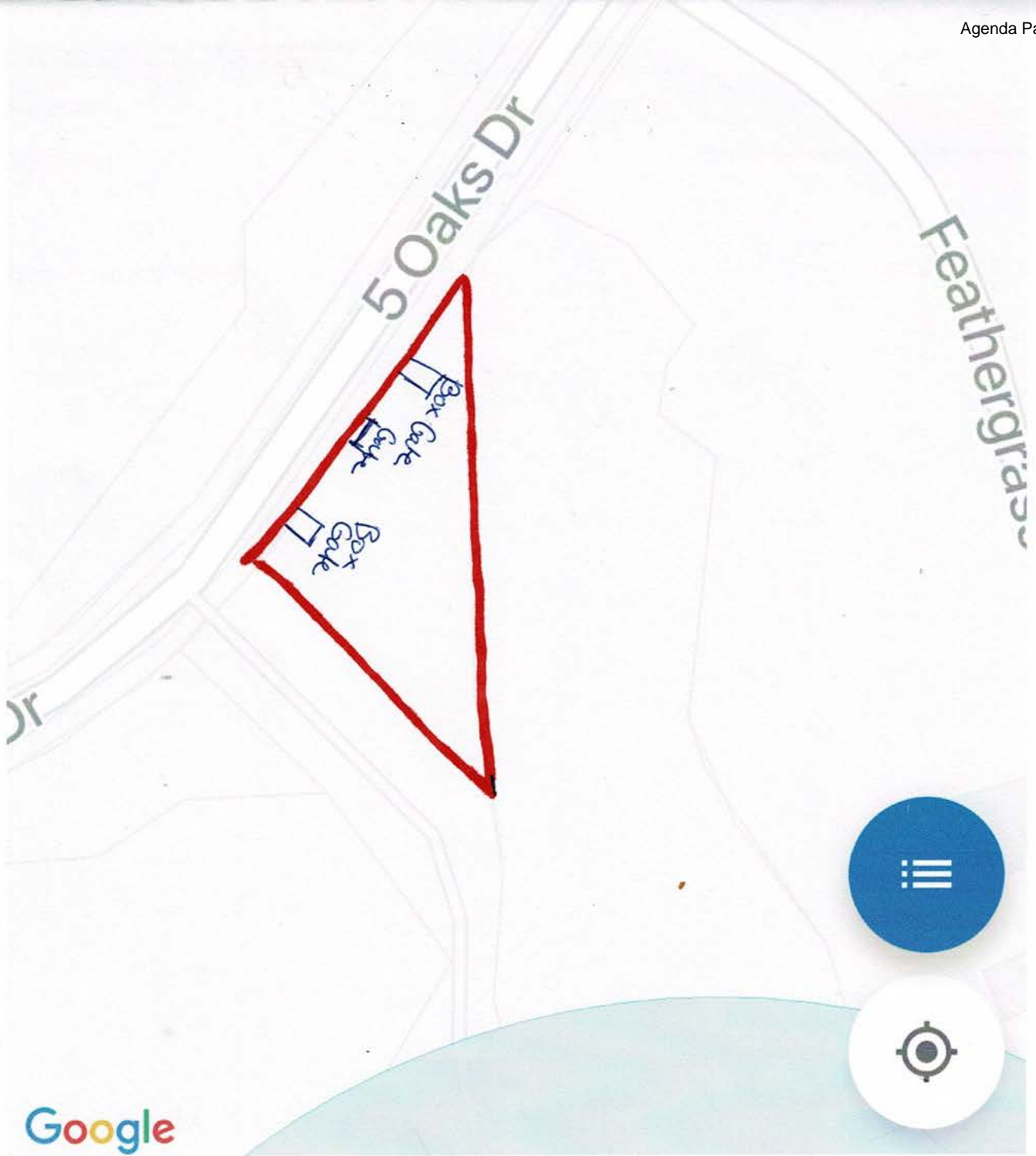
**7A**

## **Background Info for East Dog Park Construction**

- This proposal is to provide fencing on CDD Parcel 30-26-32-3117-000P-00D0.
- Parcel is located at SE Corner of E Five Oaks & Golf Maintenance Rd.
- Total acreage is 0.609 acres generally triangular in shape.
- Anticipated fence construction to cover approx. 0.5 acre.
- CDD owns fence which had been designated for Comm Parking Expansion—now on hold due to PUD changes; this fence will NOT be usable as intended due to changes to PUD.
- CDD Paid contractor \$8800 in August 2019 for this fence.
- Fence is 6’ tall; contractor will trench approximately 1’ down and place fence in the trench which results in a 5’ tall fence. Burial prevents dig-outs and should prevent damage to fence top from dogs//people trying to climb over it.
- There will be 2 trap-box double-gates with mechanical latches and auto-closure via springs for person/canine entrance. A wide double-gate for service will be provided.
- Parcel is already irrigated.
- Quote is \$23,450 less the \$8,800 already paid for a NET Cost of \$14,650 to be paid out of “Reserves-Renewal/replacement” which currently holds about \$70,000.
- Field Services will provide a “sand-pit” in the southernmost corner for dogs to play in. No potable water is contemplated as history shows that water creates mud and causes the need to hard-surface ever-larger areas to avoid the “mess complaints.”
- As dog parks are allowed in the PUD already, no change is needed. Also, this provides a park for residents on the East side of town. A “hidden benefit” is that we use an otherwise wasted fence for a very good purpose.

## **Enhancements to East Dog Park**

- Should this park be approved, certain enhancements might turn this into a very nice facility for resident enjoyment.
- As we’ve had several requests for “dog agility” equipment, we might provide that in this park. As the ground is naturally uneven, such equipment will fit nicely. Much of it is relatively inexpensive, and \$5,000 will provide plenty given the available space.
