

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**MAY 27, 2021  
REGULAR MEETING AGENDA PACKAGE**

**Grace Community Church  
5501 East Irlo Bronson Highway  
Saint Cloud, Florida 34771**

*Osceola County Emergency Ordinance 2020-74*, which extends OscCo Ordinance 2020-60, remains in effect requiring all people working, living, visiting or doing business in Osceola County to wear face coverings while in public places. Social distancing measures will be enforced, and masks are required to attend Harmony CDD meetings until otherwise advised.

Remote participation options will continue to be provided for telephonic public attendance at Call in: **646-838-1601** Access Code: **707908000#**.



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

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



Bob Koncar, District Manager  
 David Hamstra, PE District Engineer  
 Timothy Qualls, Esq District Counsel  
 Gerhard van der Snel, Field Manager

May 20, 2021

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 on Thursday, May 27, 2021 at 6:00 pm at the Grace Community Church, 5501 East Irlo Bronson Memorial Highway, Saint Cloud, Florida 34771; and via conference call at:

**Call-In Number: (646) 838-1601**

**Access Pass Code: 707908000#**

Following is the advance agenda for the meeting:

1. Roll Call
2. Audience Comments (Maximum of 3 Minutes per Speaker)
3. Consent Agenda
  - A. April 29, 2021 – Regular Meeting Minutes ..... [Page 6]
  - B. District Financial Statements for April 30, 2021 ..... [Page 57]
  - C. Approval of: #253 Invoices, Check Register, & Card Purchases ..... [Page 71]  
 [Invoices and Card Receipts Available Upon Request]
4. Old Business
  - A. Transition of Field Services to InfraMark
  - B. Update on Broadcasting of CDD Meetings
  - C. Dog Park – Need for County Approval ..... [Page 82]
5. New Business
  - A. Discussion of VC-1 – Jamie Abel
  - B. Billy’s Trail Improvements
  - C. Reserve Study Status
6. Subcontractors’ Reports
  - A. Servello Landscape Solutions
    - i. Grounds Maintenance Status
    - ii. Survey of Tree Health ..... [Page 89]
    - iii. Fire Ant Treatment
    - iv. Evaluation of Severely Pruned Oak at 3366 Cat Brier Trail
7. Staff Reports
  - A. District Engineer
    - i. Monthly Report Submittal
    - ii. Garden & RV Park Access Road
    - iii. Discussion of Conservation Area Monitoring ..... [Page 94]
  - B. District Counsel
    - i. Report Topical Summary ..... [Page 103]
      1. InfraMark Management Agreement
      2. Pegasus District Engineering Agreement ..... [Page 106]
      3. Enclave Plat Easements, Agreement, & Resolution ..... [Page 120]
      4. Ratification of Servello Landscape Agreements ..... [Page 140]

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



Bob Koncar, District Manager  
 David Hamstra, PE District Engineer  
 Timothy Qualls, Esq District Counsel  
 Gerhard van der Snel, Field Manager

- 5. Servello Tree Trimming Addendum
- 6. Dock-Ters Footbridge Repair Agreement
- 7. CEPRA Landscape Agreement
- 8. Arrow Pavement Sidewalk Agreement
- 9. Consideration of CDD Parcels on Tax Roll ..... [Page 143]

**C. Field Manager**

- i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*) ..... [Page 149]
- ii. Facility Use Records (*Inclusive - Boats & Other*) ..... [Page 152]
- iii. Resident Submittals (*Facebook & Direct*) ..... [Page 156]
- iv. Pond Maintenance (*Chart & Map*) ..... [Page 158]
- v. Wetlands Report (*Chart & Map*) ..... [Page 161]
- vi. Proposals – Fencing
  - 1. Chapco Fence LLC –Dogpark – \$15,480.00 ..... [Page 165]
  - 2. Straightline Fencing –Dogpark – \$17,400.00 ..... [Page 167]
  - 3. Tighten Up Fencing –Dogpark – \$18,998.00 ..... [Page 169]
- vii. Proposals – Milkweed Crosswalk
  - 1. Arrow Paving –Sidewalk – \$ 5,304.00 ..... [Page 174]
  - 2. KoPac –Sidewalk – \$ 4,170.00 ..... [Page 176]
- viii. Proposals – Hydrilla
  - 1. Aquagenix –Treatment – \$22,657.90 ..... [Page 179]
  - 2. Crosscreek Environmental – Treatment – \$ 2,675.00 ..... [Page 181]
  - 3. Sitex Aquatics –Treatment – \$ 1,140.00 ..... [Page 183]
- ix. Proposals – Entranceway
  - 1. Rubber Surfacing Specialist – Pavement – \$20,430.00 ..... [Page 186]
- x. Proposals – Irrigation System
  - 1. East Entrance Repairs & Meter Costs ..... [Page 189]
  - 2. Insight Irrigation –Underground – \$ 1,500.00 ..... [Page 192]
  - 3. Subsurface Solutions –Underground – \$ 950.00 ..... [Page 194]
  - 4. We-Bore-It –Underground – \$ 3,900.00 ..... [Page 198]
  - 5. TOHO – Meter Request – Harmony Square Drive ..... [Page 201]
  - 6. TOHO – Meter Request – Sebastian & Claybrick ..... [Page 205]

**8. District Manager’s Report**

**A. Tentative FY 2022 Budget**

- i. Consideration of Resolution 2021-05 ..... [Page 212]
  - Approving the Budget and Setting the Public Hearing Date

**B. Report on Number of Registered Voters – 2,079** ..... [Page 214]

**C. Facilities Usage Applications**

- i. George White – Pool Party – Swim Club Pool ..... [Page 217]

**9. Supervisor Requests**

**10. Adjournment**

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

Sincerely,  
*Bob Koncar*

Bob Koncar  
 District Manager

## **Third Order of Business**

**3A.**



Harmony CDD  
April 29, 2021

- B. Financial Statements for March 31, 2021**
- C. Approval of: #252 Invoices, Check Register, and Receipts**
- D. Acceptance of Audit for Fiscal Year 2020**

Supv Kramer outlined the consent agenda and inquired if there was a request to withdraw anything from the consent agenda?

Hearing none,

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the consent agenda was approved.

**FIFTH ORDER OF BUSINESS**

**Old Business**

- A. Inframark Field Services Proposal**

Supv Kramer stated the first item is the Inframark Field Services proposal.

Ms. Suit stated we narrowed it down at the last meeting and the options would be the five employees versus the four employees. Mr. Tarase looked into wetland area.

Mr. Chris Tarase stated we looked into the spraying and our Safety Director was good with the spraying throughout the community and the areas if we needed to. To be honest it is something we can do if we are doing it from land. We could spray the herbicide especially with a licensed operator. We will recognize it is not something we would prefer to do, but in a case like this we would be comfortable based on the safety data sheets we did. Being able to do spraying and whatnot for the maintenance of the areas when weeds pop up and things of that nature and not the total removal or extermination of it throughout the community, it is something we would be willing to do. If it is really a robust program, we would prefer you give it to the experts who watch it every day and keep track of changes in the laws, regulations, OSHA standards and things of that nature.

Supv Berube stated to clarify, we have been maintaining the pond banks for noxious and invasive weeds routinely for some time and you are okay with us continuing that routine spraying of the pond banks. That is a change from last month where you did not want any pond maintenance being done. Is that correct?

Mr. Tarase responded that is correct. I did get some clarification with our Safety Director on the reasoning. We are not getting out on a boat, it is something we spray from the shore, and there is not a lot of difference between whether we spray in certain

Harmony CDD  
April 29, 2021

areas within the community or we spray the pond banks to keep up with the vegetation. So, yes, to answer your question

Supv Kramer stated one other issue dealing with spraying because I want everything to be totally clear, the invasive plant management is quite an undertaking. It is all terrestrial in nature, we do not have boats or anything we have to get out in but it is a major project that the Board chose 18 months ago or so to undertake and it does take quite a bit of staff time. They have done a very good job with it but I want to make sure that everybody is aware that the project will continue on unless someone says otherwise.

Mr. Tarase stated this is the invasive plan you have with SFWMD.

Supv Kramer stated yes.

Ms. Suit stated the revised plan is in the agenda as well.

Supv Kramer stated we have done about a third of the conservation areas that our under our ownership with about two-thirds of the areas to complete.

Mr. Tarase stated based on what I have seen so far and what I understand the requirements to be in keeping up with it as it comes up, we would be willing to lay the application and maintain what you are currently doing.

Supv Berube stated I have two other questions. Something I do not see in the proposal is salaries and wages for the current crew. Is it safe to assume that your proposal will have the wages mirroring what they are getting now with the exception of probably the stipend because you offer mandatory health care? The stipend would go away but the wages would roughly reflect what they are receiving now. Is that a fair assumption?

Mr. Tarase responded it is a fair assumption. We took into account their current pay rates and such. We want to make sure it is not a burden on the current staff for this transition, but we will not offer a stipend because we have to offer benefits to our full-time employees and it is not an option for us. If an employee chooses to take it or not, that is up to them, but we do not offer stipends to people for not taking benefits.

Supv Berube stated the second question is we are going to have a fixed yearly contract now and as you know employees come and go, what is a reasonable timeframe for a position to remain open before we would get some sort of wage credit against the open position?



Harmony CDD  
April 29, 2021

Mr. Tarase responded typically if a position comes available, we are able to fill it in a week or two. Anything typically after two weeks is where we can go back and offer a vacancy credit; we can write that into the verbiage as well.

Supv Kassel stated I am glad the pond spraying can be covered because the proposals from outside contractors were not appealing.

Supv Berube MOVED to approve the Inframark Field Services – Option #1.

Supv Kassel asked can you state what Option #1 is for the record and for the people listening?

Supv Berube responded Option #1 is Field Management services which is the plan recommended by Inframark and includes the scope of work in this proposal using onsite staff. This option already assumes the outsourcing of irrigation work and is based on a staff of five personnel. The annual cost is \$338,872.00.

Supv Kassel seconded the motion.

On VOICE vote, with all in favor, the Inframark Field Management Services Option #1 in the amount of \$338,872.00 was approved.

Mr. Qualls asked do we reach out to Mr. Tarase or does he reach out to us? How do we start working on this contract?

Ms. Suit responded we will provide you with a copy of the proposal with the terms and we will incorporate it into the current management agreement, most likely updating the current management agreement because it is rather old, and bring it before the Board at the May meeting. If you would provide us your form of contract once you draft it, I will provide it internally, and if there are any red-line changes you can work together and bring a final back to the Board for the next meeting.

Mr. Tarase stated depending on how quickly the Board would like this started, I would like to have a contract in place before and we can start the vetting process for the employees, background checks, drug screenings and all of that, but if they are approving

Harmony CDD  
April 29, 2021

Mr. Qualls and I to work through the details of the contract, if we can comes to terms on that in the next week or so, and then maybe you can ratify the contract at the next meeting. I am wondering if the Board is approving Mr. Qualls to work through the contract language and should we both be good it is ratified at the next meeting.

Mr. Qualls stated my request would be that the Board have a liaison to work with us on that.

Supv Kramer stated we can do that.

Supv Kassel stated I will be the liaison.

Ms. Suit stated Supervisor Kassel has agreed to be the liaison. Is everybody okay with that?

The consensus was yes.

Supv Kramer asked is there anything else we need on this item?

Supv Kassel stated there was a note in Mr. Qualls email about giving Florida Resource Management notice and cancel the health insurance.

Supv Kramer stated if you would take care of those items – you as the liaison and the health insurance. Also, we will have to cancel the phones, there will be a couple of other minutiae you will have to take care of.

Ms. Suit stated we have their phones, FRM and canceling the insurance. I want to make sure they are not left stranded in between that. I guess once the contract is signed then that stuff will happen.

Supv Kassel stated it will happen once we have a take over date. We may have an overlap of a couple of days. I think we have to give FRM 30-days' notice.

Ms. Suit asked is a start date of June 1 reasonable?

Mr. Tarase responded it is.

Supv Kramer stated we will have to work on extracting ourselves from the phone contract.

Ms. Suit asked who is the carrier for the phones?

Supv Kramer responded Verizon.

Supv Berube stated if we have a contract with a termination clause, may be Inframark can carry those phones until the contract closes.

Supv Kassel asked is that viable?

Harmony CDD  
April 29, 2021

Mr. Tarase responded yes. I can consider it if somebody wants to send me over what the current terms are, rates and things like that. Otherwise, we can look to see about transferring the numbers, but transferring over to our service. It may be more beneficial cost wise.

Supv Kramer stated I do not think it is something we have to resolve here but it should be on the to do list.

Mr. Tarase stated I plan on being out there and would like to come onsite and meet with Mr. van der Snel and the guys on Tuesday, if that is okay with the Board.

The consensus is yes.

### **B. Near-Verbatim Minutes versus Verbatim Minutes**

Supv Kramer stated we have two proposals before us.

Supv Leet stated there is actually a third in my section.

Supv Kramer stated I was going to see if we could possibly merge the two items. Inframark has offered to go back to verbatim minutes at an additional cost of \$275.00 per meeting up to 3¼ hours. There is a private transcriptionist, Richard Lee Reporting, which would be considerably more expensive because there is also a per page charge, and it could be \$300.00 per meeting to over \$400.00.

Ms. Suit stated the catch on that is the per page. I looked at a sample and a one-hour meeting were 45 pages.

Supv Berube stated for the cost and a smooth integration of keeping our agenda packages looking good, I think we should go with the Inframark proposal.

Supv Berube MOVED to approve the Inframark proposal for near-verbatim minutes at a cost of \$275 per meeting plus the excess fees should they go over three hours and Supv Kassel seconded the motion.
--

Supv Leet asked do we want to discuss the third option we have?

Supv Berube responded I think we need to keep it separate because if the Zoom thing changes and we have the minutes tied to that.

Supv Leet stated the quote was just for transcription. I agree it should be separate as part of me researching that I looked for different services that would provide the transcripts as Inframark would be doing after the fact. I think it should be considered

Harmony CDD  
April 29, 2021

because it is the same product – we send them the recording and then we get the transcripts.

Supv Kassel stated at \$2,500 per year.

Supv Leet stated the pricing is a little different. It is 50 cents per hour higher for what they call difficult audio which is more than five speakers. In that case we get every person’s name that is speaking and accents, mask or whatever the 50 cents per hour covers it. That comes to \$1.05 hour billed by the minute. If you send them a 61 minute, it is going to be \$107.00 versus the \$275.00.

Ms. Suit stated a three-hour meeting is going to be \$300 plus.

Supv Leet stated the only other drawback is they may not have the same level of formatting that Inframark does for motions and everything. You need a much higher volume for them to do that for you. The proposal is done ad-hoc and we could send them a recording that we have and spend a couple hundred bucks to see what the product looks like. We are not contracting anything; it is all done ad-hoc by the minute.

Supv Kassel stated it does not seem like it would appreciatively save anything.

Supv Berube stated I do not think we need to reinvent the wheel, we have had Inframark doing this for years in the past and the only we changed was how much we included and now there is a price to go back to the full thing. With Inframark there is no contract, we already have the recording, it is simple, and it fits.

Supv Leet stated to be clear it says near verbatim and this basically what we had prior to a year and half ago.

Supv Berube stated yes.

Supv Kramer asked is there any other discussion?

Hearing none,

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

Supv Kramer asked do we want to start this for this meeting? Can Ms. Slaughter start this for this meeting?

Ms. Suit responded yes.

**C. Discussion and Consideration of Video Recording Equipment**

Harmony CDD  
April 29, 2021

#### **D. CDD Purchase of Computer**

Supv Kramer stated Item C is discussion and consideration of video recording equipment so we can broadcast our meetings.

Supv Leet stated we received a quote from Complete I.T. who in the past had setup the Zoom meetings and put together a proposal for a computer to handle running the Zoom for our in-person meetings here, having a camera and whatnot. They were not able to get me an update quote in the last couple of months. One is on a family maternity leave and the other I emailed a few times and he did not get back to us. I put some numbers together myself just looking at a cart, a computer and while we are doing that, I also looked at a projector and screen which is something we are missing in the current meetings. I also looked at the cost of having our own Zoom account. Previously we were paying \$30.00 per meeting for them to setup the use of their account versus \$150.00 per year to have our own account. We would have control over the meeting id and whatever other settings to have in the agenda package that would go out. The price I put together was about \$800.00. It is a good camera, middle of the road on everything else. If we want to come up with a number to stay under \$1,000.00 or \$1,500.00, that will let us get slightly nicer equipment but is still well under the costs of the quote we got from Complete I.T. If we are providing the near-verbatim transcripts that covers us on an accommodation request and meanwhile it does give you an overlay while it is talking. You can have it provide a text-based overlay and if that is insufficient for someone, we are already now paying to provide the full transcript after the fact. I think from a legal standpoint we are covered, and the recurring costs would be \$150.00 per year for our own Zoom account to setup and control our meetings and an upfront purchase, pending Board approval, of \$1,500.00.

Supv Kramer stated I miss the audio visual we had; it really was helpful.

Supv Leet stated includes a mixer that we can tie into the church's system here, we should be able to tie our own mics into it if we are doing our own thing in another venue in the future.

Supv Berube stated I like the computer and the projector. I think that the meeting broadcast has a substantial cost to it upfront going in and these things always turn out to cost more than you anticipated plus the ongoing. I am not hearing a huge amount of outcry from residents saying we want meetings broadcast. They liked them when they

Harmony CDD  
April 29, 2021

were on Facebook because they could comment but that is going to disappear. We said no to this once before, we have discussed this every month of the last six and we have not gotten very far with it because it is a complex situation, it is a legal quagmire as time goes along, it seems pretty simple upfront. I am still for the audio visual with the computer and projector to put the meeting up on the screen, but I am set against broadcasting/video taping of the meetings.

Supv Kramer stated I have had a lot of discussion and found that a lot people said they would really appreciate having it and it would be helpful later when it does come available through Inframark to have it available so they can go back and watch the meetings if there are not available right then. A lot of people have mentioned, especially since meetings are out of Harmony, that it makes a lot more sense that they can stay at home and watch the meetings and it is amazing how many people will not speak up about that but will definitely take advantage of it. We have found that in other local government situations where we broadcast with the cities or counties meetings and a lot of people take advantage of that. I do not see a great expense here; we are going to have half the equipment anyway to be able to do our audio visuals.

Supv Kramer MOVED to approve a budget of \$1,500.00 for the equipment and \$150.00 per year for the Zoom Pro account and Supv Kassel seconded the motion.
---

Supv Berube asked how does that meet our purchasing and procurement policy?

Supv Kramer responded we will still meet our purchasing and procurement policy in that we will go forward and they will get bids for the equipment, but this is a not to exceed \$1,500.00.

Supv Leet stated in talking to Bill in passing he mentioned people messaging during the meeting and the way it would be structured is the way we are structured here where people who are participating on the phone or on the Zoom meeting there is a designated time to speak in the beginning otherwise the chat will be turned off so we do not have people jumping in the auditorium here. There is the designated time they can have that interaction in the beginning, and this facilitates that.

Supv Scarborough stated so it would work both ways, that is optional.

Harmony CDD  
April 29, 2021

Supv Leet stated it would be our account, we would have full control, it would be muted for whoever is not presenting the meeting here except for that time at the beginning of the meeting where we are open for comments.

Supv Berube stated to be clear, the \$1,500.00 is for the video equipment. Do we need a separate computer?

Supv Leet responded no. It is a web cam.

Supv Berube asked how do we get the meeting on the screen?

Supv Leet responded whoever is sitting here would see us sitting in front of them and we would be projecting the agenda or items for discussion on the screen.

Supv Kassel stated the do it yourself package includes the pc, the cart, projector, screen, camera, audio mixer, cables.

Supv Berube stated there was a separate computer purchased listed somewhere.

Supv Kramer stated there is another coming up and I am not sure if that was a part of this originally and somehow got separated out.

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

Supv Berube stated this is a not to exceed with some bids to procure all of the equipment.

Supv Kramer stated that is correct.

**E. Status of VC-1 Survey Monkey**

Supv Kramer stated this has been on the last couple of agendas.

Supv Kassel stated there were some comments made on Facebook particularly about the survey and what the results of the survey show, and those comments were incorrect. It is possible that the format of the survey just did not show up that well on some screens. The result is 68.72% of the responses, that is 195 people who responded to the survey, are in favor of the CDD doing something with VC-10 and only 31% are opposed. More than double the number of people who are opposed want something to happen there. When we get to what to do, it is confusing because there is this green bar that goes across the screen and you think go ahead and it is the opposite; it means totally opposed.

Harmony CDD  
April 29, 2021

Supv Kassel outlined the options and levels included in the survey. She stated in the end they give a weighted average so you can easily take a look. The highest of the weighted averages is a path leading to a boardwalk along the shore at Buck Lake. That is the highest at 3.53, at 3.11 is a butterfly garden with benches, and the lowest is a community garden in that location with 1.91.

Supv Berube stated number one was a path leading to?

Supv Kassel responded a boardwalk along the shore of Buck Lake. I think it includes the boardwalk along Buck Lake.

Supv Berube stated probably like what we have already there where the path goes down through the woods and out to a dock now. I think what they are talking about is a path along Buck Lake with a boardwalk that leads to it so you can walk the shoreline.

Supv Scarborough stated you are talking about VC-1.

Supv Berube stated yes. You are going to put a path through the woods and not do much else with the grass that is there. What was the second?

Supv Kassel responded the second highest was a butterfly garden with benches. This was just a survey and it said in the beginning we are getting your opinion on this but it does not mean we are doing anything right away, we have to evaluate where we are with our facilities, how much money we have and etcetera. This idea for a boardwalk is going to be extremely expensive.

Supv Leet stated also it was the only one that had more people in favor of it as opposed to it. All of the other one had as many people strongly opposed as there were strongly in favor.

Supv Kassel stated even though it is the most highly regarded amongst residents it is also the most difficult and expensive to execute. My sense is if we were going to do anything with a relatively high 3.11 as opposed to 3.53 is the weight for the butterfly garden with benches, if we were going to go in that direction it would seem that that might be more viable, more feasible for the CDD. Again, we do not have to do anything.

Supv Kramer stated my concern is the very low response rate you got. Having such a low response rate, and I will admit my husband and I got our paths crossed and you got two from our household, so I am not sure how reflective this is of the will of the community as a whole. I do not think we need to rush to do any development on the last parcel we could do development on. We may want to hold it in reserve; it is not going to



Harmony CDD  
April 29, 2021

cost any more to hold it where it is now than to start with paths or something. It could be cleaned up a little more and look a little nicer.

Supv Leet stated we are also about to onboard a new District Engineer and there were throughout the proposal's projects along the lines of community gardens and those type projects.

Supv Berube stated something to consider, a year or so ago we put up a new sign at the entrance and sprayed the wooden fence, perhaps we just do a little bit of enhancement. We have a nice entrance to Buck Lake there, but it is not delineated by anything. If you think about, maybe a nice archway over the path just to start the sprucing up effect. Buck Lake is a big feature in this community. What I am thinking about is the archway as you are driving into Kissimmee that says Welcome to Kissimmee; something like that that says Welcome to Buck Lake. It is a start with an enhancement on that property and who know where it goes from there. I think we are paying for it every year and we have absorbed that, and to Supervisor Kramer's point, we do not have a need to go do something with it in particular but it should be spruced up a little bit. Maybe some statuary. Just something to consider in showing Buck Lake in its grandeur by recognizing with a sign is a fairly simple and nice upgrade.

Supv Kramer stated there is really no action for the survey. If someone wants to bring back a proposal for...

Supv Leet stated budget season.

Ms. Suit stated budgets are the next meeting. If you are going to do anything with next fiscal year you are going to need to know what you are doing.

Supv Kramer stated I would presume this is not a huge budget item unless you wanted to more formalize the parking area.

Supv Leet stated it would depend on what we do long term.

Supv Kassel stated it seemed like something we might want to do now if we may do something else later.

Supv Kramer stated why don't we all think about different things to improve it. Supervisor Berube did you want to try and draft something up or do something that might give us an idea of a way to enhance it?

Supv Berube responded sure.

Harmony CDD  
April 29, 2021

Supv Kramer stated maybe we can put some nice buffers with butterfly bushes in there since the butterfly garden is the second.

Supv Berube stated to the point of the parking area we are probably going to be spreading some concrete fines on the garden path and the parking area is a similar situation, it is pretty bumpy and dusty now. The fence has been painted but it is years old, and maybe we enhance the area with doing the concrete fines on the parking area and perhaps step it up with the black wrought iron four foot fence rather than the wood.