- Of course, benches, trash cans, doggi-potty and shade are a prerequisite. The shade is the big unknown here but about \$7,500 should make a nice facility.
- Directly across Gulf Maintenance Rd., the CDD owns parcel 30-26-32-3117-000P-00E0 which is triangular in shape and irrigated.
- As we’ve learned, play areas-and especially swings-are a resident favorite. This parcel is perfect for a “swing park” consisting of 4-6 swing units including a “Combination Unit” which is a single swing with an adult seat facing a baby seat at adult eye level. Baby goes in baby seat and mom swings them both. Becoming a very popular item.
- Of course, this requires compliant mulch and ADA-access point so the contemplated design on about .4 acre should cost under \$10k. PUD change not required. This swing area accommodates kids while parents are dog-playing OR vice-versa.
- Total cost of everything detailed above is \$37,150. *SBerube 8/19/20*



Kind regards,

<https://mail.google.com/mail/u/0?ik=51e145b470&view=pt&search=all&permthid=thread...> 8/12/2020

# STRAIGHTLINE FENCE

Orlando, FL  
 321-624-8576  
 www.BestPriceFence.com

# Invoice

BILL TO: <i>Harmony CDD</i>		DATE: <i>08/17/2020</i>
ADDRESS:		START DATE:
CITY, STATE, ZIP: <i>Harmony FL</i>		DAY WORK CONTRACT EXTRA ADD-ON
PHONE:		
JOB NAME:		
LOCATION: <i>Saint Cloud</i>	PHONE:	
CUSTOMER ORDER NO.	CONTACT PERSON & PH #:	

### DESCRIPTION OF WORK

<p><i>Install 800 FT 6 FT Black Commercial Chainlink fence</i></p> <p><i>800 FT 12 inch Deep trench</i></p> <p><i>2- 5x5 Dog park Boxes</i></p> <p><i>1- 12 FT Double Drive gate 12 FT wide</i></p> <p><i>\$8,000<sup>00</sup> Deposit to go toward this fence</i></p>		
ADD ON DESCRIPTION:	ORIGINAL PROPOSAL AMOUNT:	
	ADD ON AMOUNT:	
DATE COMPLETED:	WORK ORDERED BY:	TOTAL AMOUNT: <i>\$23,450<sup>00</sup></i>

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF WORK DESCRIBED ABOVE.