Supv Kramer stated if you could bring some ideas back to us.

**SIXTH ORDER OF BUSINESS**

**New Business**

- A. RFQ for District Engineer**
  - i. Hanson Walters**
  - ii. JMT**
  - iii. Pegasus**

Supv Kramer stated our new business is the Request For Qualifications for District Engineer. The qualifications were distributed to the Board members and the Board members have their rankings.

Ms. Suit stated I sent the ranking sheets to the Board in advance and the Board has ranked them as: Pegasus Engineering - #1, JMT - #2 and Hanson Walters - #3. With that, the motion would be authorizing District staff to negotiate a contract with the engineer based on the rankings before the next meeting. If you have terms you want to be negotiated that will allow if #1 says no, they are not going to go with those terms we can go to #2 and then #3 if needed.

Supv Berube stated when you say terms you mean fees, costs, hourly rates and all of that.

Ms. Suit stated right. They all have a fee sheet.

Supv Kramer stated a not to exceed hourly rate or something.

Ms. Suit stated their hourly rates are set and I think they all are relatively the same. It would be more of if there are specifications I would think.

Supv Berube stated the devil is in the details. The hourly fee is one thing but how much is a particular engineer going to charge us to prepare for a meeting, what is the mileage rate to drive here and home. Those are the details that become the killers when you get into billings. How much per copy, how much for bindings, associate hourly fees.

Harmony CDD  
April 29, 2021

Supv Kramer stated I do not think Board members are going to get into that minutiae, but we do need to instruct the management company to work on that.

Ms. Suit stated it will be District Counsel.

Supv Kramer stated between District Counsel and the management company to work on that and come back with the best contract, hopefully with #1.

Ms. Suit stated all of the engineers have a flat rate sheet they usually provide. I have not personally had a Board with a lot of negotiating, but if there are specifics you want negotiated.

Supv Kramer asked is there anything anyone feels strongly on one specific item that has to be?

Ms. Suit responded I do know with Pegasus if they exceed the budget, he will send a work authorization letting the District know we have reached that limit and here we are to the next limit.

Supv Kramer stated I would ask the Board to approve our ranking #1 for Pegaus Engineering, #2 for JMT and #3 for Hanson Walters and authorize District Counsel and District Manager to begin negotiations and bring a proposed contract back to the Board.

On MOTION by Supv Leet seconded by Supv Kassel, with all in favor, the District Engineer rankings as #1 for Pegaus Engineering, #2 for JMT and #3 for Hanson Walters and authorize District Counsel and District Manager to begin negotiations and bring a proposed contract back to the Board was approved.

Ms. Suit stated District Counsel should also send out the award notices.

- B. Pond Maintenance Proposals**
  - i. Bio-Tech Consulting Inc.**
  - ii. Crosscreek Environmental**
  - iii. Sitex Aquatics**

Supv Kramer stated the next item is pond maintenance proposals and from what I have heard we are keeping pond maintenance in-house. Let's back up a bit; there is a difference between keeping the vegetation along the shoreline down and if the pond has a major problem that would need them to get out in a boat to do something about it which we had recently in the pond in Neighborhood O. Is that something we do want to get a regular pond maintenance company, such as these proposals, to do? Or is that something

Harmony CDD  
April 29, 2021

you want to deal with on an as needed basis and let our Field Management contract out if there is something they cannot handle from the shoreline?

Supv Berube responded as we get into it with Inframark maybe their restrictions will loosen up or whatever the case. To your point though, if they have to go in a boat to do something, we have 20 ponds and there may be two or three ponds that need something done from a boat, we could bring in a contractor to have them do the two or three ponds all at once.

Supv Kassel stated I did a little research on the companies we got proposals from – we have a little experience with Bio-Tech and it has not been a positive experience. I researched the other two and the reviews of them – Crosscreek had some good reviews and Sitex had some really poor reviews.

Supv Kramer stated unless I hear any objections, we will do the around the pond maintenance as agreed to by Mr. Tarase and then on an as needed basis if one of our ponds starts going belly up then we will contract and have them do it. We will give it a trial basis and if it looks like it is working well, we will continue on in that.

Ms. Suit stated so I just want to confirm that this is what they are doing now.

Supv. Berube stated right.

Ms. Suit continued, I just want to make sure that they are not getting in a boat.

Supv. Berube asked Mr. van der Snel, how often does the boat go into the water?

Mr. van der Snel responded, Once in the last three years.

Supv. Berube stated that rarely does the boat go in the water.

Ms. Suit stated that’s okay, I just want to be sure that the ponds are being maintained.

Supv Berube stated the pond maintenance will continue as it is, we will not put people in the water.

**C. Ratification of Servello Addendum – Irrigation**

Supv Kassel MOVED to ratify the Servello Addendum for Irrigation.

Supv Berube stated this changed from last month to this month.

Supv Kassel asked what changed?

Supv Kramer responded very little.

Harmony CDD  
April 29, 2021

Supv Berube stated the amount of money that can be spent without authorization.

Supv Kramer stated it was actually reduced. They had proposed to be able to do \$1,000.00 worth of repair without authorization and we have reduced it to \$500.00, unless there is an emergency. They had requested \$3500 ability to do an emergency major repair without bringing it back to the Board, we said because of procurement policy we have a \$2,500.00 approval and again that would have to be approved by the District Manager and the Chair. It is actually less expenditures than what they originally proposed.

Supv Berube stated to the point of the purchasing policy, this contract is way over the purchasing policy guidelines, yet we only got one quote on this.

Supv Kramer stated I think last meeting would have been the time to have discussed this. The discussion at the last meeting was based on the fact that Servello is our landscape contractor and irrigation, due to the problem we had with Davey, and we are still in a lawsuit because there was finger pointing with the irrigation services. The discussion at the last meeting was in order to prevent that finger pointing and having a separate irrigation contractor that we would give them a six-month trial period and that was voted on last month.

Supv Kassel stated now we are just ratifying the contract.

Supv Leet seconded the motion.

Mr. Feliciano stated one of things with the irrigation contract is the MaxiComm system. If we are going to control it we would like to have it not only on our laptop so we could monitor it as well. Mr. van der Snel can have it and we have no issue with that because our guys are still going to be working closely with him, but we also need access to download to our computer as well.

Supv Kramer asked is there a problem with that?

Mr. van der Snel responded no.

Supv Kramer stated let's get it done as quickly as possible. This is your six-month trial so you need to have all the tools that you need to have, you are primary on making these decisions and the status of our landscaping and the amount of water we will use.

Harmony CDD  
April 29, 2021

Mr. van der Snel stated we need to record whatever changes there are doing to system because after six months if we say this is not going to work then we will be able to square it where it was.

Supv Kramer stated there should be a way to download all the current settings and everything.

Supv Berube stated we must have a software license from Rainbird for the Maxicomm system; does it allows us to transfer it out?

Mr. van der Snel responded you can grant remote access.

Supv Kassel stated I just wanted to mention it was a unanimous vote of the Board last month.

Supv Berube stated last month’s vote was subject to District Counsel coming up with a satisfactory agreement. The agreement got signed and put in place, but we never saw a final agreement.

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

**SEVENTH ORDER OF BUSINESS**

**Subcontractors’ Reports**

**A. Servello**

**i. Grounds Maintenance Status**

Mr. Betancourt stated the mulching project has been completed, which is all the tree rings and planting beds inside of Harmony. What I have left is the pools at Ashely and Swim Club which are done with a black cypress mulch. Aside from that is the Lakes at Harmony, all the trees around the pond has to be done by bag and will be put on a schedule. I will get with Mr. van der Snel.

Mr. van der Snel asked will the berms – pine needles this time?

Mr. Feliciano responded we did the pine needles less than a year ago. I will look at the exact date; in the contract it is per year.

Mr. Betancourt asked are there any questions?

Supv. Kramer asked if there are any questions from the Board.

Supv Kramer stated we have a horrible problem with fire ants.

Harmony CDD  
April 29, 2021

Mr. Betancourt stated I spray granules on the mounds when I come across them. I see they are getting out of hand and will be putting a service request in tomorrow for the fire ants to be treated throughout Harmony.

Supv Kramer stated thank you, Because by spot treating, we are just moving the mounds around. It is really bad in the soccer field; I saw they had some treatments, but a lot of the mounds are still active. We just need to bait the entire area.

Corey, with Servello, stated when we treat the mounds, we inject those and do what is called a down rodding. We down rod into the mound to kill the queen so she will not relocate.

Ms. Kramer stated it has been a hot topic on Facebook and with our kids playing soccer out there, it has been difficult.

Mr. Feliciano stated we do the down rodding and we do that with our hortex (sic). Mr. Betancourt is not able to do that kind of application. For the high traffic areas like the soccer field and playground I would suggest, and I will check the contract, but we can use Top Choice. It is a bait that you put down and lasts up to one year. In most cases we do not put it in the contract because it is an additional expense as it could be expensive, but we have used it in many communities. I'll go back and see if it's in the contract. If it's in there, then we'll do it.

Supv Berube stated to the soccer field a couple years back we spent a lot of money on a special intensive treatment and it kind of got green and it got a lot of weeds and 14 different kinds of grasses. We stopped the intensive care program and the soccer field is not the prettiest of places right now. What are we doing with this mess?

Mr. Feliciano responded we have to keep irrigating it and we have to fertilize it. Unfortunately, we are at the time in the season where we cannot put down high nitrogen right now due to regulations. We can keep fertilizing it with a slow release granule but the problem with a slow release is you are trying to build a root system up and to build up a root system you have to stay off the field for a few months and you are not able to do that because you tend to have kids on there. We also discussed the expense of sodding the fields and again, if you are going to re-sod you have to shut down the entire field. What might help is when we get to June or July with the rainy season you are not going to see as much activity out there as you normally would and maybe hit it with some slow release fertilizer at that time and maybe a little more nitrogen because you have the rain

Harmony CDD  
April 29, 2021

in and hopefully it will green up and build some stability. We have tried pot ash in the winter which is really good for the root systems but the problem again with that is you continue to have kids out there.

Supv Kramer stated I think one thing we need to do is take care some of the weeds in it first. I think there is a good sound base underneath. The other thing we are up against is the Sand Hill Cranes. They do a number on that soccer field. They are out there probing for worms and tear up the sod. But, trust me, no one in this community is going to stop that.

Mr. Feliciano stated some of the issues with Bermuda, besides Sand Hill Cranes, is it is required to be cut at a certain height. The difference between Bermuda and St. Augustine is if you have weeds in St. Augustine you can let it grow up, so the St. Augustine is able to choke out the weeds. With the soccer field there is a lot of Alexander grass which is uncontrollable and needs to be removed, there is a lot of other grass that we have been fighting out there. You have so many things going against that field and you almost have to hit it at the right time and shut everything down on the field and let the Bermuda grow up in height to help choke out some of the stuff.

Supv Kramer stated the soccer field is not Bermuda.

Mr. Feliciano stated it is a mixture of Bermuda.

Supv Berube stated it was Celebration Bermuda when it was put down.

Mr. Feliciano stated you may be thinking of Zoysia.

Supv Berube asked can we let it grow up?

Mr. Feliciano responded absolutely, but I do not know how many people you are going to anger on Facebook.

Supv Kramer asked can you put together a proposal on how to correct our soccer field, as far as, timing, shutting it down and things of that sort?

Mr. Feliciano responded the correct proposal for your soccer field we are talking about experimenting with different ways to help your turf right now. As a professional I am going to tell you the only way to correct your soccer field is putting in soil and re-sodding it. In June we will get a reprieve with the rainy season and we can start pounding it with a lot of fertilizer and hopefully keeping the kids off, timing with your irrigation system when you know kids are going to be out there water it in ahead of time



Harmony CDD  
April 29, 2021

to keep them off it. If you put tags or anything around the soccer field they are going to get right on the field. Timing is going to be crucial to help.

Supv Scarborough stated all the professional fields that I know of cycle every single field, they do not allow constant use.

Supv Kramer stated we are not professional; we need something that is good enough but not too crazy.

Mr. Feliciano stated re-sodding those fields can be very expensive.

Supv Berube stated when Davey was here, they did it and it cost almost \$50,000.00 to do that field and for one year it looked really nice, then in the winter they overseeded it with rye grass and killed it.

Supv Kramer stated we will go forward. Thank you. I am hoping we see significant improvement with consistent irrigation. You wanted to address trees.

Mr. Feliciano stated I know the proposal for the trees here is your issue, throughout the homes was approved last month and there was a time delay.

Supv Kramer stated yes, and I am a little concerned about timing.

Mr. Feliciano stated it is not so much timing with the Black Oaks. You have Black Oaks, White Oaks, Sycamores and a few Maples out there, it is not the timing, I went through the community and looked at it, especially on Cupseed. Your issue is anthracnose spot. It is a fungus disease and happens over several winters. Whether I got the contract today or a month from now, it does not stop what is there. Anthracnose can be a leaf spot on the tissues of the tree, or it can be a canker style which attacks the vascular system of the tree itself. You tend to see black lesions on the tree, and some people think it is mold or something, but if it gets really bad it will bleed out of the tree which is a sap you see on the tree. There is a fungicide for it, and you can control it, here is the problem with that, you have well established trees. Fungicides you usually drench down, meaning the foliage, the branches, the trunks and everything. Fungicides are also poisonous if you drink them. If you go through Harmony trying to drench every tree with this on it then you might run into some liability concerns with the residents because they are placed in front of the homes. There are different fungicides, one is a neem oil which you can put on there. I need to do a thorough investigation of the community to see how many trees have it. Right now, I am seeing most are Black Oaks and some of the White Oaks. I did not really see any on the Maples.

Harmony CDD  
April 29, 2021

Supv Berube asked does it affect Sycamores too?

Mr. Feliciano responded yes. Any type of tree.

Supv Berube asked sap dropping off the leaves?

Supv Kramer responded we have two problems with our Sycamores, we have the Sycamore aphids which are dropping the honey dew and then the sooty mold grows on this.

Supv Berube stated this sugary stuff gets all over my vehicles.

Supv Kramer stated that is the aphids. We released, and hopefully you will see a benefit from them, we released an enormous amount of lady bugs into the Sycamores. They will eat the aphids and that will prevent the honey dew. We can look at some biological controls for that. However, the other disease is ...

Mr. Feliciano stated what I will do is consult with Mr. Tom MacCubbin to see if there is anything we can put directly on the bark. The trees are stressed and one in particular at 6923 Cupseed, the branches are dying out. That also tells me that the tree had issues prior to going in because it is not the same height as your other trees. The growth is stunted. I would suggest you go through the community and count how many trees on each street has these lesions and see if we can treat it that way. The problem with the tree trimming is when you trim a tree with a fungus the tree is stressed, and you are infecting the equipment that is used and the equipment has to be cleaned. We can go back and say we can trim trees that are healthy, but they are going to be spotty throughout the community. Let's first tackle how many trees have the fungal disease, see what we can do to treat the trees and then move forward with trimming the trees.

Supv Kramer stated we also need to look at the Oak Boring Beetles.

Mr. Feliciano stated the tree at 6923 shows signs of a beetle as well.

Ms. Suit stated another district I have works with Mr. MacCubbin and he does a quarterly walkthrough, he is an expert. It is not very expensive. The landscapers, field manager and Mr. MacCubbin do the walkthrough and he does a detailed report of items.

Mr. Feliciano stated he is really good. He is the top agronomist. He is also a mediator. He doesn't take the side of the Community or the side of the landscaper. He is going to document what he sees and give his recommendations. It is something you may want to consider even twice a year.

Harmony CDD  
April 29, 2021

Ms. Suit stated he does a very detailed report and it takes him about a half a day if not longer.

Supv Kramer stated if we could get a price on doing that and have an expert come out.

Mr. Feliciano stated I can reach out to Mr. MacCubbin.

Supv Kramer stated as far as our existing tree trimming contract is there anyone on the Board opposed to delaying until we evaluate to make sure we are not spreading the fungal disease to our other trees.

Supv Kassel asked will we have an answer by the next meeting?

Mr. Feliciano responded we should have.

Supv Kramer asked since we have entered the contract and they were supposed to start within ten days do we need a motion from the Board to authorize delaying?

Mr. LaNasa responded I think that would be best since it is not weather or an act of God.

On MOTION by Supv Kramer seconded by Supv Berube, with all in favor, to put the Servello Inside Tree Trimming agreement on hold under agreement by Servello and the Board until they evaluate any fungal disease that might spread by tree trimming was approved.

Supv Kramer stated the other thing we had was there was a tree severely pruned by a homeowner. Have you had a chance to take a look at that?

Mr. Feliciano responded yes. The tree is not going to die. The tree is uneven now and if you get a hurricane or wind it could fall over.

Supv Kassel asked which tree, where?

Supv Kramer responded it is on the corner of Cat Brier and Buttonbush Loop. It is where the trailer had burned. It was singed but we had an evaluation and it was going to come back. We had advised the homeowner not to do anything and he took it upon himself to hire a gentleman with a chainsaw and the canopy of the tree is hacked.

Mr. Feliciano stated they powerline hacked it; straight down the center.

Supv Kramer stated the problem is the homeowners right now feel they have to protect their homes and go out and cut the trees themselves because they do not feel like we are taking good care. I would like to bring this up at a future meeting, I don't think

Harmony CDD  
April 29, 2021

we should take the time here. We have a lot of situations where the owners have lobbed the trees, left a foot or so out and maybe this can be evaluated by the walkthrough too where we can come back and properly prune those cuts

Mr. Feliciano stated technically they should only be trimming those trees, if they are going to trim back anything, where the sidewalk is.

Supv Kramer stated I told the neighborhood man with the chainsaw he can go to the edge of the sidewalk only and do not cut any closer to the tree than that.

Mr. Feliciano stated we will fix it. (*Crosstalk inaudible*) We will look at the branches and cut the 'umbrellas' back flush cut to the tree.

Supv Kramer stated you are going to evaluate those and bring it back to the next meeting.

**ii. Five Oaks Lightning Strike – Remove & Replace Live Oak - \$1,710.00**

Supv Kramer stated there is a tree that suffered a lightning strike and there is a proposal to remove and replace it with a substitute Live Oak tree.

Mr. van der Snel stated which I have.

Supv Berube stated the proposal is changing.

Mr. van der Snel stated by about \$500.00.

Mr. Feliciano stated you will have to resubmit the proposal.

Supv Berube asked is there a timing issue? Do you have a tree on the ground?

Mr. van der Snel responded no, I planted it.

Supv Kramer stated the proposal will be revised. If we do some comparisons, we should be able to do it because it is under the \$2,500.00.

Supv Kassel stated it was \$1,710.00 and should now be \$1,210.00.

Mr. Feliciano stated we will resend it.

Supv Kassel stated the Live Oak in the proposal is \$720.00, so that brings us below \$1,000.00.

(*Crosstalk made comments inaudible.*)

Mr. Feliciano noted there is a bubbler in the proposal that we have to leave in there. It will tie into the irrigation.

Supv Berube stated the warranty only counts if you are buying a tree and we are not so the warranty is a moot point.

Supv Kramer stated we will take a look at the tree Mr. van der Snel salvaged for us and we will figure it out from there.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Engineer**

**i. District Engineer’s Report**

**ii. Foot Bridge Rehab Proposal Summary**

Mr. Boyd stated the bids for the bridge repairs are in your agenda package. There were five bidders, the only bidder that did not fully respond by completing that request for bid form was Orlando Deck and Dock. All others submitted complete bids and we believe are qualified to do the work. All the information is in your package.

Supv Kramer stated it was very comprehensive and it is nice to be able to compare apples-to-apples.

Supv Kassel MOVED to approve DOCK-TERS Marine Construction, Inc proposal for the Trex replacement.

Supv Berube stated I have a concern that we are replacing a lot of wood that is perfectly serviceable. I understand the need to fix the ends where the grounds are collapsing and all that and there has to be some wood taken off at the ends to fix the loading and unloading ramps, but we are spending a bunch of money on wood that is perfectly serviceable for another decade at least.

Supv Kramer stated if you look closely at where the screws go through the boards, the boards have split significantly and what you have is the water will pool down in those and has been over the years, and as it continues and gets closer to your support beams it will wick down into the support beams and you find you are replacing the entire bridge structure. That wood is on its last legs and going fast.

Mr. Boyd stated you have to look at the continued degradation at this point.

Supv Kramer stated it has to be pulled up and try to re-screw it down, I am telling you it is going to be a nightmare. I would recommend we move forward with upgrading it now. We have already replaced one board that was completely rotted out.

Harmony CDD  
April 29, 2021

Supv Kassel stated I made my motion.

Supv Kramer asked is there a second?

Supv Berube asked which one are we at?

Supv Kassel responded DOCK-TERS Trex proposal.

Supv Kramer stated for a total of \$35,404.00 and would include both bridge A and B for the decking, correcting the erosion problem, re-deck and redo the handrails.

Supv Berube asked are we funding this out ...

Supv Kramer asked do we have a second?

Supv Berube asked are we funding this out of reserves?

Supv Kramer responded I have a motion on the floor and need a second.

Supv Berube stated no, you have to figure out where you are paying it from.

Supv Kassel stated after this we have the discussion.

Supv Kramer stated right.

Supv Leet seconded the motion.

Supv Scarborough asked if Trex does not require tighter spacing than your typical 2-by lumber.

Mr. Boyd stated I cannot say specifically, I do not have any personal experience with it.

Supv Berube stated typically Trex is board to board.

Supv Scarborough stated I mean if the structure underneath sags, it does not span the same space as a 2-by.

Supv Berube stated our spanning on that bridge is pretty tight anyway because of the load capacity. Trex will not have any problem.

Supv Kramer stated there are four or five stringers; there are significant stringers there for the Trex to span. I presume our professionals would be have indicated that.

Mr. Boyd stated we did not get any exceptions on the Trex options.

Supv Berube stated this is going to be a 2-by-6 tread.

Supv Kramer stated the Trex option is typically more expensive but since lumber has gone up four times and does not look like it is going down anytime in the near future, Trex is very attractive. Any other questions?

Harmony CDD  
April 29, 2021

Supv Berube asked are we funding this out of reserve accounts?

Supv Kassel responded we should be. Reserve and Replacement.

Supv Berube stated that is what I am suggesting.

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

Supv Kassel stated we have used DOCK-TERS before and they have done good work for us and that was also a factor in addition to their pricing.

Supv Kramer stated motion passes unanimously and we will work to put together a contract and get our bridges rehabilitated.

### **iii. RV Park & Garden Road**

Mr. Boyd stated we have submitted the drawing that is in your agenda package to Florida Gas Transmission (FGT) and have not heard back from them yet. We are ready to go ahead and proceed with the submittal of the RV & garden road and the garden plans as a package to the County. I wanted to make sure that that is what you wanted me to do at this point or if you prefer me hand it off to your new District Engineer.

Supv Kassel stated that is for the site development plan.

Mr. Boyd stated site development plan, the improvements for the RV park which will also have the road in it. As you will recall, the County made the statement that they wanted the road paved. We are using the requirement of FGT that it not be paved to get approved without pavement.

Supv Berube stated this has been a long process with many spiderous links to it and I think it only makes sense to keep you onboard for this considering all the background that you have intimate knowledge with that we would have to bring a new engineer up to speed. That is not to knock the new engineer, we don't have them onboard yet and I think it makes sense to keep you, if you are willing to continue, onboard until the completion.

Supv Kramer stated I think at this point, and it depends on how it goes with the negotiations with the new engineer, but it might good to have him involved jointly as an introduction to this process. I think it is important before we submit the site plan approval or invest too much more money, to get a commitment from the County that they

Harmony CDD  
April 29, 2021

will consider this. They said they wanted it paved and put a little wiggle room in there, but my concern is if they come back and say because FGT said concrete fines are okay but nothing more permanent, they may still say from the point where our easement ends since it is an RV storage area you are going to have to pave. That is a whole other operation, am I not correct?

Mr. Boyd responded yes.

Supv Kramer stated let us broach that question before we get too much more involved in the site development plans and everything. Does that make sense?

Mr. Boyd responded certainly. I think we could make a good argument that it would not make sense to have a section paved, unpaved and then paved.

Supv Berube stated you have to remember you are dealing with County people.

Supv Kramer stated they do not want to set the precedents for an unpaved RV parking area. We have two entities that do not want to set precedents that are putting us in a log jam. We will get the new engineer on; you guys can double track it and you can introduce him to Harmony.