SIGNATURE: \_\_\_\_\_

**7B**



# VC-1 Parcel Usage

Yesteryear – Land Used By 16-Trailer K-5 School



Currently – Land Is Unoccupied & Laying Fallow



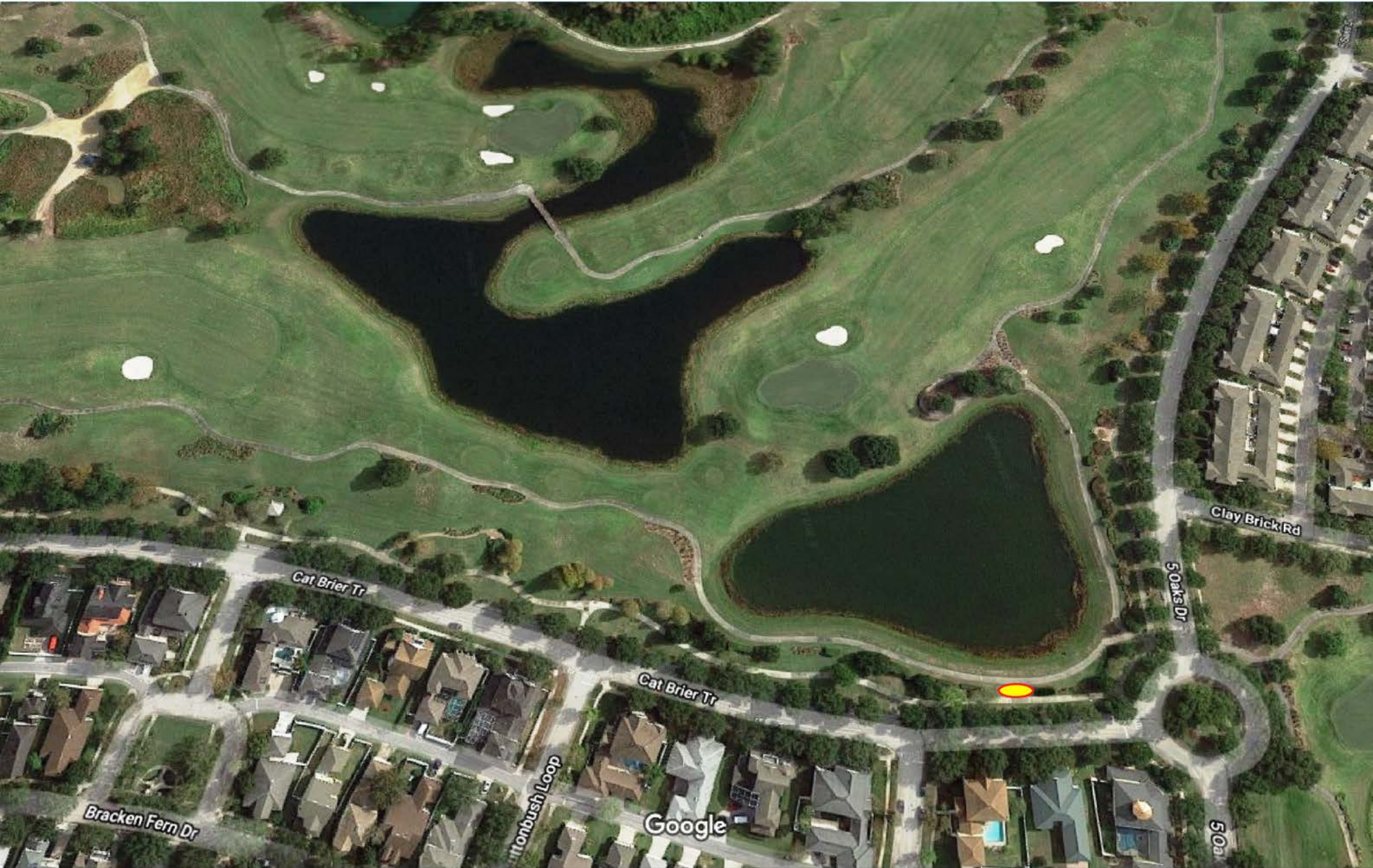
We are actually losing money by just letting it sit idle. Please develop options & be willing to present them. We need to stop piddling & make something happen. Thanks for your consideration, and your participation.



## **EIGHTH ORDER OF BUSINESS**

**8A**

# Proposed New Bench Area Map





# Proposed New Bench Site Map





# Proposed New Bench Site Photo