Mr. Boyd stated that will work. We can engage with the County about that concern to keep it moving forward in the meantime and then do a handoff.

Supv Leet stated Pegasus mentioned specifically in their proposal that they have looked it over and whether they have received the in-process or the finalized drawings, they have worked with FGT on something similar.

#### **iv. Discussion of Harmony Conservation Area Monitoring**

Mr. Boyd stated this item is under the Engineer's Report, but I do not know that I have a lot to add.

Supv Kramer stated I ended up taking the lead on this and will report to the Board. Mr. Boyd had previously, on November 20, 2019, submitted a maintenance plan to deal with our invasive weed problem. They had accepted that and what they have found to date is that although we are doing an excellent job moving forward and our staff has been after it, there is just so much of it that they had a concern. We submitted an updated maintenance plan to them, they had one more item that was not included and in fact, the updated maintenance plan mirrored what Mr. Boyd's plan was but added a few items on updates on treatment and things. The problem is I think they are interested in a



Harmony CDD  
April 29, 2021

more timely addressing of the situation. That is why with Field Services going over to Inframark, that Inframark was very much aware of the importance of keeping staff on a consistent schedule of doing this mitigation.

Supv Berube stated you mean spend more hours on getting rid of weeds.

Supv Kramer stated exactly. Unfortunately, our dock master gets pulled away and it takes a long time to get in and out and ramped back up. We will be working with them to do. The one thing they wanted us to add was a quantifiable amount of treatment that they could measure us against as far as getting back into compliance with dealing with the invasive weeds. I have been working with our main staff member, Mr. Brad Vinson, who is the lead on this project and putting something together. The bottom line on this we have essentially for the conservation areas under CDD ownership, not within our boundaries, just our ownership, we have treated approximately one-third of them to date with good results. Mr. Vinson has gone back and is monitoring and spot treating to make sure it does not regrow. We still have at least two-thirds to go and it is heavy infestation. To date, and again this is a broad estimate, considering staff time because we had committed 32 man hours per week, it has cost us over the last 18 months with chemicals, equipment and other things, it is approximately \$80,000.00 to do one-third of it. We have two-thirds to go and we continue with our staff and I have verified that. I can put in the estimation; I do not want to overestimate I would rather underestimate and them come back to say it looks really good. I want to brace you that if they come back and say that that is not fast enough because it spreads faster than you are treating it then we may have to be back here before the Board to look at another option.

Supv Berube stated we are short one staff member.

Supv Kramer stated yes.

Mr. van der Snel stated well, no, we have five total now.

Supv Scarborough asked do we not have our available hours with the lack of irrigation maintenance?

Supv Kramer responded we lost one staff person at that point. We have five and one leaving May 1<sup>st</sup>.

Supv Berube stated if push came to shove you could speed it up and devote some additional manpower to this problem to get it sped up. Is that a fair assumption?

Harmony CDD  
April 29, 2021

Mr. van der Snel responded David and Brad are working at least three days a week on it.

Supv Kramer stated we will see what they say and come back. I just wanted to give you an update on this because it is very expensive but necessary treatment.

Supv Berube stated the numbers seem pretty close because the quote we got a couple of years ago was \$263,000.00, but we have expanded the area greatly since then. If you triple what we have spent, we will be at \$240,00.00 and still under the contract but will have done much more area. I think we are on target with where we need to be.

Supv Kassel stated you were discussing lands owned by the CDD, have you got any answers from SFWMD in regard to the lands we do not own but are CDD boundaries which we were under the belief that we would also have to deal with?

Supv Kramer responded we are working through that now and when I add the quantifiable amount and laid it out that these are the only areas we can legally treat because we have not had easements over those other conservation areas that under private ownership then I think we will get a resolution to that question.

Supv Leet stated there was no conservation easements.

Supv Kramer stated they were supposed to be turned over from private ownership and again, even if they do come my recommendation would be that they only be turned over once they are treated.

Supv Berube stated if we are working up to a boundary, we need to do all we can to get the owner on the other side of that boundary to treat the same way we are.

Supv Kramer stated if the water management district sees it our way and understands we cannot trespass and spray toxic herbicides on their land then I am hoping they will bring their weight to bear to get that other property owner to step up and treat.

Supv Berube stated a foot over and those spores blow right back onto us and it is a losing battle.

Supv Kramer stated the problem now is it moves faster than we do so we need to step up our game.

Supv Kassel stated you said it has been 32 hours per week, but you are saying it is now two people working three days per week which triples the amount.

Harmony CDD  
April 29, 2021

Supv Kramer stated we have been tracking hours and unfortunately, the net hours because of the need for Mr. Vinson to leave to do dock master work, it is just not coming up to snuff. We need to rearrange some of that, and I think we can work to do that.

Mr. van der Snel stated that two of them are working three days a week on this.

Supv Kramer stated as I said we will be dealing with that and finding out if there is a better way to do this. I am sure our new management company will help in that.

Ms. Suit stated Field Services, not management company.

Supv Kramer asked is it okay with the Board if I continue going ahead and provide a quantifiable diagram showing where we will be treating in the future?

Supv Leet responded I know there are a couple of other small parcels that are CDD owned in the conservation area, on the periphery, is this map just for reference?

Supv Kramer responded that map I thought was accurate in our ownerships.

Supv Leet stated okay, I point out the areas?

Supv Kramer responded if you will markup a map, I would appreciate it.

Supv Berube stated we have a number of maps floating around that are less than accurate.

**B. District Attorney**

**i. Report on Servello Irrigation and Arborist Agreements**

**ii. Resolution and Ratification of 2019 Servello Amended Agreement**

Mr. LaNasa stated I was able to get out to Harmony before the meeting, it was nice to see the community again, it has been quite a while since I have been over there since we were meeting at the school before COVID-19, everything is looking good. I wanted to check out a couple of sites that we wanted to see where everything was laid out. We sent out our report earlier and some of it is redundant at this time. I will go through it and you stop me as we are going.

We did the Servello irrigation agreement and the arborist agreement as well. There will be a pause with the tree trimming contract to examine some of the mold spore issues, and now Servello is taking over the irrigation. Should there be a contract extension that all went in with the revised scope of services for when you consider that item. With the ratification of the last two years of Servello, we will circulate a resolution

Harmony CDD  
April 29, 2021

for that and will get that to Inframark as soon as possible, so we have a clean contract especially if there is an extension of Servello.

**iii. Discussion of Enclave at the Lakes Plat**

Mr. LaNasa stated we have had a couple of meetings regarding the Enclave at the Lakes plat. We have had a couple of meetings with the District Manager and District Engineer doing our due diligence on the properties that Harmony Land was trying to give over. We are working with developer Counsel and we have a few agreements – maintenance and access. The District Engineer looked over them and said they were pretty good, we had a few red-line changes with the access agreement, we needed to put in the gate code access information, and we need to make sure we have K100 access. I do not know if there is anything I am missing there.

Mr. Boyd stated the main thing to make sure the CDD has the rights to access to maintain the ponds and roads but to not actually take any property until it has been completed and certified complete.

Mr. LaNasa stated that language is reflected in the agreement they wrote up. We are going to take a closer look at it. I saw an email earlier that they are fine with getting it on the next agenda.

Ms. Suit stated there was a change of 400 to 600.

Mr. LaNasa stated I just saw that they were fine with us taking more time to look at all the agreements they sent on Tuesday. We have looked at them and they look pretty good, but they are just giving us a little more time to make sure that our items we are considering.

Supv Kramer stated this ran up way too late and would not have permitted Board members time to truly review it. Accepting a plat and all that comes with that is a serious undertaking we felt it best to wave it off for another month and make sure it is finalized and you have the full seven days to study it. I know some of you have extensive experience in accepting plats

Supv Berube stated the engineer said access to maintain ponds and roads. Were roads a slip of the tongue?

Mr. Boyd responded to maintain the ponds you need access to the roads.

Harmony CDD  
April 29, 2021

Supv Kramer stated we will not own the ponds; they are not deeding the ponds to us, they will remain with the HOA, but we will be required to do the maintenance.

Ms. Suit stated her (the developer's attorney) note today said she spoke with the client, the developer, and their attorney said he would rather not change the plat note dedication re: Plat 400 and 600 since the County has already signed off. We understand that you may need more time in revising the agreement, so placing it on the net Board meeting agenda is acceptable.

Mr. LaNasa stated that is what I was referring to. I am sure we will have a few more meetings and discussions on it, but we are going to make sure everything is dotted and crossed.

Supv Berube stated we ran into this before with the golf course with the CDD maintenance of ponds. The golf course wanted a higher standard of maintenance than what we were providing for the CDD owned ponds.

Supv Kramer stated if the HOA wants to do a lot more in maintenance than we do and it meets all the requirements of the permit, we can let them do it, but we have to be sure we have the easements so that if we need to get in there and maintain it we can. The other thing would be the streetlights, we want to make sure streetlights are paid off with OUC before we assume maintenance and powering them.

Mr. LaNasa stated they had some language on streetlights that initially investment and they had not paid that yet.

Supv Kramer stated we do not want to be paying these payments again since we did such good work to get us out of it.

Supv Berube stated historically the developer had the CDD buy the streetlights because it went against our account for the maintenance and then at the point of purchase, they developer gave the CDD a check in reimbursement. I do not know if that is how it is working this time but that is how it worked in the past.

Mr. LaNasa stated we can look into whatever is the most effective way.

Supv Kramer stated as long as we do not get stuck with the bill.

Supv Berube stated in that way we saw the check; we provided the check to OUC and got a clean transfer of those lights to our maintenance bill.

Harmony CDD  
April 29, 2021

**iv. Discussion of District Parcels on Tax Roll and Boundary Amendment**

Supv Kramer stated next is the parcels.

Mr. LaNasa stated one you brought up and the other was from the District Manager. We spoke to Mr. Boyd that at least one of them is outside of the boundary because it goes all the way to water edge where the boundary goes halfway through the wetlands.

Supv Kramer asked is that the delineation between the park and the conservation area along the lake?

Mr. Boyd responded I did not have time to prepare exhibits for the agenda package, the boundary we have along that goes to the waters edge and is the boundary that has been there since I became the District Engineer. When the question came up, I called Mr. Rick Brown and asked if he could send me the CAD work that represents the legal description of the District boundary. He did and the line in the legal description actually goes through the wetlands but not all the way to the waters edge. We might need to amend the boundary to go to the waters edge which I think at the time the CDD was created I do not know why it did not go to the waters edge then, but it seems arbitrary the way the line looks right now.

Supv Kramer asked the extra small parcel is part of the west end?

Mr. Boyd responded it goes kind of through the middle of it as well.

A question was raised that was inaudible.

Supv Kramer responded the issue is that we are being taxed on that property. Legal Counsel will evaluate to see what the pros and cons are of going through the full amendment process to bring it within our legal boundaries because the statute does allow us to own properties outside of the legal boundaries of the CDD provided they are being used for CDD purposes which these definitely are. The taxes on that little strip of land are \$58.00 per year and the other is under \$1.00 per year. It is not a big tax burden, but we should not have a tax burden based on the fact that our ownership is for the purpose of the District and they are working with the Property Appraisers and Tax Collectors office.

Mr. LaNasa stated we will have the cost analysis memo and the procedural steps for the amendment, but right now we are already engaged with the Tax Collector on getting it off the roll.

Harmony CDD  
April 29, 2021

Supv Berube asked how are we being taxed as a governmental entity?

Mr. LaNasa responded that is what we are fixing.

Ms. Suit stated we are talking about the ad valorem taxes not the non-ad valorem.

Supv Kramer stated it is not within our boundaries and is an error in the understanding of the Property Appraiser and Tax Collector, I do believe. There was another legal counsel that said it can be outside your boundaries, you can still own it and not have to pay taxes. So, we now have two legal opinions that say that, and they just have to convince them, and we may have to put them in touch with other Tax Collectors. They are doing that and luckily, we have them under a contract where they can talk all day and not cost us much.

Ms. Suit stated if you do get approval please let us know because we will have to file for the exemption. There is a timeline and it already had to be paid for this year.

Supv Kramer stated that will be coming back before us at the next meeting.

**v. Discussion of Florida Resource Management (FRM) Agreement**

Mr. LaNasa stated the final thing was the FRM agreement termination 30-days prior to the expiration of the extension of the initial term. The agreement was executed on October 21 and ends 21 of the extension year. it is ending June 1<sup>st</sup> as I understood for Field Services.

Supv Kramer stated that is what they will be negotiating and trying to work out. As long as they know with a 30-day notice we can get out of it.

Supv Kassel stated it goes the 21<sup>st</sup> to the 21<sup>st</sup>.

Supv Berube asked did somebody sign a renewal of that contract? I never have.

Supv Kramer responded no, and we have a number of contracts that need to be corrected; we have a lot of loose ends out there. We do want to give them a 30-day notice.

Mr. LaNasa stated I will have to check my notes, but I have a here that there are no term dates.

Supv Kramer stated there are not any and that is part of the problem and what we are trying clamp down on.

Harmony CDD  
April 29, 2021

Mr. LaNasa stated the expiration date as the effective date of initial term, so on and so forth, and that is how we came up with the termination. That concludes the Attorney's report, I would be happy to take questions or any other items.

**C. Field Manager**

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

Mr. van der Snel stated my reports were in the package and asked if there were any questions or concerns.

I would like to report on how far I am with the east entrance study. I am doing a study together with Supervisor Kramer to see if we can redirect the irrigation water from the east entrance and disconnect and abandon the three meters that are now on clocks 1, 2 and 3 that we have the issue with Mr. Fusilier. I am working on a proposal that is sufficient enough to make that happen. I have worked with a locator and have worked with Insight Irrigation to do a study on the feasibility of the project. I have been in contact with TOHO to do a feasibility investigation on where the new water meters would be. If we abandon the three water meters that are there, they would be disconnected, also the MaxiComm clocks would be abandoned and we would create two new clocks – one inside the tower which already has power and one on the corner of Sebastian Bridge and Claybrick that has a power pole that we pay for so there is power and my issue now is to get water there with two new meters from TOHO. The one at the tower would be a one-inch meter and the other would be a two-inch meter at the corner of Claybrick and Sebastian Bridge. That is all pending, and I think it is all feasible for under \$10,000.00. the main issue is we have to directional bore under the exit because we want to have one zone connected to one meter. The last thing we need to know is how much the boring is, they estimated at \$150 per foot and it will probably require a permit. It is all pending and a very tedious process.

Supv Scarborough stated to clarify, we are boring under the road and trying to come up in a spot in the middle of the tower to run our zone wires. How do the zone wires get through the top?



Harmony CDD  
April 29, 2021

Mr. van der Snel responded no. What happens now is when you come in the east entrance on the right hand side there is the water meter, there is already a sleeve going under the road to the middle section, so we need to have a sleeve going on the outside going out the east entrance to include that little strip between the sidewalk and the curb that is on clock 3 and a clock we are abandoning.

Supv Scarborough stated you still need zone wires. Are you going to fish them through the chase pipe?

Mr. van der Snel responded they are going to go from the median into the...

Supv Berube stated that strip along there has historically had low pressure. Are you going to fix the low-pressure problem along the strip?

Mr. van der Snel asked which strip are you referring to?

Supv Berube responded in front of D'Oros and moving along the west side.

Mr. van der Snel stated that has nothing to do with this. It is the feed from Town Square.

Supv Kramer stated part of this \$10,000.00, and it may be less, Insight Irrigation has given us an estimate and we will have to do bids once approved to go out and go forward. It was \$1,000.00 for the actual redesign and engineering.

Mr. van der Snel stated he said \$1,500.00 to put it on paper and make it architectural drawings.

Supv Kramer stated to make sure we have enough pressure where we need it to go and that the system will work properly.

Supv Scarborough asked how many zones out of the entire clock are we going to abandon or need to keep to do our stuff?

Mr. van der Snel responded we have four zones now going in the east entrance. We have to include the zone going out which is on clock 3 because we are going to abandon that entire area. We are going to restart on the corner of Claybrick and Sebastian Bridge with a new meter and we are going to cut the four-inch pipe along the fence line and put a two-inch meter on it because we only have to go to the end of Claybrick and then the golf maintenance takes over again.

Supv Berube stated you mentioned golf, they were on our system and were supposed to be shut off.

Harmony CDD  
April 29, 2021

Mr. van der Snel stated they are rotors and is something we still have to work out. Behind the site where the kids walk to school, the whole tree line is not trimmed because it is not ours; that is golf. I think the attorney notified the golf property owner that we would not maintain it anymore.

Mr. LaNasa stated we sent that letter.

Mr. van der Snel stated I told Servello not to trim those trees because they are not ours.

Supv Kramer stated I will double check that.

Mr. van der Snel stated it is on the other side of the golf course.

Supv Kramer stated it looks like it is going to be doable. The biggest snag has been getting TOHO to get with us so we can finalize the final costs.

Mr. van der Snel stated TOHO wants us to have it engineered. I sent you the response from TOHO with that.

Supv Kramer stated hopefully it will be a solution to our problems with our neighbors.

Mr. van der Snel stated the only downside is we have to abandon the three stations. They are connected on MaxiComm now, so clock 3 will have to abandon and make it a standalone clock which on one it will be five zones and on the other it will eight to ten zones.

Supv Kramer stated if and when the property is ever developed and we end up taking over the common space, and we asked when we have it designed to be in a way that we can switch it back so it is not an expensive cost to reconnect.

**vi. Proposals – Pipe Break Damage Mitigation**

- 1. Beacon - Regrade & Turf - \$13,350.00
- 2. Servello – Regrade & Turf - \$15,950.00
- 3. Arrow Paving – Sidewalk - \$7,588.00
- 4. Beacon – Sidewalk - \$7,557.00
- 5. Big T Mid Florida – Sidewalk - \$11,300.00

Mr. van der Snel stated as you can see, we put in a lot of quotes. I do not have the quotes in front of me.

Supv Berube stated we are talking about the turf replacement. Who measured them? All three have dramatically different square footage notes. There are several thousand feet in discrepancy here.

Harmony CDD  
April 29, 2021

Supv Kramer responded they did it, they all based their quotes on their measurements and guaranteed it will look like it did before.

Mr. van der Snel stated I told all three of them the same story.

Supv Berube stated everybody knows they have big number differences, right?

Supv Kramer responded huge number differences. The number for Servello originally started out at over \$18,000.00.

Supv Kramer MOVED to approve the Cepra Landscape proposal for sod repairs in the amount of \$8,892.00.

Mr. van der Snel stated when we make the contract with Cepra we definitely have to put in that the measurements weren't taken the right way.

Supv Kramer stated their job is to make it look like it did before.

Supv Kassel stated to speak to the Servello proposal, even though they were expensive, if we spend the extra money there will not be finger pointing if anything goes wrong with the sod.

Mr. van der Snel stated there is no irrigation there and what is going in is Bahia and a small piece of St. Augustine. There is nothing really to go wrong with Bahia.

Supv Berube stated according the proposal there is 400 square feet of St. Augustine here. I have a concern with Cepra being so low compared to the other two. It is attractive to go with the low guy.

Supv Kramer stated we found them based on some excellent references. It might not hurt us to try them being that we are going to save so much money and see how they do. If we get a guarantee from them, that I presume will be in our contract.

Supv Scarborough stated with the Bahia, my speculation is they are going to use pasture grass and why they are getting it so cheap, but if it doesn't matter, it doesn't matter.

Mr. van der Snel stated it was not beautiful to begin with.

Supv Kassel seconded the motion.

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

Harmony CDD  
April 29, 2021

Supv Kramer stated on to sidewalks.

Mr. van der Snel stated there are three proposals – Big T was the highest one and a little out of line, the others are Arrow Pavement and Beacon.

Supv Berube asked is Arrow the guy who has been doing our sidewalks?

Mr. van der Snel responded yes.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the Arrow Pavement proposal for sidewalk repair in the amount of \$7,588.00 was approved.

**vii. Proposals - Fencing**

- 1. Chapco Fence LLC - \$19,750.00
- 2. Straightline Fencing - \$15,700.00
- 3. Tighten Up Fencing - \$21,575.00

Mr. van der Snel stated we have the fencing for the dog park and it is quite a story because it has been awhile and prices went up 30% to 40% compared to October/November 2020.

Supv Kassel asked have you worked with Straightline before?

Mr. van der Snel responded we have been working with Joe for a while to get the RV parking project.

Supv Kassel asked have they done actual work for us?

Supv Kramer responded no.

Supv Berube stated we have money in his hands and fence laying on the ground.

Supv Kassel stated I could not tell this makes it look like materials are included. You said we have money in their hands, is some of that money represented in these quotes?

Supv Berube responded that money is separate. The only connection with Straightline and money and previous work is that we contracted with them at the very beginning of the RV park and the permitting stopped and he had already bought the fence, so we have fence sitting on the ground for the RV park.

Mr. van der Snel stated the only thing with Straightline is he said normally I do not do permits and that is how we got into the...

Supv Berube asked are permits included with any of them?

Mr. van der Snel responded yes, with the other two. We have to add \$500.00 to his.

Harmony CDD  
April 29, 2021

Supv Berube stated he would still be the low price.

Supv Kramer stated I do have a concern with Straightline. Did he get back with you on the additional?

Mr. van der Snel responded he did. This is the only way he does quotes, he said I do not have that fancy computer stuff.

Supv Kramer stated I just need to be sure we are looking at apples-to-apples. I do not want to get a fence with no top rail or tension wire.

Supv Berube stated we would typically have District Counsel write up a contract that would include it.

Supv Kramer stated it is better to see it in the quote, tell us what you are going to provide us, what gauge it is, apparently, he has it here.

Supv Berube stated you save \$3,000.00 by having a kindergarten style quote.

Supv Kramer stated I don't mind what it looks like, but I mind what it says.

Supv Leet stated they do have a website.

Supv Kramer asked when you were vetting them for the previous fencing, did you go see any of their projects or quality of the fencing?

Mr. van der Snel responded they have been in business for 17 years.

Supv Kramer stated we can go forward today, but let's doublecheck before signing on the dotted line to make sure we have quality fencing going in.

Supv Kassel asked how are we going to doublecheck?

Supv Kramer responded ask him where he has put up fencing before and look at the jobs. It is better to check than have problems on the other end.

Mr. van der Snel stated on that it is going to be commercial grade fencing. Pretty much the same as the dog park. The same self-latching hinges. I showed him the hinges and that is pretty much what he is going to do.

Supv Kramer stated the only other thing I see is Chapco is a 6-gauge and he is doing a 9-gauge. That is a fairly significant difference, the 6-gauge is much stronger and heavier than the 9-gauge.

Mr. van der Snel stated I need to go back because I told him industrial strength.

Supv Kramer stated again this is why it is critical to write up a scope of work with the specs we are looking for. We do not want ones of those weak fences that gives. If somebody feels strongly, we can go forward.

Harmony CDD  
April 29, 2021

Supv Scarborough asked what is the price difference with Chapco?

Supv Kramer responded Chapco is \$19,750.00 and Straightline is \$15,700.00.

Supv Scarborough stated if he matched it gauge for gauge.

Supv Berube stated I am reading about gauges and it says fence gauges range from 13 down to 6 and the most common gauges are between 11½ and 9, with 9 referred to as light commercial duty and most often found in public and government projects.

Mr. van der Snel stated I can go back to the drawing table.

Supv Kramer stated it is up to you, I can entertain a motion to take one of these three if you want or if you want to go back and give Straightline another chance.

Mr. van der Snel stated we can say it is accepted with a 6-gauge. If he says no, then we will have to find somebody else.

Ms. Suit asked at this price or a higher price?

Mr. van der Snel responded at that price.

Supv Kassel stated I cannot imagine him agreeing to that.

Mr. van der Snel stated I would say let's table it.

Supv Kramer stated we will refine the scope of work, so we have an apples-to-apples for the bids next month.

Mr. van der Snel stated I am getting quotes for the sidewalk at Milkweed and Five Oaks.

Supv Kramer asked those are the ramps for the crosswalks?

Mr. van der Snel responded yes. I can ask Beacon for another quote and will go to Big T; unless the Board says go with Arrow.

Supv Kramer stated what I had asked for is to put all the concrete work into one package so we can avoid the mobilization costs, but that is not the way it was bid. We have Arrow doing only 4-feet of curb in the repair and Beacon doing 11-feet. It does not hurt if Big T wants to bid again. We just need to write the specs and Arrow can bid it with the sidewalk and give us a better price and maybe they will have the leg up. In the future if we have more than one concrete project and we have a couple other cracked panels that we need to get done we can put them in with the next one that would be good.

**D. Buck Lake Committee**  
**i. April 6<sup>th</sup> Meeting Report**

Harmony CDD  
April 29, 2021

Supv Kramer stated we had a meeting on April 6<sup>th</sup>. I presented a written summary of the meeting and they have asked for several items to be brought back and asked for action by this Board. One of the things they asked for in order to come up with a equitable split for the work that has previously gone on in maintaining the lake has been an estimate of what our costs were during that time period to preserve that amenity for them. I worked with our field services staff to pull together an estimate including staff costs, chemical costs, cost of the boat usage, including the overhead which we are required to pay to maintain our staff. The estimate comes out to approximately \$523.41 per month. We thought we could present this to them and I would like to get approval from the Board to present them with this estimated costs that we have incurred in the past so they can consider the two options – either reimbursing 50% of this during that time period or coming back when they contract for lake maintenance, they would like to contract with Bio-Tech going forward. The proposal was possibly to take an equitable period of time and they would incur 100% of the Bio-Tech cost during that period of time to recognize we paid 100% during that same amount of time prior to this.

Supv Kassel stated I have seen what Bio-Tech has not done on Cat Lake when the developer was paying them to do the work and I am not sure I would be comfortable having Bio-Tech be our contractor for maintaining the lake.

Supv Scarborough stated I agree, but the flip side is we are talking about Buck Lake. It is largely self-sustaining; the ecosystem takes care of itself. I do not know how much care and how bad you could even screw it up. There are issues from time-to-time.

Supv Kassel stated last year I went out on Buck Lake before coming to a meeting just to see what the invasives issue was and there were 200-foot banks of water hyacinths in a number of spots.

Supv Scarborough stated I have seen that before, but then gone back and not seen them.

Supv Kassel stated I have not been out recently.

Supv Scarborough stated it tends to go through a cycle and take care of itself.

Supv Berube stated no, the situation with Bio-Tech was they were a good contractor during some months and a lousy contractor other months because they kept turning their personnel. You came up with \$523 a month, was that the estimate?

Supv Kramer responded that was the estimate.

Harmony CDD  
April 29, 2021

Supv Kassel stated costs already incurred.

Supv Berube stated our maintenance started November 2019.

Supv Kramer stated you entered into an agreement with them that only specified that it would be about a year. However, the Harmony West representative, the Chairman of their Board, did indicate they might do it for a two-year period. They would pay 100% of lake maintenance for two years, but I do not know what their final result of that will be because he answers to a Board.

Supv Berube stated that would be about right because we paid for all of 2020 and it looks like we are going to pay for all of 2021 because their agreement says they will pick it up starting in 2022.

Supv Kramer stated that may need to be changed if our field services staff, under Inframark, is not going to maintain past June 1<sup>st</sup>.

Supv Berube stated they can maintain from the shoreline but not in the boat. Let them have all the grief as long as we get some sort of equity back from what we have invested.

Supv Kramer stated what I am looking for is I would like the Board to approve this summary of maintenance costs so that I can present it to them for a starting point.

On MOTION by Supv Berube seconded by Supv Leet, with all in favor, the Buck Lake summary costs were approved for submittal to Harmony West CDD.

Supv Berube to authorize the Chair to enter into an equitable agreement considering our current investment for Buck Lake maintenance.

Supv Kassel stated I thought we just said they were going to expect us to cover maintenance cost to the end of 2021 and they would pay 100% of Bio-Tech for the next two years.

Supv Kramer stated they wanted to know if we would be able to keep maintaining at the current status through the end of FY 2021.

Supv Berube stated they are probably wanting to do it in line with the annual budget.



Harmony CDD  
April 29, 2021

Supv Kramer stated it is the same as we. What we are trying to do is get these numbers together so we will be able to do the budget. The question is - can the staff maintain the lake in its current condition until the end of the fiscal year 2021 without getting in the boats after June 1<sup>st</sup>.

Supv Berube stated Yes

Supv Scarborough seconded the motion.

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

Supv Kramer stated the next thing we need Board direction on is pursuant to Paragraph 9 of the Buck Lake agreement, the Buck Lake policies were agreed upon to be implemented by both CDDs. We are to prohibit gas powered boats for purposes other than rescue operations and not treat residents of Harmony differently than Harmony West. They wanted to know if we are good with sticking with those two policies until such time as the Boards can get together and amend those.

Supv Berube stated Yes.

Supv Kassel asked what does it mean not to treat the residents of Harmony West differently?

Supv Kramer responded Harmony West owns the lake right now, so the agreement says they will not treat our residents...

Supv Kassel stated so in order they cannot prohibit.

Supv Kramer stated they cannot cut us off.

Supv Kassel stated these policies are currently in place.

Supv Kramer stated they are currently in the agreement that our Board entered into.

Supv Berube stated the spirit of the letter was everybody has equal usage of the lakes, no discrimination, nobody owns more than half the lake, equal and just for both sides.

Supv Scarborough asked what does until amended mean?

Supv Kramer stated until both Boards agree to either add or change anything.

Harmony CDD  
April 29, 2021

Supv Berube stated the agreement was to go further but we never got together with Mr. Jerman on the final pricing of it, so it just ran month after month. We never finished the sit down of putting all the rules together, policies and all of that. Then he sold his interest to the new group and now this agreement comes forward and credit to them for saying we have to fix this.

Supv Kramer stated they are following the letter of the agreement and think we are in a good step there.

Supv Kramer MOVED to keep the Buck Lake usage policy as currently written.

Supv Leet asked is there a standing expectation of a revision that Harmony West wants to do?

Supv Kramer responded they did not make any indication that they want to change. They indicated as we go forward with lake management plan...

Supv Kassel stated that this was acceptable to them.

Supv Kramer stated right. They said these two are acceptable at this point until we agree on something different.

Supv Kassel seconded the motion.

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

Supv Kramer stated the last item and one of the requirements of the agreement is that there be a formal Buck Lake Management Plan. Their desire is for Bio-Tech to draft that plan and include information from the required permitting authorities, etcetera, on how to maintain and go forward with that. They presented a cost for that and our portion of the cost would not exceed \$2,175.00.

Supv Kassel stated that would not be included in the costs.

Supv Kramer stated this would be additional to actually maintaining the lake itself.

Supv Berube asked \$2,175.00 would be our half?

Harmony CDD  
April 29, 2021

Supv Kramer responded that would be our half and a not to exceed price. It will be done on an hourly basis and could come in under that. That would include Bio-Tech's staff time to do any presentations associated.

Supv Scarborough asked this is an evaluation?

Supv Kramer responded this is developing a full-blown lake management plan. It would be a comprehensive plan on how to keep that amenity preserved for both CDDs.

Supv Kassel stated that is still a lot.

Supv Scarborough asked if it is needed.

Supv Kramer stated it is required under the Buck Lake agreement the CDDs entered into with them.

Supv Berube stated it does say that, but it does not say you have to hire Bio-Tech, however, we are not the owners.

Supv Kramer stated I strongly encouraged them to get other bids and they said they do not want to do that.

<p>On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, the Harmony CDD portion of the Buck Lake Management Plan in an amount not to exceed \$2,175.00 was approved.</p>
--

Supv Kramer asked does anybody have anything to add or input I need to take back to the committee when we meet next? Are there any additional Buck Lake policies you would like to see instituted?

Supv Berube responded the major one is to try to keep it the way it is now which is a cool, calm, private lake with no noisy gas engines. It's a recreational serene lake. I think most residents appreciate that and if we could maintain it I think most people would be happy.

Supv Kramer stated I will give you some good news, in our discussions they say they are only going to have two entry points into the lake and both will be behind fenced gates of the HOA and will be strictly for canoe and kayak launch. The one thing that gives me a little anxiety is they will not have any maintained boats so they will be permitting private owners to bring their private boats. My concern is where have those

Harmony CDD  
April 29, 2021

private boats been before this. The possibility of introducing Hydrilla through the use of private boats.

Mr. van der Snel asked what happens if we come across a gas-powered boat or an air boat? Who enforces that?

Supv Berube responded it is their lake.

Supv Kramer stated it is their lake. The air boat I understand was Bio-Tech's, but they did not apparently realize that now that it is owned by a CDD it is now open to the public. Within their CDD they are going to come up with some sort of policy as we have for the pools and boat docks. You have to allow the public but since it is behind locked gates, they can sell a key card, pass or something.

Supv Berube stated very few people launch a boat from our side and I think unless they put a launching ramp in on their side, which seems unlikely, there will be very few boats that people are going to bring into the lake.

Supv Kramer asked any other input you want me to take back?

Supv Leet stated I do not know how this relates to the Lake Management Agreement but the West CDD owns the land that is around the canals, is that in the purview of the Buck Lake Committee? The question is there any thoughts on us having access to the butterfly trail going forward?

Supv Kramer responded during the construction period, no, because they have it silt screened off and everything, but I can bring that up with them.

Supv Scarborough stated everything is fine during the honeymoon phase but I worry about long-term bad blood and they want to prohibit access from us, and then it gets ugly.

Supv Berube stated the initial agreement, the spirit and letter of it, came out pretty well, equal on both sides, however, you now have new ownership over there. Probably if we can maintain a working and talking relationship, it should work out. We are next door neighbors, we share a name almost, you have to think they are professional managers and they do not want to have animus between people who are sharing a big body of water.

Supv Kramer stated we will work to maintain a good working relationship and again, things change as it changes from developer to homeowner. We are changing from developer to homebuilder, and then we will change from homebuilder to homeowners' associations and CDD Board.

Harmony CDD  
April 29, 2021

Supv Berube stated you mentioned gates and said they are maintained by the HOA or the CDD.

Supv Kramer stated the gates to launch areas are going to be maintained by the HOA. The CDD will own the lake and the HOA will control the access to the lake.

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

**A. Facilities Usage Applications**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**                      **Supervisors’ Requests**

**A. Consideration of Reserve Study**

Supv Kramer stated I think there is a situation where we need to evaluate, and I think we need to take a look at that and consult with our new engineer. We will push it forward until we have the new engineer onboard.

Supv Leet stated this relates to the Harmony West agreement but specifically to the Billy’s Trail issue. I asked Mr. Boyd if the survey quote we had back in December or January and was for staking out a portion of that parcel we own along Neighborhood K. With the fill work they have done I almost wonder if we should have that entire parcel staked out. I am not sure if we want to, as an action item we would want Mr. Boyd to do. I am just worried about the transitioning engineers that this is just going to sit there. They are done with the dewatering and is in a state now where you can get back there. If we want to do something to bring the parcel up to spec, we could start doing that now. The question is do we need to discuss it at next month’s meeting, can we proceed with the quote from December, do we need to have a new quote?

Supv Kramer responded I would think we would want to do a new quote, but we do have survey stakes out there. I was able to plot the existing surveying stakes and the stakes from the developer next door and not need to do a new survey. To get the area cleared so we are not going through the muck hole and further on out, we should be able to do that too.

Supv Leet stated so that would be something for action next month whether it is Servello.

Supv Kramer stated we can take a look at it as far as cutting whatever needs to be done. Brad had cut that area nicely. Is it easier to get through there now?

Harmony CDD  
April 29, 2021

Supv Leet responded somewhat. I know it is not following the outline of the parcel exactly, but it has been a couple of weeks since I have been back there.

Supv Kramer stated the bigger question is where it comes around the end of the development and into Billy's Trail.

Supv Leet stated there is fencing that needs to come out. I know we had permission from Mr. Jerman and think he stills owns part of it. Fore Star has acquired most of the parcel including Billy's Trail and the side trail. Just so the Board knows I did reach out to Fore Star just asking, because through the HOA we have done the maintenance of those side trails and all of that, I spoke with someone and waiting for them to contact back, that was specifically for Billy's Trail side of it.

Supv Kramer asked Fore Star owns it? I did not think they purchased that.

Supv Leet stated Fore Star owns right up to the line that cuts from Buck Lake to Cat Lake. The guy knew what I was talking about on the phone and he was looking at things on his side and will get back to me.

Supv Kramer asked who are you working with on that?

Supv Leet responded Alex Madison, Director of Development.

Supv Kramer stated I am working with Chris Tyree, the Developer and Chairman of the CDD.

Supv Leet asked do we need anything else as an action item next month for clearing out the parcel based on the survey stakes?

Supv Kramer responded I think what we should do before we survey anymore is find out if they are going to continue to let us go back in there. If they are not, I don't see any clearing out.

Supv Leet stated that would be a County enforcement issue, that is a pretty big chunk of trail, I don't think that is even something to consider. We are still waiting to hear back.

Ms. Suit stated follow up with them, let us know what you have, and we will put it on the agenda.

Supv Kramer stated for some reason I thought Mr. Jerman was maintaining that section so it surprises me that it was deeded over. They had offered to bring heavy equipment in, if necessary, to cut that back to connect to trail proper but if he no longer

Harmony CDD  
April 29, 2021

owns the trail no need to take that out if we cannot get to anything past the end of that.  
Let us get that resolved first.

Supv Leet stated the other thing I asked Mr. Boyd to look at is there is a new drainage structure that comes under our property west of Neighborhood K.

Supv Kramer asked is it an outflow structure?

Supv Leet responded yes.

Ms. Suit asked is it on their property or our property? It is CDD property, but still with the developer.

Supv Leet stated I think the outflow is maybe past. My question was is it graded enough so that going forward if we have trail access and actually making use of this does them putting the structure there turn our property into a swamp.

Supv Kramer stated I will try and get out there to look at that and talk to Robert about it.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Teresa Kramer  
Chair

**3B.**



**TO: Board of Supervisors, Harmony CDD**  
**FROM: Helena Randel, Accountant**  
**CC: Bob Koncar, District Manager**  
**DATE: May 13, 2021**  
**SUBJECT: April 2021 Financials**

---

Please find the attached April 2021 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Helena.Randel@Inframark.com.

**General Fund**

- Total Revenue through April is approximately 93% of the annual budget.
  - ▶ Non Ad Valorem Assessment collections are at 92%.
  
- Total Expenditures through April are at 57% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for two (2) meetings in November.
    - ProfServ-Engineering - Boyd Civil Engineering services.
    - ProfServ-Legal Services - Young Qualls, PA general counsel.
    - ProfServ-Trustee Fees - US Bank series 2014 and 2015 services
    - ProfServ-Property Appraiser - Annual fees charged by Katrina S Scarborough property appraiser's office.
    - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
    - Rental-Meeting Room - FY21 room rental services.
    - Legal Advertising - The district has placed advertisements with Sun Publications for meeting notifications, qualifying notices and litigation matters.
    - Insurance - Public Risk provides auto, general liability, inland marine and property insurance.
    - Misc.-Contingency - Includes ROA management services, zoom meeting setup and November website maintenance.
  - ▶ Field
    - ProfServ-Field Management - Florida Resource Mgmt. services and health/life insurance.
  - ▶ Landscaping Services
    - Contracts-Irrigation - New contract line item for Servello services.
  - ▶ Utilities
    - Electricity-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
    - Utility-Water & Sewer - Services provided by TOHO.
  - ▶ Operation & Maintenance
    - Communication-Telephone - The district has switched service providers from Sprint to Verizon.
    - R&M-Pools - Includes control leases for Ashley Park and splash pad, chemicals.
    - R&M-Parks & Facilities - Various supplies and repairs including repainting of trellis and pressure washing of pool house roof.
    - Misc.-Contingency - Includes environmental monitoring (\$3,500) and ancillary costs.
    - Misc.-Security Enhancements - Includes internet service and ancillary costs.
    - Capital Outlay-Other - Playground equipment.
    - Capital Outlay-Vehicles - Yamaha Umax.
    - Reserve-Renewal & Replacement - Truck rental and container lease \$4,060, Brownie's septic exhibit and settlement \$37,378 and utility trailer \$2,607.

**General Fund (continued)**

- ▶ Debt Service
  - Principal Debt Retirement - Principal portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund.
  - Interest Expense - Interest portion of VC1 debt service assessment 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*

*April 30, 2021*

**Prepared by**



**Table of Contents**

<b><u>FINANCIAL STATEMENTS</u></b>	Page #
Balance Sheet - All Funds .....	1
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund .....	2 - 4
Debt Service Funds .....	5 - 6
 <b><u>SUPPORTING SCHEDULES</u></b>	
Non-Ad Valorem Special Assessments .....	7
Cash and Investment Report .....	8

**HARMONY**  
Community Development District

**Financial Statements**

(Unaudited)

**April 30, 2021**

## Balance Sheet April 30, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 448,322	\$ -	\$ -	\$ 448,322
Investments:				
Money Market Account	1,638,555	-	-	1,638,555
Prepayment Account	-	111,476	183,396	294,872
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	1,424,210	854,662	2,278,872
Prepaid Items	2,911	-	-	2,911
<b>TOTAL ASSETS</b>	<b>\$ 2,089,788</b>	<b>\$ 2,142,999</b>	<b>\$ 1,378,058</b>	<b>\$ 5,610,845</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 53,819	\$ -	\$ -	\$ 53,819
Other Current Liabilities	1,000	-	-	1,000
<b>TOTAL LIABILITIES</b>	<b>54,819</b>	<b>-</b>	<b>-</b>	<b>54,819</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Prepaid Items	2,911	-	-	2,911
<b>Restricted for:</b>				
Debt Service	-	2,142,999	1,378,058	3,521,057
<b>Assigned to:</b>				
Operating Reserves	401,042	-	-	401,042
Reserves-Renewal & Replacement	40,215	-	-	40,215
Reserves - Sidewalks & Alleyways	213,208	-	-	213,208
Reserves-Uninsured Repairs	50,000	-	-	50,000
<b>Unassigned:</b>	1,327,593	-	-	1,327,593
<b>TOTAL FUND BALANCES</b>	<b>\$ 2,034,969</b>	<b>\$ 2,142,999</b>	<b>\$ 1,378,058</b>	<b>\$ 5,556,026</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 2,089,788</b>	<b>\$ 2,142,999</b>	<b>\$ 1,378,058</b>	<b>\$ 5,610,845</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 9,381	\$ 5,474	\$ 2,167	\$ (3,307)
Interest - Tax Collector	-	-	11	11
Special Assmnts- Tax Collector	1,876,212	1,876,212	1,712,054	(164,158)
Special Assessments-Tax Collector-VC1	(22,434)	(22,434)	-	22,434
Special Assmnts- Discounts	(75,048)	(75,048)	(55,273)	19,775
Other Miscellaneous Revenues	-	-	850	850
Access Cards	1,500	875	790	(85)
Facility Revenue	500	294	200	(94)
User Facility Revenue	5,000	2,919	16,056	13,137
<b>TOTAL REVENUES</b>	<b>1,795,111</b>	<b>1,788,292</b>	<b>1,676,855</b>	<b>(111,437)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	12,000	7,000	6,600	400
FICA Taxes	918	535	505	30
ProfServ-Arbitrage Rebate	1,200	600	-	600
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	9,500	5,544	12,674	(7,130)
ProfServ-Legal Services	90,000	52,500	52,311	189
ProfServ-Mgmt Consulting Serv	67,200	39,200	39,200	-
ProfServ-Property Appraiser	392	392	438	(46)
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,600	4,600	4,400	200
Postage and Freight	1,200	700	1,405	(705)
Rental - Meeting Room	3,600	3,600	2,750	850
Insurance - General Liability	25,177	25,177	25,238	(61)
Printing and Binding	1,000	581	180	401
Legal Advertising	1,000	581	442	139
Misc-Records Storage	150	91	-	91
Misc-Assessmnt Collection Cost	37,524	37,524	34,510	3,014
Misc-Contingency	5,000	2,919	1,000	1,919
Office Supplies	50	28	-	28
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>281,168</b>	<b>192,069</b>	<b>192,150</b>	<b>(81)</b>
<b>Field</b>				
ProfServ-Field Management	295,000	172,081	161,547	10,534
<b>Total Field</b>	<b>295,000</b>	<b>172,081</b>	<b>161,547</b>	<b>10,534</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Landscape Services</u></b>				
Contracts-Mulch	61,000	35,581	35,301	280
Contracts-Irrigation	-	-	2,200	(2,200)
Contracts - Landscape	267,000	155,750	155,253	497
Cntrs-Shrub/Grnd Cover Annual Svc	158,000	92,169	91,690	479
R&M-Irrigation	15,000	8,750	2,730	6,020
R&M-Trees and Trimming	40,000	23,331	1,100	22,231
Miscellaneous Services	32,000	18,669	9,656	9,013
<b>Total Landscape Services</b>	<b>573,000</b>	<b>334,250</b>	<b>297,930</b>	<b>36,320</b>
<b><u>Utilities</u></b>				
Electricity - General	35,000	20,419	22,894	(2,475)
Electricity - Streetlighting	90,000	52,500	59,643	(7,143)
Utility - Water & Sewer	140,000	81,669	55,857	25,812
<b>Total Utilities</b>	<b>265,000</b>	<b>154,588</b>	<b>138,394</b>	<b>16,194</b>
<b><u>Operation &amp; Maintenance</u></b>				
Communication - Telephone	5,500	3,206	1,739	1,467
Utility - Refuse Removal	3,000	1,750	1,557	193
R&M-Ponds	10,000	5,831	975	4,856
R&M-Pools	35,000	20,419	9,640	10,779
R&M-Roads & Alleyways	2,000	1,169	-	1,169
R&M-Sidewalks	15,000	8,750	92	8,658
R&M-Vehicles	15,000	8,750	2,248	6,502
R&M-User Supported Facility	20,000	11,669	7,570	4,099
R&M-Equipment Boats	6,000	3,500	1,977	1,523
R&M-Parks & Facilities	35,000	20,419	13,615	6,804
Miscellaneous Services	2,000	1,169	129	1,040
Misc-Contingency	10,000	5,831	5,731	100
Misc-Security Enhancements	6,500	3,794	1,827	1,967
Op Supplies - Fuel, Oil	5,000	2,919	1,159	1,760
Cap Outlay - Other	-	-	29,765	(29,765)
Cap Outlay - Vehicles	20,000	20,000	11,145	8,855
Reserve - Renewal&Replacement	30,000	30,000	44,045	(14,045)
Reserve - Sidewalks & Alleyways	60,000	60,000	14,136	45,864
<b>Total Operation &amp; Maintenance</b>	<b>280,000</b>	<b>209,176</b>	<b>147,350</b>	<b>61,826</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	-	-	12,260	(12,260)
Interest Expense	-	-	14,340	(14,340)
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>26,600</b>	<b>(26,600)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,694,168</b>	<b>1,062,164</b>	<b>963,971</b>	<b>98,193</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	100,943	726,128	712,884	(13,244)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	(26,600)	(26,600)	-	26,600
Contribution to (Use of) Fund Balance	74,343	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>47,743</b>	<b>(26,600)</b>	<b>-</b>	<b>26,600</b>
Net change in fund balance	\$ 74,343	\$ 699,528	\$ 712,884	\$ 13,356
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>1,322,085</b>	<b>1,322,085</b>	<b>1,322,085</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,396,428</b>	<b>\$ 2,021,613</b>	<b>\$ 2,034,969</b>	



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 3,114	\$ 1,820	\$ 43	\$ (1,777)
Special Assmnts- Tax Collector	1,245,641	1,245,641	1,147,822	(97,819)
Special Assmnts- Prepayment	-	-	111,476	111,476
Special Assmnts- Discounts	(49,826)	(49,826)	(37,057)	12,769
<b>TOTAL REVENUES</b>	<b>1,198,929</b>	<b>1,197,635</b>	<b>1,222,284</b>	<b>24,649</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	24,913	24,913	23,137	1,776
<b>Total Administration</b>	<b>24,913</b>	<b>24,913</b>	<b>23,137</b>	<b>1,776</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	640,000	-	-	-
Principal Prepayments	-	-	25,000	(25,000)
Interest Expense	535,800	267,900	267,900	-
<b>Total Debt Service</b>	<b>1,175,800</b>	<b>267,900</b>	<b>292,900</b>	<b>(25,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,200,713</b>	<b>292,813</b>	<b>316,037</b>	<b>(23,224)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(1,784)	904,822	906,247	1,425
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(1,784)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(1,784)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (1,784)	\$ 904,822	\$ 906,247	\$ 1,425
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>1,236,752</b>	<b>1,236,752</b>	<b>1,236,752</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,234,968</b>	<b>\$ 2,141,574</b>	<b>\$ 2,142,999</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 2,270	\$ 1,323	\$ 27	\$ (1,296)
Special Assmnts- Tax Collector	908,123	908,123	801,337	(106,786)
Special Assmnts- Other	-	-	26,600	26,600
Special Assmnts- Prepayment	-	-	181,349	181,349
Special Assmnts- Discounts	(36,325)	(36,325)	(25,871)	10,454
<b>TOTAL REVENUES</b>	<b>874,068</b>	<b>873,121</b>	<b>983,442</b>	<b>110,321</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	18,162	18,162	16,153	2,009
<b>Total Administration</b>	<b>18,162</b>	<b>18,162</b>	<b>16,153</b>	<b>2,009</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	395,000	-	-	-
Principal Prepayments	-	-	335,000	(335,000)
Interest Expense	471,838	235,919	235,919	-
<b>Total Debt Service</b>	<b>866,838</b>	<b>235,919</b>	<b>570,919</b>	<b>(335,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>885,000</b>	<b>254,081</b>	<b>587,072</b>	<b>(332,991)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(10,932)	619,040	396,370	(222,670)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	26,600	26,600	-	(26,600)
Contribution to (Use of) Fund Balance	15,668	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>42,268</b>	<b>26,600</b>	<b>-</b>	<b>(26,600)</b>
Net change in fund balance	\$ 15,668	\$ 645,640	\$ 396,370	\$ (249,270)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>981,688</b>	<b>981,688</b>	<b>981,688</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 997,356</b>	<b>\$ 1,627,328</b>	<b>\$ 1,378,058</b>	

**HARMONY**

Community Development District

**Supporting Schedules**

**April 30, 2021**

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2021**

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 2021</b>				\$ 3,964,294	\$ 1,853,780	\$ 1,242,841	\$ 867,673
Allocation %				100%	46.76%	31.35%	21.89%
11/06/20	15,669	848	320	16,837	7,873	5,279	3,685
11/19/20	202,796	8,622	4,139	215,557	100,799	67,579	47,179
12/07/20	2,112,191	89,804	43,106	2,245,102	1,049,853	703,859	491,390
12/22/20	211,731	8,632	4,321	224,684	105,067	70,440	49,177
01/08/21	52,144	1,646	4,064	57,854	27,053	18,138	12,663
01/08/21	5,767	182	118	6,067	2,837	1,902	1,328
02/08/21	32,834	860	670	34,364	16,069	10,773	7,521
02/08/21	3,601	20	73	3,695	1,728	1,158	809
03/08/21	726,858	7,544	14,834	749,236	350,357	234,892	163,987
03/08/21	266	-	5	271	127	85	59
04/12/21	100,000	42	2,041	102,083	47,736	32,004	22,343
04/12/21	5,355	-	109	5,464	2,555	1,713	1,196
<b>TOTAL</b>	<b>\$ 3,469,213</b>	<b>\$ 118,201</b>	<b>\$ 73,800</b>	<b>\$ 3,661,215</b>	<b>\$ 1,712,054</b>	<b>\$ 1,147,822</b>	<b>\$ 801,337</b>

Collected in % 92%

<b>TOTAL OUTSTANDING</b>	<b>\$ 303,079</b>	<b>\$ 141,726</b>	<b>\$ 95,018</b>	<b>\$ 66,336</b>
--------------------------	-------------------	-------------------	------------------	------------------

Note <sup>(1)</sup>: Parcel # 30-26-32-2614-TRAC-VC10 has been removed from the tax roll.

Note <sup>(2)</sup>: Debt service prepayments were received during the budget process resulting in variances between assessments budgeted and assessments placed on roll.

**Cash and Investment Report**  
*April 30, 2021*

**General Fund**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$448,322
Money Market Account	BankUnited	Money Market Account	n/a	0.20%	\$1,638,555
<b>Subtotal</b>					<b>\$2,086,877</b>

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$111,476
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$1,424,210
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$183,396
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$854,662
<b>Subtotal</b>					<b>\$3,521,057</b>
<b>Total</b>					<b>\$5,607,934</b>

**3C.**

**Harmony**

**Community Development District**

**General Fund**

**Invoice Approval Report # 253**

**May 13, 2021**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<b>BERGER, TOOMBS, ELAM</b>	352904	R	\$ 4,400.00
		Vendor Total	<u>\$ 4,400.00</u>
<b>BOYD CIVIL ENGINEERING</b>	02978	A	\$ 1,311.25
	02979	A	\$ 1,213.75
	Vendor Total		<u>\$ 2,525.00</u>
<b>BRIGHT HOUSE NETWORKS - ACH</b>	028483501043021 ACH	R	\$ 109.98
	028483401040721 ACH	R	\$ 123.98
	Vendor Total		<u>\$ 233.96</u>
<b>CARDMEMBER SERVICES</b>	040821-0832 ACH	R	\$ 1,865.39
	042721 ACH	R	\$ 2,726.31
	Vendor Total		<u>\$ 4,591.70</u>
<b>FLORIDA RESOURCE MGT LLC-ACH</b>	020926 ACH	R	\$ 2,725.46
	022748 ACH	R	\$ 8,502.68
	023407 ACH	R	\$ 7,758.72
	023422 ACH	R	\$ 786.78
	022031 ACH	R	\$ 8,582.89
	Vendor Total		<u>\$ 28,356.53</u>
<b>INFRAMARK, LLC</b>	63577	A	\$ 5,610.30
		Vendor Total	<u>\$ 5,610.30</u>
<b>ORLANDO UTILITIES COMMISSION-ACH</b>	04/09/21-9921 ACH	R	\$ 11,603.61
		Vendor Total	<u>\$ 11,603.61</u>
<b>PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS</b>	RI1072620 ACH	R	\$ 490.00
	RI1072621 ACH	R	\$ 90.00
	Vendor Total		<u>\$ 580.00</u>
<b>POOLSURE</b>	101295617137	R	\$ 465.80
	101295616959	R	\$ 35.00
	101295617527	R	\$ 345.00
	101295616958	R	\$ 60.00
	Vendor Total		<u>\$ 905.80</u>
<b>SANDRA L. SCHNEIDER dba JAMMIN PLAYGROUNDS INC.</b>	INV-0330	R	\$ 400.00
		Vendor Total	<u>\$ 400.00</u>
<b>SERVELLO &amp; SONS INC</b>	19002	R	\$ 39,667.17
	19070	R	\$ 653.42
	19116	R	\$ 2,200.00
	Vendor Total		<u>\$ 42,520.59</u>

Harmony

Community Development District

General Fund

Invoice Approval Report # 253

May 13, 2021

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
TEM SYSTEMS, INC.	INV14379	R	\$ 58.00
		Vendor Total	<u>\$ 58.00</u>
TOHO WATER AUTHORITY - ACH		R	\$ 16,675.27
		Vendor Total	<u>\$ 16,675.27</u>
UNITEDHEALTHCARE INS-ACH	430480071891 ACH	R	\$ 1,628.50
		Vendor Total	<u>\$ 1,628.50</u>
VERIZON - ACH	9877530410 ACH	R	\$ 437.43
		Vendor Total	<u>\$ 437.43</u>
WASTE CONNECTIONS OF FL.	1329343	R	\$ 225.00
		Vendor Total	<u>\$ 225.00</u>
YOUNG QUALLS, P.A.	16228	A	\$ 6,915.00
		Vendor Total	<u>\$ 6,915.00</u>

**Total Invoices \$ 127,666.69**



**HARMONY**

Community Development District

**Check Register**

**April 1 - April 30, 2021**

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 4/1/21 to 4/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b><u>BANK UNITED GF - (ACCT#XXXX9494)</u></b>							
<b>CHECK # 358</b>							
04/06/21	Vendor	FEDEX	7-314-86391	SRVCS THRU 03/23/21	Postage and Freight	001-541006-51301	\$21.80
							<b>Check Total</b>
							<b>\$21.80</b>
<b>CHECK # 359</b>							
04/06/21	Vendor	NORTH SOUTH SUPPLY, INC.	3393710	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$9.70
04/06/21	Vendor	NORTH SOUTH SUPPLY, INC.	3393709	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$22.05
							<b>Check Total</b>
							<b>\$31.75</b>
<b>CHECK # 360</b>							
04/06/21	Vendor	POOLSURE	101295615547.	APR ASHLEY PARK CNTRLR LEASE	R&M-Pools	001-546074-53910	\$60.00
04/06/21	Vendor	POOLSURE	101295615548.	APR SPLASH PAD CNTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
							<b>Check Total</b>
							<b>\$95.00</b>
<b>CHECK # 361</b>							
04/06/21	Vendor	SUN PUBLICATIONS DBA	287754	03/25/21 FY21 MEETING NOTICE	Legal Advertising	001-548002-51301	\$63.32
							<b>Check Total</b>
							<b>\$63.32</b>
<b>CHECK # 369</b>							
04/13/21	Vendor	HARMONY CDD C/O U.S. BANK	040621-1	TXFR TAX COLLECT SER 2014	Due to other Funds	131000	\$227,876.40
							<b>Check Total</b>
							<b>\$227,876.40</b>
<b>CHECK # 370</b>							
04/13/21	Vendor	HARMONY CDD C/O U.S. BANK	040621-2	TRXR TAX COLLECT SER 2015	Due to other Funds	131000	\$159,088.96
							<b>Check Total</b>
							<b>\$159,088.96</b>
<b>CHECK # 371</b>							
04/13/21	Vendor	HARMONY CDD C/O U.S. BANK	040621-3	2015 VC1 FY21 ASSESSMENTS	Principal Debt Retirement	001-571001-51701	\$12,260.28
04/13/21	Vendor	HARMONY CDD C/O U.S. BANK	040621-3	2015 VC1 FY21 ASSESSMENTS	Interest Expense	001-572001-51701	\$14,339.79
							<b>Check Total</b>
							<b>\$26,600.07</b>
<b>CHECK # 372</b>							
04/16/21	Vendor	ADVANCED MARINE SERVICES	112162	BATTERY	R&M-Equipment Boats	001-546223-53910	\$162.99
04/16/21	Vendor	ADVANCED MARINE SERVICES	112784	BATTERIES	R&M-Equipment Boats	001-546223-53910	\$303.98
04/16/21	Vendor	ADVANCED MARINE SERVICES	112783	2 BATTERIES	R&M-Equipment Boats	001-546223-53910	\$303.98
							<b>Check Total</b>
							<b>\$770.95</b>
<b>CHECK # 373</b>							
04/16/21	Vendor	AUSTIN ENVIRONMENTAL	9022	ENVIRONMENTAL MONITORING	Misc-Contingency	001-549900-53901	\$1,550.00
							<b>Check Total</b>
							<b>\$1,550.00</b>
<b>CHECK # 374</b>							
04/16/21	Vendor	DIGITAL ASSURANCE	52420	DISSEMINATION SVCS 2021	ProfServ-Dissemination Agent	001-531012-51301	\$1,500.00
							<b>Check Total</b>
							<b>\$1,500.00</b>

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 4/1/21 to 4/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 375</b>							
04/16/21	Vendor	HARMONY CDD	041221	TRXR FROM CK TO BU MM	Cash with Fiscal Agent	103000	\$150,000.00
							<b>Check Total</b>
							<u>\$150,000.00</u>
<b>CHECK # 376</b>							
04/16/21	Vendor	HARMONY CDD C/O U.S. BANK	041421-1	TRXR TAX COLLECT SER 2014	Due to other Funds	131000	\$33,112.85
							<b>Check Total</b>
							<u>\$33,112.85</u>
<b>CHECK # 377</b>							
04/16/21	Vendor	HARMONY CDD C/O U.S. BANK	041421-2	TRXR TAX COLLECT SER 2015	Due to other Funds	131000	\$23,117.30
							<b>Check Total</b>
							<u>\$23,117.30</u>
<b>CHECK # 378</b>							
04/16/21	Vendor	POOLSURE	101295616613	4/5 SWIM CLUB BLEACH AND ACID	R&M-Pools	001-546074-53910	\$367.50
							<b>Check Total</b>
							<u>\$367.50</u>
<b>CHECK # 379</b>							
04/16/21	Vendor	RJ WHIDDEN & ASSOC, INC.	2729	RV STORAGE PARK THRU 3/31/21	R&M-User Supported Facility	001-546159-53910	\$2,310.00
							<b>Check Total</b>
							<u>\$2,310.00</u>
<b>CHECK # 380</b>							
04/16/21	Vendor	TAX COLLECTOR	032421-0000	PARCEL R192632-000000120000 SCHOOLHOUSE RD	Misc-Contingency	001-549900-53910	\$63.61
							<b>Check Total</b>
							<u>\$63.61</u>
<b>CHECK # 381</b>							
04/30/21	Vendor	BOYD CIVIL ENGINEERING	02929	ENG SRVCS THRU 03/28/21	ProfServ-Engineering	001-531013-51501	\$2,737.50
							<b>Check Total</b>
							<u>\$2,737.50</u>
<b>CHECK # 382</b>							
04/30/21	Vendor	INFRAMARK, LLC	62481	APRIL MANAGEMENT SRVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,600.00
04/30/21	Vendor	INFRAMARK, LLC	62481	APRIL MANAGEMENT SRVCS	Postage and Freight	001-541006-51301	\$11.73
04/30/21	Vendor	INFRAMARK, LLC	62481	APRIL MANAGEMENT SRVCS	Printing and Binding	001-547001-51301	\$35.45
							<b>Check Total</b>
							<u>\$5,647.18</u>
<b>CHECK # 383</b>							
04/30/21	Vendor	YOUNG QUALLS, P.A.	16211	GENERAL COUNSEL THRU 03/31/21	ProfServ-Legal Services	001-531023-51401	\$8,272.45
							<b>Check Total</b>
							<u>\$8,272.45</u>
<b>ACH #DD824</b>							
04/02/21	Vendor	WASTE CONNECTIONS OF FL.	1324533 ACH	04/01/21-04/30/21 Waste Removal	Utility - Refuse Removal	001-543020-53910	\$225.00
							<b>ACH Total</b>
							<u>\$225.00</u>
<b>ACH #DD825</b>							
04/02/21	Vendor	WASTE CONNECTIONS OF FL.	1319818 ACH	03/01/21-03/31/21 Waste Removal	Utility - Refuse Removal	001-543020-53910	\$225.00
							<b>ACH Total</b>
							<u>\$225.00</u>

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 4/1/21 to 4/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>ACH #DD828</b>							
04/02/21	Vendor	VERIZON - ACH	9869031494	11/20/20-12/12/20 542375492-00001	Communication - Telephone	001-541003-53910	\$741.30
							<b>ACH Total</b>
							<u>\$741.30</u>
<b>ACH #DD829</b>							
04/02/21	Vendor	VERIZON - ACH	9871144878	12/13/20-01/12/21 542375492-00001	Communication - Telephone	001-541003-53910	\$437.25
							<b>ACH Total</b>
							<u>\$437.25</u>
<b>ACH #DD830</b>							
04/02/21	Vendor	VERIZON - ACH	9875388377	02/13/21-03/12/21 542375492-00001	Communication - Telephone	001-541003-53910	\$437.25
							<b>ACH Total</b>
							<u>\$437.25</u>
<b>ACH #DD831</b>							
04/02/21	Vendor	VERIZON - ACH	9873257583	01/13/21-02/12/21 542375492-00001	Communication - Telephone	001-541003-53910	\$437.25
							<b>ACH Total</b>
							<u>\$437.25</u>
<b>ACH #DD832</b>							
04/02/21	Vendor	VERIZON - ACH	9871144878-CREDIT	INITIAL CREDIT FROM VERIZON	Communication - Telephone	001-541003-53910	(\$1,885.99)
							<b>ACH Total</b>
							<u>(\$1,885.99)</u>
<b>ACH #DD833</b>							
04/19/21	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1067351	04/02/21-05/01/21 12X60 OFFICE TRAILER	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
							<b>ACH Total</b>
							<u>\$490.00</u>
<b>ACH #DD834</b>							
04/19/21	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1067352	04/02/21-05/01/21 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
							<b>ACH Total</b>
							<u>\$90.00</u>
<b>ACH #DD835</b>							
04/15/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501033021 ACH	03/28/21-04/27/21 0050284835-01	Misc-Security Enhancements	001-549911-53910	\$99.98
							<b>ACH Total</b>
							<u>\$99.98</u>
<b>ACH #DD836</b>							
04/15/21	Vendor	TOHO WATER AUTHORITY - ACH	031921 ACH	02/17/21-03/17/21 Water	Utility - Water & Sewer	001-543021-53903	\$7,059.34
							<b>ACH Total</b>
							<u>\$7,059.34</u>
<b>ACH #DD837</b>							
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	1.SUNOCO-GAS	001-552030-53910	\$44.26
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	2.PLASTICPLACE-DOG POTTY BAGS	001-546225-53910	\$303.48
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	3.HOME DEPOT-HDGE TRMR,FRTLZR,RAKES,TOOLS,ETC	001-546225-53910	\$221.30
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	4.AMAZON-NITRILE GLOVES	001-546225-53910	\$184.99
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	5.SUNOCO-GAS	001-552030-53910	\$46.38
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	6.PAYPAL-EBAYINSECTICIDE	001-546225-53910	\$70.49
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	7.AMAZON-NO PARKING ANYTIME SIGN	001-546225-53910	\$19.95
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	8.7-ELEVEN-GAS	001-552030-53910	\$44.00
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	9.SUNOCO-DIESEL	001-552030-53910	\$63.78
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	10.7-ELEVEN-TRUCK GAS	001-552030-53910	\$55.00
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	11.AMAZON-MOTOR OIL	001-546104-53910	\$44.02

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 4/1/21 to 4/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	12.AMAZON-DPD	001-546074-53910	\$27.72
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	13.AMAZON-POOL TEST KIT	001-546074-53910	\$35.85
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	14.DR TREND MICRO-ANTI VIRUS & SECURITY RENEWAL	001-549900-53910	\$53.95
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	15.AMAZON-2 SOCCER GOALS	001-546225-53910	\$151.90
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	16.APPLE.COM-ICLOUD STORAGE 03/01-04/01/21	001-549900-53910	\$2.99
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	17.AMAZON-2 FRONT TIRES	001-546104-53910	\$149.66
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	18.AMAZON-2 MARINE ROPES	001-546225-53910	\$39.78
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	19.AMAZON-3 WASP & NORNET KILLER SPRAYS	001-546225-53910	\$14.91
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	20.AMAZON-BOAT SEAT	001-546223-53910	\$64.99
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	21.AMAZON-BOAT SEAT	001-546223-53910	\$55.99
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	22.AMAZON-MARINE CLEANER & PROTECTANT	001-546223-53910	\$48.84
04/05/21	Vendor	CARDMEMBER SERVICES	030921-0832 ACH	CC PURCH THRU 03/09/21	23.AMAZON-ACID STAINING SPRAYER	001-546074-53910	\$68.82
<b>ACH Total</b>							\$1,813.05
<b>ACH #DD838</b>							
04/23/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401040721 ACH	04/05/21-05/05/21 0050284834-01 INTERNET	Misc-Security Enhancements	001-549911-53910	\$123.98
<b>ACH Total</b>							\$123.98
<b>ACH #DD839</b>							
04/23/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	020926 ACH	PAYROLL PE 03/07/21	ProfServ-Field Management	001-531016-53901	\$2,725.46
<b>ACH Total</b>							\$2,725.46
<b>ACH #DD840</b>							
04/23/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	021351 ACH	PAYROLL PE 02/12/21	ProfServ-Field Management	001-531016-53901	(\$3,917.85)
<b>ACH Total</b>							(\$3,917.85)
<b>ACH #DD841</b>							
04/23/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	022748 ACH	PAYROLL PE 04/18/21	ProfServ-Field Management	001-531016-53901	\$8,502.68
<b>ACH Total</b>							\$8,502.68
<b>ACH #DD842</b>							
04/29/21	Vendor	TOHO WATER AUTHORITY - ACH	040121-8389 ACH	03/01/21-04/01/21 UTILITY SRVC	Utility - Water & Sewer	001-543021-53903	\$292.29
<b>ACH Total</b>							\$292.29
<b>ACH #DD844</b>							
04/29/21	Vendor	ORLANDO UTILITIES COMMISSION-ACH	04/09/21-9921 ACH	03/09/21-04/09/21 UTILITY SRVCS	Electricity - General	001-543006-53903	\$3,042.27
04/29/21	Vendor	ORLANDO UTILITIES COMMISSION-ACH	04/09/21-9921 ACH	03/09/21-04/09/21 UTILITY SRVCS	Electricity - Streetlighting	001-543013-53903	\$8,561.34
<b>ACH Total</b>							\$11,603.61
<b>ACH #DD846</b>							
04/20/21	Vendor	UNITEDHEALTHCARE INS-ACH	430480071891 ACH	MAY MED/DENTAL/VISION INSURANCE	ProfServ-Field Management	001-531016-53901	\$1,628.50
<b>ACH Total</b>							\$1,628.50
<b>ACH #DD847</b>							
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	SUNOCO-GAS	001-552030-53910	\$66.30
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	JAMI TIRE PLUS-VEHICLE TIRES	001-546224-53910	\$27.95
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	HOME DEOT-TOOLS/PAINT/MOTION SENSOR	001-546225-53910	\$72.62

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Bank Account

For the Period from 4/1/21 to 4/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	GLACIER WATER VENDING	001-549900-53910	\$1.85
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	GLACIER WATER VENDING	001-549900-53910	\$1.85
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	GLACIER WATER VENDING	001-549900-53910	\$1.85
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	GLACIER WATER VENDING	001-549900-53910	\$1.85
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	PUBLIX-STAFF WATER	001-549900-53910	\$30.00
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-4 VALVES	001-546225-53910	\$72.07
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-MICROBURST REFILL PACKS	001-546225-53910	\$63.86
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	7-ELEVEN-GAS	001-552030-53910	\$56.00
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-BASKETBALL RIM	001-546225-53910	\$33.98
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-IPHONE SCREEN PROTECTOR	001-549900-53910	\$11.65
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-CLR REMOVER	001-546225-53910	\$22.98
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-PATIO UMBRELLAS	001-546074-53910	\$95.98
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	7-ELEVEN-GAS	001-552030-53910	\$18.00
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	SUNOCO-GAS	001-552030-53910	\$36.97
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	D'S ACE HARDWARE-PVC CUTTER	001-546041-53902	\$19.98
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	WAWA-TRUCK GAS	001-552030-53910	\$50.00
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-RECESED LIGHTING FIXTURES	001-546074-53910	\$25.99
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-RECIPROCATING SAW	001-546225-53910	\$82.79
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-BASKETBALL RIM	001-546225-53910	\$33.98
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	APPLE.COM-ICLOUD STORAGE THRU 5/1/21	001-549900-53910	\$2.99
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-SPRAY BOTTLES	001-546225-53910	\$13.94
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-MULE DRIVE BELT	001-546224-53910	\$69.99
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	INDEED-IRRIGATION JOB POSTING	001-549900-53910	\$389.70
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-LOTION SKIN CLEANSER REFILL	001-546225-53910	\$67.47
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-INK CARTRIDGES	001-549900-53910	\$64.48
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-HOT WATER RAINWAVE	001-546225-53910	\$52.60
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	AMAZON-PAINT BRUSH	001-546225-53910	\$16.49
04/30/21	Vendor	CARDMEMBER SERVICES	040821-0832 ACH	CC PURCH THRU 04/08/21	PAYPAL-PAIR ATV TIRES	001-546224-53910	\$359.23
<b>ACH Total</b>							<b>\$1,865.39</b>
<b>ACH #DD848</b>							
04/30/21	Vendor	CARDMEMBER SERVICES	042721 ACH	PREPAY TO FREE UP AVAILABLE BALANCE SO BOARD APPRO	Prepaid Items	155000	\$2,726.31
<b>ACH Total</b>							<b>\$2,726.31</b>
<b>ACH #DD849</b>							
04/30/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	022031 ACH	PAYROLL PE 04/04/21	ProfServ-Field Management	001-531016-53901	\$8,582.89
<b>ACH Total</b>							<b>\$8,582.89</b>
<b>Account Total</b>							<b>\$687,529.33</b>

**Monthly Credit Card Purchases**

**Apr-21**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
03/26/21	Amazon	Return Acid Staining Sprayer	(68.82)
03/10/21	Sunoco	Gas	66.30
03/10/21	Jami Tires Plus	Vehicle Tires	27.95
03/15/21	Home Depot	Tools/Paint/Motion Sensor	72.62
03/15/21	Glacier Water Vending	Vending Machine (no receipt)	1.85
03/15/21	Glacier Water Vending	Vending Machine (no receipt)	1.85
03/15/21	Glacier Water Vending	Vending Machine (no receipt)	1.85
03/15/21	Glacier Water Vending	Vending Machine (no receipt)	1.85
03/15/21	Publix	Staff Water	30.00
03/22/21	Amazon	4 Valves	72.07
03/22/21	Amazon	Microburst Refill Packs	63.86
03/24/21	7-Eleven	Gas	56.00
03/25/21	Amazon	Basketball Rim	33.98
03/26/21	Amazon	Iphone Screen Protector	11.65
03/29/21	Amazon	CLR Remover	22.98
03/30/21	Amazon	Patio Umbrellas	95.98
03/31/21	7-Eleven	Gas	18.00
04/01/21	Sunoco	Gas	36.97
04/01/21	D's Ace Hardware	PVC Cutter	19.98
04/02/21	Wawa	Truck Gas	50.00
04/02/21	Amazon	Recessed Lighting Fixtures	25.99
04/02/21	Amazon	Reciprocating Saw	82.79
04/02/21	Amazon	Basketball Rim	33.98
04/05/21	Apple.com	Icloud Storage thru 5/1/21	2.99
04/05/21	Amazon	Spray Bottles	13.94
04/06/21	Amazon	Mule Drive Belt	69.99
04/07/21	Indeed	Irrigation Job Posting	389.70
04/07/21	Amazon	Lotion Skin Cleanser Refill	67.47
04/07/21	Amazon	Ink Cartridges	64.48
04/08/21	Amazon	Hot Water Rainwave	52.60
04/08/21	Amazon	Paint Brush	16.49
04/08/21	Paypal	Pair ATV Tires	359.23
		<b>TOTAL</b>	<b>1,796.57</b>

## **Fourth Order of Business**



**4C**

**From:** [Teresa Kramer](#)  
**To:** [Slaughter, Mona](#)  
**Subject:** FW: Harmony - site visit  
**Date:** Monday, May 17, 2021 7:10:03 PM  
**Attachments:** [image001.png](#)

---

---

**From:** Amy Templeton <Amy.Templeton@osceola.org>  
**Sent:** Monday, May 17, 2021 4:50 PM  
**To:** Teresa Kramer <teresa@harmonyccd.org>  
**Cc:** Jane Adams <Jane.Adams@osceola.org>  
**Subject:** FW: Harmony - site visit

Good Afternoon,

As we discussed earlier today, below is information I emailed regarding the dog park, last year. Jane Adams with our Development Review office can address the Site Development Plan process and what will be required. Jane can also discuss the requirements for parking, including the process for alternative parking arrangements for the multi-family project. I have copied Jane in this email.

Feel free to reach out to me with additional questions.

Respectfully,

Amy Templeton  
Zoning Manager  
Community Development  
Board of County Commissioners  
1 Courthouse Square, Suite 1400  
Kissimmee, Florida 34741  
[Amy.Templeton@osceola.org](mailto:Amy.Templeton@osceola.org)  
407-742-0285 (Direct)  
407-742-0200 (Main)



-----Original Message-----

**From:** Amy Templeton  
**Sent:** Sep 1, 2020 10:51 AM  
**To:** 'Steve Berube'  
**Cc:** Phoenie A Burnett  
**Subject:** RE: Harmony - site visit

Good Morning,.

Long Range Planning staff and I reviewed the Harmony Planned Development in regards to your inquiry for a dog park and playground. As we discussed, last week, Harmony would like to do the following:

- on Parcel 3026323117000P00D0 a dog park and
- on Parcel 3026323117000P00E0 a playground.

On the Harmony Master Development Plan these referenced parcels are in the OS area which is designated for

Recreation/Open Space which allows for Dog Parks and Parks. These requested uses are permitted uses. In order to develop the site with these referenced park uses, a Site Development Plan (SDP) is required.

Sidewalks may be required along the entire frontage of each park. Due to the parcels being isolated from where people live, there should be parking provided at the parks. Either the access drive and/or street in front should have parking. I am not sure if the CDD has rights to the access drive between the 2 parks, however, the entrance and parking may work best off the access drive. It looks like there may be sufficient area adjacent to the access drive between the 2 parcels to accommodate parallel parking spaces and sidewalks. Other alternatives may be proposed.

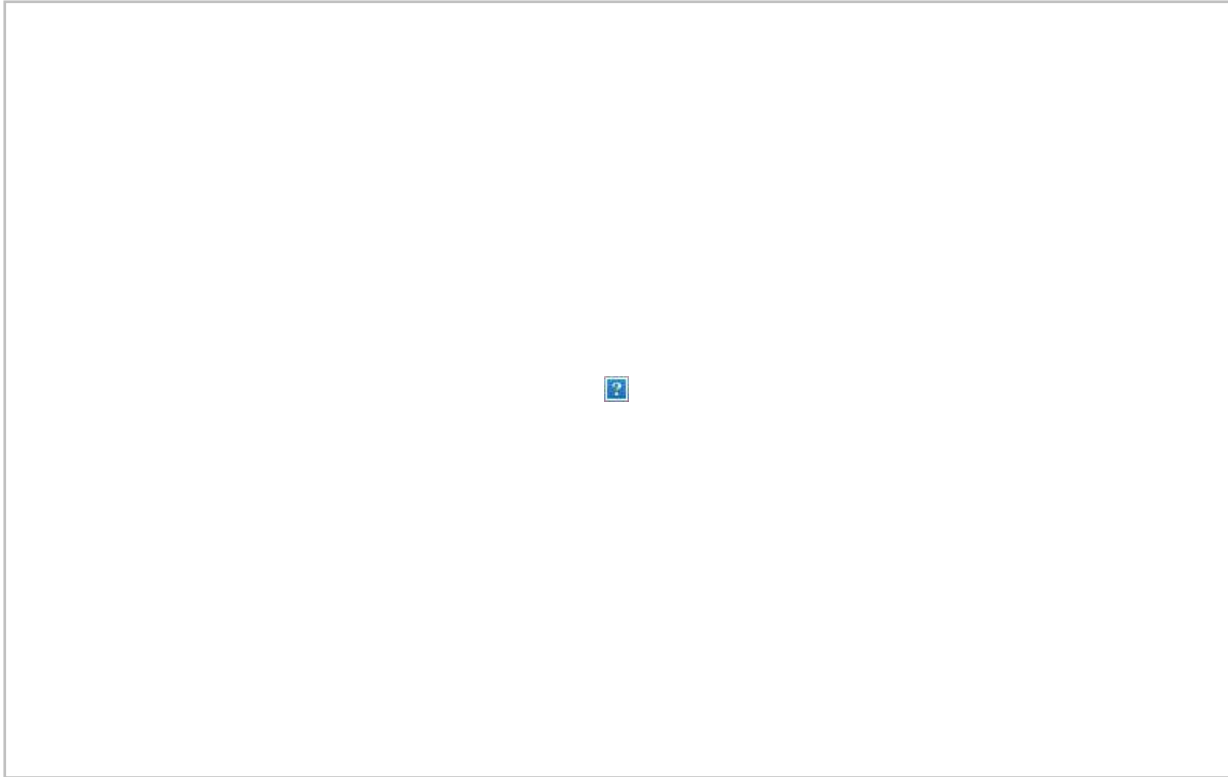
I hope this information assists, you.

Please feel free to contact me with any additional questions.

Respectfully,

Amy

**SUBJECT PROPERTY**



Amy Templeton  
Zoning Manager  
Community Development  
Board of County Commissioners  
1 Courthouse Square, Suite 1400  
Kissimmee, Florida 34741  
[Amy.Templeton@osceola.org](mailto:Amy.Templeton@osceola.org)  
407-742-0285 (Direct)  
407-742-0200 (Main)



**From:** Steve Berube [<mailto:spberube@earthlink.net>]  
**Sent:** Thursday, August 27, 2020 10:51 PM  
**To:** Amy Templeton <[Amy.Templeton@osceola.org](mailto:Amy.Templeton@osceola.org)>  
**Subject:** Re: Harmony - site visit

**[EXTERNAL EMAIL] - This email originates outside of Osceola County Government. Do not click links or open attachments unless you recognize and confirm the sender's email address. If you are unsure if an email is safe or not, please forward the email to [itsecurity@osceola.org](mailto:itsecurity@osceola.org)**

Thank you.  
I've scheduled time with our engineer next week to go over the "greenery" shielding idea and fencing placement, etc;  
We will also visit the proposed dog park and swing sites so he can do the SDP for those as well. The Board approved the dog park tonight btw.  
We will get it all right and nice I can promise you that.  
Thanks for coming out and providing your insight.  
Steve

Sent from my iPhone

On Aug 27, 2020, at 5:34 PM, Amy Templeton <[Amy.Templeton@osceola.org](mailto:Amy.Templeton@osceola.org)> wrote:

Good Afternoon,

It was nice to meet you today. I appreciate the information you provided for the outdoor storage site. It was very helpful.

I just wanted to reach out to you to let you know I have provided information on the dog park and playground sites to our Long Range Planning staff for comment and will follow up with you as soon as we determine the process that will be required.

Respectfully,

Amy

Amy Templeton  
Zoning Manager  
Community Development  
Board of County Commissioners  
1 Courthouse Square, Suite 1400  
Kissimmee, Florida 34741  
[Amy.Templeton@osceola.org](mailto:Amy.Templeton@osceola.org)  
407-742-0285 (Direct)  
407-742-0200 (Main)

<image001.png>

Make Osceola Count

---

Please Note: Florida has a very broad Public Records Law. E-mails to this entity or its employees may be considered a public record. Your e-mail communication, including your email address may be disclosed to the public and media at any time.

Make Osceola Count



---

Please Note: Florida has a very broad Public Records Law. E-mails to this entity or its employees may be considered a public record. Your e-mail communication, including your email address may be disclosed to the public and media at any time.

---

Please Note: Florida has a very broad Public Records Law. E-mails to this entity or its employees may be considered a public record. Your e-mail communication, including your email address may be disclosed to the public and media at any time.

---

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

## **Sixth Order of Business**

**6A.**

**6Aii**



## Tom MacCubbin's Bio and Fee Schedule

Tom MacCubbin is known to gardeners in Florida through his radio, television, and newspaper contributions. A retired extension environmental horticulturist with the University of Florida in Orange County, MacCubbin has degrees in Horticulture from the University of Maryland and advanced studies from the University of Florida. Readers are familiar with his question-and-answer gardening columns and feature articles for *The Orlando Sentinel*, while others may recognize him as a co-host of *Orange County Gardening* on cable television and weekly horticulture reports on *Central Florida News 13*. His 30 year radio program *Better Lawns & Gardens* is broadcast over twenty-five Florida stations.

The National Association of County Agriculture Agents has recognized his media contributions with numerous awards, including awards for the best state personal column, best news photo story, best news column, and best television program. His *Better Lawns & Gardens* radio program was judged best in the nation for 1998 & 2000; in 1999, he was presented the AT&T Communications Award in the Best Videotape/Television category as a regional winner for his role as co-host of *Orange County Gardening*. In 2001 he received an Award of Excellence for work as a county horticulture agent and for effective involvement with media programming, from the National Council of State Garden Clubs, Inc. He has been honored with the Best Horticulture Writer Award by the Florida Nurseryman and Growers Association, and was granted the Garden Communicators Award by the American Nurseryman's Association. In June 2007 Tom was recognized nationally as the teacher of the year by the American Horticultural Society.

MacCubbin is the author of many books:

*Florida Home Grown: Landscaping* 1987 - Rev 1997

*Florida Home Grown* - 1997

*Florida Home Grown 2: The Edible Landscape* - 1998

*Month by Month Gardening in Florida* 1999 revised 2006

*My FL Garden: A Gardener's Journal* 2000

*The Perfect Florida Lawn* - 2004

*The Florida Lawn Guide* - 2007

Florida Gardener's Resource co-author 2010

Florida Month-By-Month Gardening - 2014

He is co-author of the *Florida Gardener's Guide* - 2002

Contributor to the *Sunset National Garden Book* - 1997

In March of 2007 Tom was promoted to the distinguished position of Extension Agent Emeritus with the University of Florida upon his retirement after 36 years of service. Since retirement he has become a well recognized horticulture consultant for residential and commercial properties.

**Fee Schedule**

A fee of \$50 is charged for travel outside Orange and Seminole Counties for each trip needed.

- Each hour or portion thereof - \$100.00 per hour consultation
- On site soil acidity testing - included
- On site hand written recommendations - included
- In-depth computer generated reports and recommendations - at hourly rate
- Extended soil tests via a lab \$50 each
- Extended insect, nematode and disease diagnosis via a lab \$100 each
- Other services - consultation fee plus cost.

## **Seventh Order of Business**

**7A**

**7Aiii.**



Application #: 000929-11

Permit#: 49-01058

## UPDATED MAINTENANCE PLAN

This document is in response to the request for an Updated Maintenance Plan that was included in the letter from SFWMD dated March 11, 2021. It presents the Updated Maintenance Plan for the on-site wetland and upland preservation areas within the Harmony Community in east Osceola County and includes the maintenance procedures that are currently being implemented.

**PROPERTY LOCATION** The property is located north of US-192 approximately 10 miles east of St. Cloud. The property is bound on the south and west by US-192, by Buck Lake to the north, and by Cat Lake and the Big Bend Swamp to the east. A location map and aerial photograph have been provided as Figures 1 and 2, respectively.

**BACKGROUND** The maintenance activities are associated with compliance with the special conditions of SFWMD Environmental Resource Permit 49-01058-P, which authorized 21.79 acres of wetland impacts for the development of the 1,381-acre mixed-use development. As mitigation to offset these impacts, 464.80 acres of onsite wetlands were preserved as well as 2.5 acres of xeric oak uplands. These areas were placed under a conservation easement, and an associated monitoring/maintenance program was stipulated by permit.

**MAINTENANCE METHODOLOGY** In 2018, the invasive weed, *Lygodium microphyllum*, was identified along the southern shoreline of Buck Lake within Harmony's lakefront Conservation Area. In 2019, the Field Services staff of the Harmony Community Development District (HCDD) began a treatment program targeting Old World Climbing Fern (*Lygodium microphyllum*) growing in all of the Conservation Areas under the ownership of the HCDD. This program has been ongoing since that time. Currently, staff is spending between 16 and 32 man hours per week, weather permitting, in treating this invasive weed.

Due to the fact that the HCDD owned Conservation Areas are located in and around areas with heavy residential populations and active recreational use, the HCDD has chosen a treatment method which limits the risk of impact to the surrounding human population. Treatment is accomplished by hand cutting the vines at chest height and then spraying until wet the remaining rooted plant with a 3% glyphosphate solution for aquatic application. If needed, a non-ionic surfactant (Cide-Kick) is added to the glyphosphate solution to ensure effective treatment. This treatment begins at the outer edge of each Conservation Area, then working inward toward the center of the infestation.

Once initial treatment is accomplished, the area is revisited within 3-6 months of the initial treatment for inspection and retreatment of any regrowth of the Old World Climbing Fern.

**AREAS WHERE INITIAL TREATMENT COMPLETED** Initial treatment has been completed in Conservation Areas W-6, W-7, W-8, W-10, and the lakefront area along the south shore of Buck Lake. Additionally, initial treatment has begun in the southern portion of Conservation Area W4A-1. A total of 98.51 acres,

which includes 58.51 acres of Conservation Areas and 40.3 acres of Buck Lake southern shoreline have received initial treatment. Follow-up inspections/spot treatment are being completed in these areas. (The Buck Lake southern shoreline was removed from designation as a Conservation Area and from the boundary of the CDD in 2001, but is being treated to ensure protection). Below is a Table showing completed initial treatment and planned treatment.

Conservation Area under HCDD Ownership (also Buck Lakefront)	Acres w/ Initial Trmt Completed 09/2019 to 05/2021	Acres Remaining to be Inspected/Treated as of 05-01-2021
W4A-1	17.3	62.7
W4B	0	1
W5	0	10.42
W6	22.24	0
W7	4.54	0
W8	10.43	0
W10	4.0	0
W13	0	2.09
W14	0	2.67
W-17	0	1.64
Buck Lake southern shoreline	40.3	0
Total	98.51	80.52

**FUTURE TREATMENT** Treatment has begun in Conservation Area W4A-1, 80 acres of which is under the ownership of HCDD. Treatment will continue to move north through this wetland during the remaining months of 2021 and the first half of 2022, with the goal of completing initial treatment of HCDD’s portion of W4A-1 prior to July 1 of 2022, with 15 acres completed by September 15, 2021, and additional 15 acres by January 1, 2022, and the remaining 32.7 acres by July 1, 2022. Treatment will then move to the smaller Conservation Areas W4B, W5, W9, W13, and W14, with the goal of completing the initial treatment of all Conservation Areas under HCDD ownership by October of 2022.

# TREATMENT AREAS



Red highlighted areas with identifiers (W#) are Wetland Conservation Areas owned and within the boundaries of the Harmony Community Development District. The red highlighted area bordering the south shore of Buck Lake was removed from the Harmony CDD boundary and SFWMD Conservation Areas in June of 2001.



**EVIDENCE OF TREATMENT** Following is a series of photos showing the treatment regimen used by HCDD Field Services and a map of the Conservation Areas under HCDD ownership.



*Lygodium microphyllum* growing in Conservation Area within the Golf Course



Cutting of *Lygodium microphyllum* to eradicate aerial growth and limit amount of herbicide application required



Spot spraying until wet of *Lygodium microphyllum* with glyphosphate 3% to eradicate remaining rooted growth



## IDENTIFIED AREAS WITHIN GOLF COURSE CONSERVATION AREA

**Golf Course Conservation Area—West Starred Location**  
**First Edge Treatment, Treatment Continuing—Photo taken April 3, 2021**



GPS Longitude        -81.1438397777778  
GPS Latitude         28.1937048333333



**Golf Course Conservation Area—South Starred Location--Area Treated (Photo Taken April 3, 2021)**



GPS Longitude -81.144783166667

GPS Latitude 28.192219888889



**Golf Course Conservation Area—East Starred Location--Area Treated (Photo Taken April 3, 2021)**



GPS Longitude -81.1445249722222

GPS Latitude 28.1920970277778

**7B.**

**7Bi.**

Harmony Community Development District Counsel Report  
5.27.2021

1. Inframark LLC District Management Agreement

- In addition to the existing management services, Inframark will provide an onsite infrastructure management team.
- We have been working with Supervisor Kassel and Inframark's Chris Tarase on a favorable agreement for both parties.
- We initially were redlining Inframark's proposed new agreement, but after much consideration we took the existing agreement and modified the additional infrastructure management services as an addendum.
- As of the date of this writing, May 19, 2021, we have a conference call with Inframark to discuss Inframark's feedback to our proposed modification.

2. Pegasus District Engineer Agreement (Attachment 1)

- Agreement negotiation and review. Manager provided that Pegasus has offered a discounted rate and we have negotiated that Pegasus will not charge for travel to and from regular meetings.

3. Enclave at the Lakes Plat Easements, Agreement, and Resolution (Attachment 2)

- Worked closely with Madam Chair, District Engineer, and Developer counsel in reviewing these documents.
- Agreement: CDD acceptance of property and maintenance obligations for streetlights and pond maintenance once certain conditions are met to satisfy CDD standards.
- Access Easement: grants CDD perpetual access in order to maintain streetlights in Tract K-100 and stormwater infrastructure within Tract K-900.
- Maintenance Easement: provides the CDD with the right to access and maintain drainage infrastructure located within Tract K-900 on the Plat.

4. Servello Landscape Agreements Ratification (Attachment 3)

- The District and Servello entered into a landscape maintenance contract in July 2017 for a two (2) year term ending in September 2019 and the option of two 1-year renewal terms.
- The Contract was first renewed in November 2019 and amended to not include certain parcels of private property.
- The first renewal year ended in September 2020 and the Parties continued performing under the contract and are therefore in the second renewal year which ends in September 2021.
- In April 2021, irrigation services were added to the agreement.
- **Action Request:** Consideration of Resolution ratifying these agreements and addendums entered into by the District.

5. Servello Tree Trimming Addendum

- Working with Servello to pause tree trimming operations until notice that the disease ridden vegetation has been cured.

- As of the date of this writing, May 19, 2021, we are finalizing the addendum to this effect with Servello.

#### 6. Dock-Ters Footbridge Repair Agreement

- Worked with Madam Chair in drafting. Negotiated with Contractor from 30 day to 75 day commencement due to Contractor workload. Work to begin in late July. Executed.

#### 7. CEPRA Landscape Agreement

- Worked with Madam Chair in drafting. Awaiting the execution of this agreement if CEPRA agrees to the state law E-Verify provision.

#### 8. Arrow Pavement Sidewalk Agreement

- Worked with Madam Chair in drafting. After negotiation, Arrow Pavement agreed to enroll in the state law E-Verify provision. Executed.

#### 9. CDD Parcels on Tax Roll Discussion (Attachment 4)

- Excellent discussion with the Honorable Bruce Vickers, Tax Collector.
- Parcel 19-26-32-0000-0012-0000 has been removed from the Tax Roll. (Attached)
- Parcel 24-26-31-0000-0012-0000 is still pending. We have reached out the Property Appraiser as directed by the Tax Collector.



**2.**

**AGREEMENT BETWEEN THE HARMONY COMMUNITY DEVELOPMENT DISTRICT AND PEGSUS ENGINEERS LLC., FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_ 2021, by and between:

**Harmony Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located within the County of Osceola, Florida and with an address of c/o Inframark, 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (“District”); and

**Pegasus Engineering, LLC.**, a Florida limited liability company, with a business address of 301 W. SR 434, Suite 309, Winter Springs, Florida 32708 (“Engineer”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“Act”); and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors (“Board”) determined Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**1. SCOPE OF SERVICES.**

- a. The Engineer will provide general engineering services, including:
  - i. Preparation of any necessary reports and attendance at meetings of the Board.
  - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**2. REPRESENTATIONS.** The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in ~~the most expeditious and economical manner, and to the extent consistent with the best interests of District.~~
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized (“Work Authorization”). Authorization of services or projects under the contract shall be at the sole option of the District.

**4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

**6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

**7. SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**9. OWNERSHIP OF DOCUMENTS.**

- a. Subject to full payment for all services performed by Engineer, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the

District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**10. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**12. COST ESTIMATES.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor’s methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**13. INSURANCE.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit
\$1,000,000 Bodily Injury / Property Damage	

Professional Liability for  
Errors and Omissions \$2,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**15. AUDIT.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**16. INDEMNIFICATION.** Engineer agrees to indemnify, and hold the District and the District’s officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney’s fees, which may come against the District and the District’s officers and employees, to the extent caused ~~wholly or in part~~ by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To



the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**17. SOVEREIGN IMMUNITY.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

**18. PUBLIC RECORDS.** The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate



public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 566-1935, [KRISTEN.SUIT@INFRAMARK.COM](mailto:KRISTEN.SUIT@INFRAMARK.COM), OR AT 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747**

**20. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**21. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**22. CONFLICTS OF INTEREST.** The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**23. SUBCONTRACTORS.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

**24. INDEPENDENT CONTRACTOR.** The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**25. ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**26. THIRD PARTIES.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**27. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Osceola County, Florida.

**28. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to

recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**29. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys’ fees at all judicial levels.

**30. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

**31. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**32. NOTICES.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

**A. If to District:** Harmony Community  
Development District  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071  
Attn: District Manager

**With a copy to:** Young Qualls P.A. Tallahassee,  
216 South Monroe Street  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Pegasus Engineering, LLC.  
301 W. SR 434, Suite 309  
Winter Springs, Florida 32708  
Attn: Juan Fong, P.E.

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

which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

**33. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

**34. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day and year first above written.

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chairperson, Board of Supervisors

**PEGASUS ENGINEERING, LLC.,** a Florida Limited Liability Company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A: Hourly Fee Schedule**

**EXHIBIT A**  
HOURLY FEE SCHEDULE.

DRAFT



**3.**

**Prepared by and  
return to:**

Timothy R. Qualls  
 Young Qualls, P.A.  
 216 South Monroe Street  
 Tallahassee, FL 32301

**AGREEMENT REGARDING PROPERTY  
 LOCATED WITHIN ENCLAVE AT LAKES OF HARMONY**

This Agreement Regarding Property Located Within Enclave at Lakes of Harmony (this “**Agreement**”) is made this \_\_\_\_ day of May, 2021, between the **Harmony Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes (“**CDD**”) and **Harmony Florida Land LLC**, a Delaware limited liability company (“**HFL**”).

**RECITALS**

- A. HFL is in the process of platting that certain property described on the draft plat attached hereto as **Exhibit “A”** and made a part hereof by reference (the “**Plat**”); and
- B. HFL requested the CDD to execute the Plat, as it is anticipated that the CDD shall own certain property located within the boundary of the Plat; and
- C. The CDD agrees to execute the Plat, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, based upon good and valuable consideration and mutual covenants of the parties hereinafter recited, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference.
2. **Effective Date and Term of Agreement:** This Agreement shall commence and become effective upon the last of either party to execute this Agreement. This Agreement shall terminate automatically on the later to occur of the following events:
  - a. Issuance of the District Engineer Certification (defined below).
  - b. The CDD’s execution of the OUC Lighting Service Agreement (defined below).
  - c. HFL’s recording of the Access Easement (defined below).
  - d. HFL’s recording of the Maintenance Easement (defined below).
3. **CDD’s Acceptance of Fee Simple Interest in Property Within Plat, Maintenance Obligations, and Easements.** HFL acknowledges and agrees that notwithstanding any provision in the Plat to the contrary, the CDD shall not accept fee simple interest in any



lands within the Plat, including Tract K-400 and Tract K-600 (collectively, the “**Proposed CDD Lands**”), and shall not accept any easements in favor of the CDD (the “**CDD Easements**”), or maintenance obligations with respect to the CDD Easements until after construction of the project has been certified complete by Osceola County and until such time as the CDD’s Engineer certifies to the CDD in writing that all infrastructure constructed within the Proposed CDD Lands and CDD Easements is constructed in accordance with the CDD’s standards (the “**CDD Engineer Certification**”). The CDD shall deliver a copy of the CDD Engineer Certification to HFL within five (5) business days after the CDD Engineer’s completion of same.

4. **Streetlights within Plat and Agreement with OUC.** HFL represents and warrants to the CDD that HFL shall pay the Orlando Utilities Commission (“**OUC**”) in full for the streetlights to be located within the Plat, as and when required by OUC. Prior to the CDD assuming responsibility for maintenance and operations, HFL shall provide the CDD with evidence of payment for the streetlights within five (5) days of making payment for same (the “**Streetlights Payment Documentation**”). After HFL provides the Streetlights Payment Documentation to the CDD, HFL shall coordinate obtaining from OUC a service agreement for lighting service for property within the Plat, set up for execution by OUC and the CDD (the “**OUC Lighting Service Agreement**”). The form of OUC Lighting Service Agreement shall be in a form similar to the form of Agreement set forth on **Exhibit “B”** attached hereto and made a part hereof by reference. HFL shall provide the form of OUC Lighting Service Agreement for the CDD’s approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Once the OUC Lighting Service Agreement is approved by the CDD, the CDD shall execute the same and shall provide a signed copy to HFL.
5. **Access Easement over Tract K-100.** Immediately after the Plat is recorded in the Public Records of Osceola County, Florida, HFL shall execute and record the access easement set forth on **Exhibit “C”** attached hereto and made a part hereof by reference (the “**Access Easement**”), which access easement is in favor of the CDD and provides access to the CDD over Tract K-100 on the Plat. The CDD is a local government and in order to maintain streetlights in Tract K-100 and stormwater infrastructure within Tract K-900 , it must have perpetual access. HFL (or its successors in interest in title to Tract K-100 on the Plat, if HFL no longer owns such tract) shall ensure that the CDD has access at all times. HFL (or its successors in interest in title to Tract K-100 on the Plat, if HFL no longer owns such tract) shall provide the information necessary to access the gates.
6. **Maintenance Easement for Drainage Infrastructure within Tract K-900.** Immediately after the Plat is recorded in the Public Records of Osceola County, Florida, HFL shall execute and record the maintenance easement set forth on **Exhibit “D”** attached hereto and made a part hereof by reference (the “**Maintenance Easement**”), which maintenance easement is in favor of the CDD and provides the CDD with the right to maintain drainage infrastructure located within Tract K-900 on the Plat. The parties acknowledge that the CDD does not own the ponds located within Tract K-900 of the Plat, and does not maintain the landscaping around such ponds. If the landscape services provided in the future do not meet District standards, then the District shall not be liable and the owner of the ponds shall



11. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party hereto shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
12. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
13. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by the parties to this Agreement.
14. **Assignment.** Neither the CDD or HFL may assign this Agreement, nor any interest arising herein, without the written consent of the other.
15. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the CDD and HFL. This Agreement is solely for the benefit of the CDD and HFL, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement.
16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.
17. **Authority to Enter into this Agreement.** The CDD represents to HFL that the execution of this Agreement has been duly authorized by the board of supervisors of the CDD. HFL represents to the CDD that the execution and delivery of this Agreement by it has been duly authorized, and all requisite actions have been taken to make this Agreement valid, binding and enforceable upon HFL.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.
19. **Binding Nature.** This Agreement shall run with title to Tract K-100 and Tract K-900 of the Plat.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed the day and year set forth below.

**Harmony Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
[INSERT NAME OF CHAIR]  
Chair of the Board of Supervisors

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

**Harmony Florida Land LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: Richard Jerman  
Its: Vice President

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

EXHIBIT "A"

[DRAFT PLAT]

EXHIBIT "B"

[FORM OF OUC LIGHTING SERVICE AGREEMENT]

EXHIBIT "C"

[FORM OF ACCESS EASEMENT OVER TRACT K-100]

EXHIBIT "D"

[FORM OF MAINTENANCE AND ACCESS EASEMENT OVER TRACT K-900]



**RESOLUTION OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT PERTAINING TO THE PLAT OF ENCLAVE AT THE LAKES OF HARMONY**

**WHEREAS**, the Harmony Community Development District (the “HCDD”) is a special and single purpose local government with the power to maintain public infrastructure, and;

**WHEREAS**, the HCDD has reviewed the proposed Plat of Enclave at the Lakes of Harmony, attached hereto as Exhibit “A” (the “Enclave Plat”), and;

**WHEREAS**, the HCDD entered into that certain Agreement Regarding Property Located Within Enclave at Lakes of Harmony, dated as of \_\_\_\_\_, 2021, incorporated herein by reference and attached as Exhibit “B” (the “Agreement”) indicating the intent of the HCDD to accept property within the Enclave Plat, maintenance obligations, and easements, provided the conditions set out in said Agreement are met, and;

**WHEREAS**, the HCDD consents to own and maintain the property and/or infrastructure identified as being owned and maintained by the HCDD in the plat notes of the Enclave Plat, provided that such property is certified complete by Osceola County, Florida and has been inspected by the HCDD Engineer and certified as being constructed according to HCDD standards and;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HCDD AS FOLLOWS:**

Section 1. The foregoing recitals are hereby incorporated herein by reference.

Section 2. Either the Chair or the Vice Chair of the Board of Supervisors of the HCDD (the “Board”) is hereby authorized and directed, on behalf of and in the name of the HCDD, to approve, execute and deliver the HCDD’s signature on the Enclave Plat provided that the Agreement has been recorded in the Official Records of Osceola County.

Section 3. If any section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section of this Resolution shall not thereby be affected or impaired unless the remaining section or part of a section of this Resolution is wholly or necessarily dependent upon the section so held to be invalid or unconstitutional.

Section 4. This Resolution shall become effective upon adoption and execution.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**Harmony Community Development District**

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

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

Its: \_\_\_\_\_

Attest:

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

\_\_\_\_\_ [insert name], Secretary

This instrument prepared by and after recording return to:

Kristen K. Idle, Esq.  
Godbold, Downing, Bill, & Rentz, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

**ACCESS EASEMENT**

**THIS ACCESS EASEMENT** (this "**Easement Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), and is executed by **Harmony Florida Land LLC**, a Delaware limited liability company ("**Grantor**"), in favor of the **Harmony Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes ("**CDD**").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property located within the boundary of that certain Plat of Enclave at Lakes of Harmony, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Public Records of Osceola County, Florida (the "**Plat**"); and

**WHEREAS**, Tract K-100 of the Plat is the proposed main entry road within the Plat (the "**Roadway Parcel**"); and

**WHEREAS**, the legal description of the Roadway Parcel is set forth on **Exhibit "A"** attached hereto and made a part hereof by reference; and

**WHEREAS**, the CDD is a special and single purpose local government with the power to maintain infrastructure including stormwater and streetlight maintenance within the boundary of the CDD.

**WHEREAS**, the CDD must have access to the Easement Area via the Roadway Parcel in order to carry out its single purpose and such access must never be denied or impeded.

**WHEREAS**, Grantor desires and agrees to grant to the CDD an access easement for vehicular and pedestrian access, ingress and egress, on, over and across the Roadway Parcel (the "**Easement Area**"), to allow the CDD to access Tract K-400, Tract K-600, Tract K-900.

**NOW, THEREFORE**, for and 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. **Grant of Easement.** Grantor does hereby grant and convey to the CDD a perpetual, non-exclusive right, privilege and easement in and to the Easement Area for the benefit of the

CDD, for access, ingress and egress by pedestrian traffic and by motor vehicles on, over, and across the Easement Area for the purpose of providing access to and from Tract K-400, Tract K-600 and Tract K-900 of the Plat. Grantor affirms that the Easement Area is large enough for heavy equipment to access the ponds located within the Plat, and that Grantor (or Grantor's successors in interest in title to the Easement Area, if Grantor no longer owns the Easement Area) shall provide the CDD all information necessary to access the gates to the Easement Area at any time under any circumstance. The access provided in favor of the CDD over the Easement Area will provide the CDD with access to streetlights located within the Plat.

2. **Reservation of Rights.** Grantor reserves the right to use any portion of the Easement Area for any purpose not inconsistent with the use and enjoyment of the rights granted herein to the CDD, including, but not limited to, the right for Grantor or a homeowner's association to maintain the Easement Area.
3. **Binding Effect.** The benefits and burdens of the easement granted by this Easement Agreement shall run with title to the Roadway Parcel, and shall benefit and bind the owners thereof, and their respective successors-in-title, legal representatives and assigns. This Easement Agreement is for the benefit of the CDD.
4. **Governing Law.** This Easement Agreement shall be governed by and construed under the laws of the State of Florida.
5. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Easement Agreement as of the Effective Date.

GRANTOR:

**Harmony Florida Land LLC**, a Delaware limited liability company

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_  
Print Name: Richard Jerman  
Its: Vice President

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Richard Jerman, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company. He is  personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires:

Exhibit "A"

Tract K-100, ENCLAVE AT LAKES OF HARMONY, according to the plat thereof, as recorded in Plat Book \_\_, Page \_\_\_\_, Public Records of Osceola County, Florida.

This instrument prepared by and after recording return to:

Kristen K. Idle, Esq.  
Godbold, Downing, Bill, & Rentz, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

**MAINTENANCE EASEMENT**

**THIS MAINTENANCE EASEMENT** (this "**Easement Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), and is executed by **Harmony Florida Land LLC**, a Delaware limited liability company ("**Grantor**"), in favor of the **Harmony Community Development District**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes ("**CDD**").

**W I T N E S S E T H:**

**WHEREAS**, Grantor is the owner of certain real property located within the boundary of that certain Plat of Enclave at Lakes of Harmony, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Public Records of Osceola County, Florida (the "**Plat**"); and

**WHEREAS**, the CDD is a special and single purpose local government with the power to maintain infrastructure including streetlights and stormwater management ponds within the boundary of the CDD; and

**WHEREAS**, Tract K-900 of the Plat is an open space/stormwater tract within the Plat (the "**Stormwater Parcel**"); and

**WHEREAS**, the legal description of the Stormwater Parcel is set forth on **Exhibit "A"** attached hereto and made a part hereof by reference; and

**WHEREAS**, Grantor desires and agrees to grant to the CDD a maintenance easement on, over, under and through the Stormwater Parcel (the "**Easement Area**") to allow the CDD to maintain the drainage and streetlight infrastructure within the Easement Area.

**NOW, THEREFORE**, for and 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. **Grant of Easement.** Grantor does hereby grant and convey to the CDD a perpetual, non-exclusive right, privilege and easement in and to the Easement Area for the benefit of the CDD, for access, ingress and egress over the Easement Area for the purpose of the CDD maintaining the streetlights and drainage infrastructure within the Stormwater Parcel. Notwithstanding any provision in this Easement Agreement to the contrary, the CDD shall

not be held responsible for: (a) erosion located around the Stormwater Parcel that is caused by any third party (other than a third party employed or engaged by the CDD that causes such erosion), and (b) damage to the infrastructure within the Stormwater Parcel, that is caused by any third party (other than a third party employed or engaged by the CDD that damages such infrastructure).

2. **Reservation of Rights.** Grantor reserves the right to use any portion of the Easement Area for any purpose not inconsistent with the use and enjoyment of the rights granted herein to the CDD, including, but not limited to, the right for Grantor or a homeowner's association to maintain the Easement Area. In the event the CDD is required to access the ponds within the Easement Area with heavy equipment, the CDD shall use reasonable care and will not be held responsible for any incidental damage to the streets, landscape, or improvements.
3. **Binding Effect.** The benefits and burdens of the easement granted by this Easement Agreement shall run with title to the Stormwater Parcel, and shall benefit and bind the owners thereof, and their respective successors-in-title, legal representatives and assigns.
4. **Governing Law.** This Easement Agreement shall be governed by and construed under the laws of the State of Florida.
5. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Easement Agreement as of the Effective Date.

GRANTOR:

**Harmony Florida Land LLC**, a Delaware limited liability company

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_  
Print Name: Richard Jerman  
Its: Vice President

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Richard Jerman, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company. He is  personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires:

Exhibit "A"

Tract K-900, ENCLAVE AT LAKES OF HARMONY, according to the plat thereof, as recorded in Plat Book \_\_, Page \_\_\_\_, Public Records of Osceola County, Florida.

**4.**

**RESOLUTION 2021-\_\_**

**A RESOLUTION RATIFYING AND AFFIRMING THE AMENDED CONTRACT, RENEWAL YEAR, AND IRRIGATION ADDENDUM BETWEEN HARMONY COMMUNITY DEVELOPMENT DISTRICT AND SERVELLO & SONS, LLC, FOR THE PROVISION OF LANDSCAPE GROUNDS MAINTENANCE AND IRRIGATION SERVICES**

WHEREAS, the Harmony Community Development District (hereinafter the “District”) is special and single-purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance being situated within Osceola County, Florida; and

WHEREAS, on July 10, 2017, the District entered into an Initial Agreement with Servello & Sons, LLC (“Servello”), for the provision of landscaping services for a two-year term ending on September 30, 2019 with the option for two (2) one-year renewals.

WHEREAS, on December 19, 2019, the District and Servello executed an Amended Agreement to remove certain properties from the scope of services for a term beginning October 1, 2019 and ending September 30, 2020, pursuant to the provisions of section VII of the Initial Agreement and Section 287.057(13), Florida Statutes; and

WHEREAS, the Parties collectively continued to perform on the Amended Agreement through the present-day and are now in the second renewal year beginning October 1, 2020 and ending September 30, 2021.

WHEREAS, on April 8, 2021, the Parties executed an Irrigation Addendum to the Amended Contract, for Servello to provide irrigation maintenance services in exchange for a greater fee from the District.

WHEREAS, the District now desires to ratify and affirm the Amended Agreement, and second renewal year including the irrigation addendum; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT OF OSCEOLA COUNTY, FLORIDA;**

- 1. Recitals.** The recitals so stated are true and correct and by this reference are incorporated herein.
- 2. Authority for this Resolution.** This Resolution is adopted pursuant to the provisions of Florida law, Chapter 190, *Florida Statutes*.

**3. Approval and Ratification of the Amended Agreement, Renewal Term and Irrigation Addendum.** The District finds it to be in its best interest to, and hereby does, approve and ratify the District's executed Amended Agreement, Second Renewal Term, and Irrigation Addendum. The total amount being \$497,047.02 for the current contract year.

**4. Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**5. Conflicts.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of May, 2021, by the Board of Supervisors of the Harmony Community Development District, Osceola County, Florida.

---

Teresa Kramer  
Chair

---

Robert Koncar  
District Manager (Acting)

9.



CERTIFICATE OF CORRECTION OF TAX ROLL

DR-409 R. 04/16 Rule 12D-16.002 F.A.C. Eff. 04/16

Sections 197.131 and 197.122, Florida Statutes To: Tax Collector, Osceola County, Florida

Tax Roll ID #: \_\_\_\_\_

Please make the corrections below to the [X] Real Property [ ] Tangible Personal Property Tax Roll for 2020. Parcel ID: 19-26-32-0000-0012-0000. Name: HARMONY CDD. Address: 210 N UNIVERSITY DR STE 702 CORAL SPRINGS FL 33071. Tax roll description: COM AT SW COR OF 19-26-32, N00-19-04W351.11 FT TO POB; S75-12-33E 27.05 FT, S89-48-29E69 FT, S60-47-25E 73.78 FT, S63-38-40E 97.40 FT,

Refunds: [X] Refund less than \$2,500 Tax collector: determine refund. [ ] Refund \$2,500 or more Tax collector: send to DOR for action (s. 197.182, F.S.). [X] Material mistake of fact being corrected according to s. 197.122, F.S., within one year of approval of the tax roll according to s. 193.1142, F.S., on 7/27/2020 (enter date). Correction Type: [ ] Add to roll [ ] Delete from roll [ ] Back assess [ ] Correct description [ ] Correct name, address [ ] Combine with or [ ] Double with Parcel ID

Table with 3 columns: Values, Initial, Corrected. Rows include Just value (\$3,700 to \$2), Assessed or classified value, school (\$3,700 to \$2), Assessed or classified value, non-school (\$3,700 to \$2), Homestead, regular, Homestead, additional, Senior homestead, county, Senior homestead, municipal, Economic, Exempt value, non-homestead, school, Exempt value, non-homestead, non-school, Penalty, TPP, Other, Taxable value, school (\$3,700 to \$2), Taxable value, county (\$3,700 to \$2), Taxable value, municipal, TOTAL TAX (\$53.74 to \$.03).

Exemption and Assessment Limitations: [ ] Homestead, [ ] Disabled, [ ] Governmental, [ ] Disabled veteran, [ ] Deployed military, [ ] First responder spouse, [ ] Senior citizen homestead, [ ] Veteran service connected, [ ] 10% non-homestead limit, [ ] Disabled veteran confined to wheelchair, [ ] Surviving spouse of veteran who died on active duty, [ ] Senior citizen homestead - 25 year resident, [ ] Parent, grandparent assessment reduction. [ ] Widowed, [ ] Blind, [ ] Institutional, [ ] Disabled veteran discount, [ ] Veteran spouse, [ ] Save Our Homes change, [ ] Tangible personal property, [ ] Totally & permanently disabled, [ ] Other: \_\_\_\_\_. Adjusted Value: [X] Adjusted Value. [ ] Land, [ ] Building, [ ] Miscellaneous, [ ] Curtilage change, [ ] Number of residential units, [X] Other: Common Area Parcel owned by HOA. [ ] Square feet, [ ] Lot size, [ ] Acreage, [ ] Number of lots, [ ] Tangible personal property. Adjusted Use: [ ] Improvement, [ ] Commercial, [ ] Other: \_\_\_\_\_. [ ] Vacant, [ ] Allow agricultural classification. Reasons for correction Add pages, if needed. (Field will expand online.) Common Area Parcel owned by HOA

Ilene Y. Jimenez / [Signature] Deputy Appraiser Signature, property appraiser or deputy Title

4/20/21 Date

Received by:

[Signature] Signature, tax collector or deputy

RECEIVED APR 21 2021 TAX COLLECTOR

Title

Date

TAX COLLECTOR

BRUCE VICKERS, CFC, CFBTO, ELC.

OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2020

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R192632-000000120000		1179059		300

\*\*See back for code description

HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071

SCHOOLHOUSE RD

COM AT SW COR OF 19-26-32, N00-19-04W  
351.11 FT TO POB; S75-1  
See Additional Legal on Tax Roll

\$63.61

Paid 04/19/2021

Receipt # 121703464  
Paid By HARMONY CDD

MAILING ADDRESS: PO BOX 422105 • KISSIMMEE, FL 34742-2105

AD VALOREM TAXES							
TAXING AUTHORITY		MILL RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED	
OSCEOLA CO	407-742-1800	6.7000	3,700	0	3,700	24.79	
SAVE OSC MAN	407-742-1800	0.0652	3,700	0	3,700	0.24	
EMER MED SRV	407-742-1800	1.0682	3,700	0	3,700	3.95	
SCH STATE LW	407-870-4823	3.7780	3,700	0	3,700	13.98	
SCH LOCAL BD							
CAPITAL OUTLAY	407-870-4823	1.5000	3,700	0	3,700	5.55	
DISCRETIONARY	407-870-4823	0.7480	3,700	0	3,700	2.77	
SFWMD EVERG	561-686-8800	0.0380	3,700	0	3,700	0.14	
SO FL WATER	561-686-8800	0.1103	3,700	0	3,700	0.41	
SFWMD OKEE	561-686-8800	0.1192	3,700	0	3,700	0.44	
LIBRARY DIST	407-742-1800	0.3000	3,700	0	3,700	1.11	
SAVE OSC DBT	407-742-1800	0.0983	3,700	0	3,700	0.36	
TOTAL MILLAGE		14.5252	AD VALOREM TAXES				\$53.74

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
Fire Rescue Vacant Land	407-742-1800 @ 0.2165	8.02
NON-AD VALOREM ASSESSMENTS		\$8.02

COMBINED TAXES AND ASSESSMENTS	\$61.76
--------------------------------	---------

If Received By	Apr 30, 2021			
Please Pay	\$0.00			

BRUCE VICKERS, CFC, CFBTO, ELC.

OSCEOLA COUNTY TAX COLLECTOR 407-742-4000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2020

If Received By	Apr 30, 2021			
Please Pay	\$0.00			

MUST BE PAID IN U.S. FUNDS THROUGH A U.S. BANK (NO POST DATED CHECKS) TO BRUCE VICKERS, TAX COLLECTOR - PO BOX 422105 • KISSIMMEE, FL 34742

HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071



\*\*See back for code description

PARCEL ACCOUNT NUMBER	ESCROW CD	ALT KEY	EXEMPTION CODES	MILLAGE CODE
R192632-000000120000		1179059		300

Paid 04/19/2021 Receipt # 121703464

\$63.61

Paid By HARMONY CDD

RETURN WITH PAYMENT



# COPY

Bruce Vickers  
Osceola County Tax Collector

2501 E. Irlto Bronson Memorial Highway, Kissimmee, FL 34744

Transaction #	7098926
Cashier:	TD
Paid By:	HARMONY CDD
Posted Date:	04/19/2021 03:51PM
Received Via:	Mail
Num. Items:	1
Total Tendered:	\$63.61
Receipt #:	121703464
Batch:	823552
Drawer:	1217
Status:	Complete

Receipt				
Item	Details	Effective Date	Due	Paid
Real Estate	Acc# R192632-000000120000 Bill Yr: 2020 Regular Due: 03/31/2021	04/19/2021	\$63.61	\$63.61
	Total:		\$63.61	\$63.61
Payment	Details			Paid
Check	Chk#380			\$63.61
	Balance:			\$0.00

Harmony CDD  
210 North University Drive  
Suite 702  
Coral Springs, FL 33071

Bank United GF

Check No. 380

Date 04/16/2021  
Amount \$\*\*\*\*\*63.61

\*\*\*\*Sixty Three and 61/100 DOLLARS

Pay TAX COLLECTOR  
To the BRUCE VICKERS  
Order of: PO BOX 422105  
KISSIMMEE, FL 34742



Authorized Signature

Details on Back

Security Features Included

**7C**

**7Ci.**



# HARMONY

WHERE NATURE CALLS YOU HOME



## Field Services report.

April/May 2021

### 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.
- Power washing project continued small Pocket parks
- Storm drain project Five Oaks Dr Provided Quotes Sidewalks and Turf
- Refurbishing benches continued.
- Replaced Swing at Boardwalk.
- Repair common turf area between 3391 Sagebrush and 3393 Pending with Lennar.
- Providing legwork for East entrance Irrigation re-route project ( see Update )
- Swing damage H1 Repaired
- Sidewalk damage repair pending across School.
- Replaced Volleyball net.
- Sidewalk spot grinding performed.

**Transition to Inframark in progress at the making of this report.**

## **Ponds**

- See Pond report.

## **Pools Operations**

- Pools checked, chemically balanced, and cleaned daily.
- Replaced Umbrellas at Swimclub.

## **Boat Maintenance**

- All propellers weekly checked, and boats cleaned.

## **Buck Lake Activities**

- Boat Orientation held 15 attended

## **Access Cards**

- Approximately **45** ID cards have been made this month.

End of Report.

**7Cii.**

# COPY HARMONY CDD

## Gerhard van der Snel

Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass					
4/14/2021	Jonathan Platt	7:30 - 10:30 AM					2				X				
4/14/2021	Donald Rice	7:30 - 10:30 AM					2		X						
4/14/2021	William Gest	10:00 - 11:00 AM					1					X			
4/14/2021	David Fugere	1:00 - 4:00 PM					2			X					
4/14/2021	JOHN HOWARD	1:00 - 4:00 PM					8	X							
4/15/2021	Jonathan Platt	7:30 - 10:30 AM					2				X				
4/15/2021	Jonathan Bradshaw	7:30 - 10:30 AM					4	X							
4/15/2021	William Gest	10:00 - 11:00 AM					1					X			
4/15/2021	Charlene Siwula	1:00 - 4:00 PM					2	X							
4/15/2021	Tim Van den Akker	1:00 - 4:00 PM					4			X					
4/15/2021	BRYAN DESCHAMPS	1:00 - 4:00 PM					3		X						
4/16/2021	John Warner	7:30 - 10:30 AM					2				X				
4/16/2021	Jack and Shari Lubker	1:00 - 4:00 PM					4			X					
4/16/2021	David Fugere	1:00 - 4:00 PM					2		X						
4/16/2021	Maryalice Newborn	1:00 - 4:00 PM					5	X							
4/17/2021	May Jameson	1:00 - 4:00 PM					4		X						
4/17/2021	Franciele Oliveira	1:00 - 4:00 PM					4		X						
4/17/2021	May Jameson	1:00 - 4:00 PM					4			X					
4/17/2021	Samuel Gates	1:00 - 4:00 PM					7	X							
4/18/2021	Jonathan Bradshaw	7:30 - 10:30 AM				X	2	X							
4/18/2021	Donald Rice	7:30 - 10:30 AM				X	2		X						
4/18/2021	Davis Rivera	7:30 - 10:30 AM				X	4			X					
4/18/2021	Robert Cardaci	7:30 - 10:30 AM				X	4			X					
4/18/2021	Jerome Schletter	8:00 - 11:00 AM				X	2					X			
4/18/2021	Linda Allington	1:00 - 3:00 PM				X	1							X	
4/18/2021	David Bronson	1:00 - 4:00 PM				X	3	X							
4/18/2021	Linda Allington	1:00 - 3:00 PM				X	1							X	
4/18/2021	Keith Lash	1:00 - 4:00 PM				X	2		X						
4/19/2021	Linda Allington	1:00 - 4:00 PM	X				3		X						
4/19/2021	William Gest	1:00 - 4:00 PM	X				2			X					
4/21/2021	Brad Lehman	7:30 - 10:30 AM					0	X							
4/21/2021	Donald Robinson	1:00 - 4:00 PM					4	X							
4/22/2021	James Mead	1:00 - 4:00 PM					4	X							
4/23/2021	Charlene Siwula	1:00 - 4:00 PM					3			X					
4/24/2021	jason herrman	7:30 - 10:30 AM					6			X					

			6	29	309	30	17	29	9	3	0	9			
							<b>Total Passengers:</b>								
							309								
							<b>Total Trips:</b>								
							97								



Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Cancel	Key	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass					
4/24/2021	adam Kelley	7:30 - 10:30 AM					7	X							
4/24/2021	Camille Arce-Persia	1:00 - 4:00 PM					2				X				
4/24/2021	Carol Regalado	1:00 - 4:00 PM					8	X							
4/24/2021	Leni Caccavaio	1:00 - 4:00 PM					4		X						
4/24/2021	Charlene Siwula	1:00 - 4:00 PM					4			X					
4/25/2021	Jerome Schletter	7:30 - 10:30 AM				X	2			X					
4/25/2021	Donald Rice	7:30 - 10:30 AM				X	2		X						
4/25/2021	John Warner	7:30 - 10:30 AM				X	1				X				
4/25/2021	Camille Arce-Persia	12:30 - 3:30 PM				X	2				X				
4/25/2021	Franciele Oliveira	1:00 - 4:00 PM				X	6			X					
4/25/2021	John Warner	1:00 - 4:00 PM				X	2		X						
4/25/2021	Lori Isaac	1:00 - 4:00 PM				X	10	X							
4/25/2021	John Warner	1:00 - 4:00 PM				X	2	X							
4/28/2021	William Gest	1:00 - 4:00 PM					2	X							
4/28/2021	David Fugere	1:00 - 4:00 PM					3		X						
4/28/2021	David Fugere	1:00 - 4:00 PM					3			X					
4/29/2021	David Fugere	1:00 - 4:00 PM					3		X						
4/29/2021	David Fugere	1:00 - 4:00 PM					3			X					
4/30/2021	Wanda Butler	7:30 - 10:30 AM					3			X					
4/30/2021	William Gest	1:00 - 4:00 PM					2			X					
4/30/2021	David Bronson	1:00 - 4:00 PM					3	X							
5/1/2021	Patrick Conley	7:30 - 10:30 AM					2			X					
5/1/2021	Darrell House	1:00 - 4:00 PM					3	X							
5/1/2021	Charlene Siwula	1:00 - 4:00 PM					2			X					
5/2/2021	Donald Rice	7:30 - 10:30 AM				X	2			X					
5/2/2021	Jerome Schletter	7:30 - 10:30 AM				X	2		X						
5/2/2021	Amanda Corcoran	1:00 - 4:00 PM				X	3		X						
5/2/2021	David Bronson	1:00 - 4:00 PM				X	3			X					
5/2/2021	Joshua Gutman	1:00 - 4:00 PM				X	4	X							
5/2/2021	Jacob Bensinger	1:00 - 4:00 PM				X	3			X					
5/3/2021	Jonathan Bradshaw	7:30 - 10:30 AM	X				6	X							
5/3/2021	Cyrene Mills	1:00 - 4:00 PM	X				3	X							
5/3/2021	Charlene Siwula	1:00 - 4:00 PM	X				2			X					
5/5/2021	Rodrigo Mella	12:00 - 2:00 PM					1							X	
5/5/2021	Rodrigo Mella	12:00 - 2:00 PM					1							X	
5/5/2021	Rodrigo Mella	12:00 - 2:00 PM					1							X	
5/5/2021	James Mead	1:00 - 4:00 PM					4	X							
5/5/2021	Jonathan Bradshaw	1:00 - 4:00 PM					2	X							

			6	29	309	30	17	29	9	3	0	9				
					<b>Total Passengers:</b>											
					309											
					<b>Total Trips:</b>		97									

Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments	
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass						
5/6/2021	James Mead	1:00 - 4:00 PM					4	X								
5/7/2021	Charlene Siwula	1:00 - 4:00 PM					4	X								
5/7/2021	Robin Hubel	1:00 - 4:00 PM					4			X						
5/8/2021	Rafael Casallas	7:30 - 10:30 AM					4			X						
5/8/2021	Robert Martz	7:30 - 10:30 AM					4	X								
5/8/2021	jason herrman	7:30 - 10:30 AM					2				X					
5/8/2021	Daniel Peterson	1:00 - 4:00 PM					1							X		
5/8/2021	Tony Donnelly	1:00 - 4:00 PM					4		X							
5/8/2021	Daniel Peterson	1:00 - 4:00 PM					1							X		
5/8/2021	John Warner	1:00 - 4:00 PM					6			X						
5/8/2021	Daniel Peterson	1:00 - 4:00 PM					1							X		
5/8/2021		1:00 - 4:00 PM					4	X								
5/8/2021	Daniel Peterson	1:00 - 3:30 PM					1							X		
5/9/2021	Lori Isaac	7:30 - 10:30 AM		X			6			X						
5/9/2021	Donald Rice	7:30 - 10:30 AM		X			2		X							
5/9/2021	Ronald Young	7:30 - 10:30 AM		X			2	X								
5/9/2021	jason herrman	7:30 - 10:30 AM		X			3				X					
5/9/2021	Amanda Corcoran	1:00 - 4:00 PM		X			3			X						
5/9/2021	Carol Regalado	1:00 - 4:00 PM		X			8	X								
5/10/2021	James Mead	1:00 - 4:00 PM	X				4	X								
5/12/2021	Cherry Young	7:30 - 10:30 AM					3			X						
5/12/2021	Robert Martz	7:30 - 10:30 AM					2				X					
5/12/2021	Carol Regalado	1:00 - 4:00 PM					8	X								
5/13/2021	BRYAN DESCHAMPS	1:00 - 4:00 PM					4			X						
			6	29			309	30	17	29	9	3	0	9		
							<b>Total Passengers:</b>									
							309									
							<b>Total Trips:</b>	97								

**7Ciii.**



## Facebook report April/May 2021

***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 April 16th, a resident asked a question about gaining access to their project in the back of their house. CDD manager provided information.

On April 16th, a resident notified CDD field manager, dog park water nozzle would not turn off. CDD field services responded

On April 19th, a resident informed CDD field services manager about the Tavern delivering alcohol to guests at the swim club pool.

On April 22nd, a resident notified CDD field services, water is sprinkling on a vacant lot In the Estates. CDD responded it has been reported to TOHO

On April 24th, a resident notified CDD field services manager his address to come and collect the free Live Oak tree. CDD field services picked up tree.

On April 30th, a resident notified CDD manager water was not shutting off at the faucet at one of the bathrooms at swim club. CDD field services responded by shutting off the valve.

on May 4th, a resident notified CDD field manager the splash pad was not working. Field manager notified resident this was a transformer exchange from OUC.

On May 6th, a resident notified CDD field services a network of ropes was created at one of the boardwalks. CCD field services responded and removed ropes.

On May 10th, a resident asked, when the tree trimming will start on Butterfly Drive. CDD field services notified resident it is postponed due to investigation of illness of trees.

On May 10th, a resident had a question about vehicles parked on Harmony County Road. CDD field manager redirected to HOA.

End of report.

**7Civ.**

## Harmony District Ponds Report

Pond #	Pond Name	Pond Acres	<div style="display: flex; justify-content: space-around; font-size: small;"> <span>Duckweed</span> <span>Algae</span> <span>Cattail</span> <span>Pennywort</span> <span>Grasses</span> <span>Spartan</span> </div>					April-May	Treatment Plan
			<b>SEVERITY:</b> L1=minimal L2=moderate L3=significant L4=extreme Blank = indicates non issue						
Map Quickview, click here. Internet access not required									* Se Clear G-Algae * Komeen Crystals-Hydrilla * SonarOne-Hydrilla * Diquat-Latorial plants
Map links below Require Internet									
1	H-1	1.4				L1	No treatment needed		
2	H-1	1.0				L1	retreat cattails	roundup	
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				No treatment needed		
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				No treatment needed		
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				algae	cutrine	
12	Estates S.	1.7	L1				algae	cutrine	
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	No treatment needed		
39	S. Lake	3.3				L1	No treatment needed		
40	S. Lake	1.4				L1	No treatment needed		
41	S. Lake	2.3	L1				No treatment needed		
42	S. Lake	5.2	L1				No treatment needed		
43	Waterside	3.0	L3				No treatment needed		
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>			Total size (in acres) of all ponds combined						
<b>AVG. TREATED ACRES</b>		1.1	Average treated pond area is roughly 20%						
<b>Aditonal Notes:</b>		This month I have sprayed both ponds in the estates for algae and weeds along the bank. I have also resprayed a pond for cattails along with done a overall check of all ponds for problems. There are a few ponds still left to remove a lot of trash out of and will be doing it this month with the boat. Ponds are doing overall with those few exceptions and are working on a solution to the pond on middlebrook.							



# COPY Harmony District Ponds Map



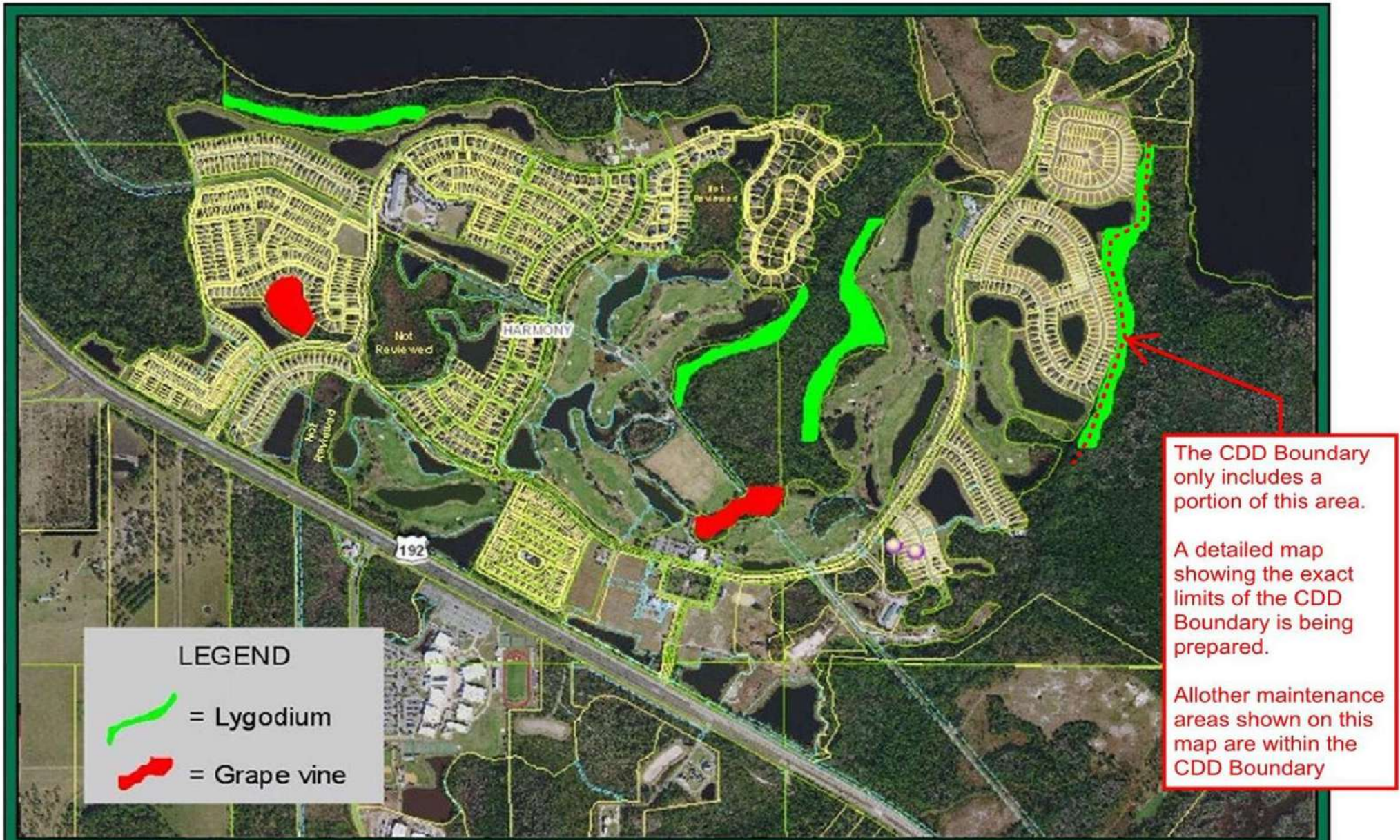
**7Cv**



## Harmony Community Development District Field Services Monthly Wetland Report

#	Maintenance Area Name	Acres	Invasive Species	Reporting Date: April-May	Treatment Status
<b>Map Tab Shows Local QuickMap</b> <b>Click Links Below For Internet Maps</b>			Vegetation Identification		Pending Activities
			Infestation Severity <b>High, Medium, Low</b>	Prescribed Treatment	Percent Complete
1	Buck Lake - South	1.4 ?	Lygodium High	Checked	This area has been treated and under control.
2	Green - South	1.0 ?	Grapevine Medium	Cut some more vines which had started to grow into residents shrubs.	This area has been treated and under control.
3	Golf Course - West	2.3 ?	Lygodium High	Continuing around and checking areas already treated.	Large amounts of fern and grape vine.
4	Golf Course - East	3.7 ?	Lygodium High	Worked in this area heavily as there is fern and grapevine.	heavy amounts of fern we are cutting and treating.
5	Golf Course - South	2.8 ?	Grapevine Medium	Worked in this area heavily as there is fern and grapevine.	90 percent complete
6	The Lakes - East	3.1 ?	Lygodium High	no treatment	not in this area now
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>1.3</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>Additional Notes:</b> This month we have continued on both sides of the golf course for grapevine and fern growth. Areas in here are very heavy as well as wet and some not reachable at this time. We also have checked a few areas that have been specified as ours and started treatment on the conservation area behind indian grass. This area has both fern and heavy grapevine on the ground and up the trees.</p>					





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

**FIGURE**  
**1**

**VEGETATION TREATMENT MAP**

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

**7Cvi**

**1.**

# **CHAPCO FENCE, LLC**

**4417 13<sup>TH</sup> STREET #513  
PHONE: 407-892-6447**

**ST. CLOUD, FL 34769  
FAX: 407-892-976**

**HARMONY COMMUNITY CDD  
7300 FIVE OAKS DRIVE**

**MAY 2021**

**ATTN: GERHARD VAN DER SNEL  
gerhardharmony@gmail.com  
JOB: NEW DOG PARK**

**-SUPPLY AND INSTALL 680' OF 4'H BLACK CHAINLINK FENCE .**

**-INSTALL A 10' OPEN DOUBLE DRIVE FOR MAINTAINCE.**

**-INSTALL 2 – 8' X 8' CHAINLINK ENTRANCES .**

**-INSTALL 2 – 4'W X 5'H SELF CLOSING GATES ON EACH ENTRANCE.**

**MATERIAL:**

- \*4' H BLACK 9GA CHAINLINK WIRE**
- \*2 ½" X 7' BLACK SCH40 TERMINAL POST**
- \*1 5/8" BLACK SCH40 TOPRAIL**
- \*2" X 7' BLACK SCH40 LINE POST**
- \*7GA BLACK BOTTOM TENSION WIRE**

**TOTAL = \$15,480**

**Thank you,  
Jason Junnila**

**2.**



# STRAIGHTLINE FENCE

5385 Hansom Rd. • St. Cloud, FL 34771

321-624-8576

www.BestPriceFence.com

## Invoice

BILL TO: <u>Harmony CDD</u>		DATE: <u>05/11/21</u>
ADDRESS: <u>7360 Five Oaks Dr.</u>		START DATE:
CITY, STATE, ZIP: <u>Harmony FL 34773</u>		DAY WORK
PHONE:		CONTRACT
JOB NAME:		EXTRA ADD-ON
LOCATION:	PHONE:	
CUSTOMER ORDER NO.	CONTACT PERSON & PH #:	

### DESCRIPTION OF WORK

Furnish and install 680 LF of 4ft tall black Commercial Chainlink fence

2 entry boxes 8x8 with 2 gates

8ft Double gate for maintenance

Commercial grade Self-Closing hinges

TOP Rail and tension wires

ADD ON DESCRIPTION:	ORIGINAL PROPOSAL AMOUNT:	
<u>\$500 Additional if we pull Permit -</u>	ADD ON AMOUNT:	
DATE COMPLETED:	WORK ORDERED BY:	TOTAL AMOUNT: <u>\$ 17,400<sup>00</sup></u>

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF WORK DESCRIBED ABOVE.

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



**3.**



**Tighten Up Fencing Inc: 407-361-4125**  
 1322 Michigan Avenue  
 FL 34769 US  
 charlesmatthews@tightenupfencing.com  
 www.tightenupfencingfl.com



## Estimate

### ADDRESS

Harmony Community  
 Development District  
 7360 Five Oaks Drive  
 Harmony, FL 34773

**ESTIMATE # 1949**

**DATE 05/14/2021**

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Fence Installation</b>	<p>680' ALUMINUM COMMERCIAL W/ 4'FT 9 GAUGE.            (2) Entry boxes 8'ft in with 2 gates.            (2) Entry gates 4'ft each for lansscape</p> <p>Commerical grade self closing hinges at Cat Brier Trail            Top Bar with Secure wire on bottom.</p> <p>C511R3-P6 EMILY 3 RAIL COMMERCIAL 60"X6' SMOOTH BOTTOM PANEL W/ 6 SCREWS</p> <p>C511R3-LN 7' COMMERCIAL LINE POST FOR 4'H 3 RAIL EMILY (2.5X.075X7)</p> <p>C511R3-ED 7' COMMERCIAL END POST FOR 4'H 3 RAIL EMILY (2.5X.075X7)</p> <p>AL2.5CAP 2.5" MODERN POST CAP 131            C511R3-GT60W EMILY 3 RAIL COMMERCIAL 60"X60" RAKE BOTTOM GATE</p> <p>ALSCHR-D&amp;D D&amp;D TRU-CLOSE ALUMINUM SELF CLOSE NO LEG HINGE EACH- RESIDENTIAL KF3BL 12            ALL-GRVT GRAVITY LATCH - STANDARD BLACK</p> <p>PERMIT INCLUDED.</p> <p>Deposit of \$9,499.00 with a balance of \$9,499.00 due upon completion of project.</p>	1	18,998.00	18,998.00

---

TOTAL

**\$18,998.00**

Accepted By

Accepted Date

**Terms and Conditions of Contract:**

- 1.) Customers represents that they hold legal title to the subject real property or are authorized to Act as an agent for the true owner. Customer agrees to pay Tighten Up Fencing Inc., (the "Company") The balance of the purchase price immediately upon completion of installation of the fence. A finance charge in the amount of 1.5% of the purchase price will be added to any invoice fifteen days past due. every 30 days thereafter, an additional 2.5% will be added to the final invoice. No refunds will be issued.
- 2.) If full payment is not received, the Company may remove the said property and materials from The Customer's property. The Company further retains the right to hold customer liable for the full unpaid balance. Should legal action become necessary, Customer shall be held liable for court costs, attorney fees, plus interest on the unpaid balance from the due date until payment is received by the Company at the highest rate of interest allowed by law in the State of Florida.
- 3.) Customer agrees to locate property pins, stake terminals and property lines. The Company will assist customer, upon request, in determining where the fence is to be erected, but under no circumstances will the Company assume responsibility concerning property lines or in any way guarantee their accuracy. If the property pins cannot be located, it is recommended that the customer have the property surveyed.
- 4.) Customer agrees that two feet on both sides of the proposed fence lines will be clear any and all obstructions, including trees, bushes and debris. In the event that the fence lines is not cleared upon arrival, customer will be charged a trip fee of \$350.00 and the job will then be rescheduled for a later date.
- 5.) The contract anticipates that once the work is started, the Company will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made after our arrival Customer will be charged a trip charge if such change requires an additional trip to the property for completion of the fence.
- 6.) Customer waives all responsibility of the Company and agrees to be solely responsible for damage to sprinkler system or other buried private utilities or underground lines whose locations have not been properly marked and agrees to indemnify the Company from any liability which it might incur pursuant to the service involved in the performance of this Contract. The Company will call Sunshine Locating service to locate your public underground utilities.
- 7.) The material the Company uses to install customer fence is from Homeland Vinyl Products. We warranty our workmanship on vinyl, chain link, and aluminum fences for a period of five years. Wood fences carry a 180-days workmanship warranty. All products are warranted as per the manufacturer.
- 8.) Customer acknowledges that wood fence material has a tendency to shrink, warp, crack and chip and that these features of wood are normal and accepted occurrences and are not warranted.
- 9.) All workmanship warranties will be void in the event of a tropical storm, hurricane, fire or Act of God.
- 10.) Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Tighten Up Fencing Inc will strive to install fencing in a timely manner; however, customer may not cancel this contract due to rescheduling for circumstances beyond the Company's control. The price included in this proposal is firm for 30 days unless the contract is executed.

**Customer Signature:**

**Date:**

**7Cvii**

**1.**

**FAX**  
(407) 658-6786



**CALL ANYTIME**  
(407) 851-3141

**EMAIL**  
ArrowPavement@aol.com

3936 Semoran Blvd. #118  
Orlando, FL 32822

**WEBSITE**  
www.arrowpavement.com

SUBMITTED TO: Harmony Community Development District		PHONE: 301-2235	DATE: 12/1/2020
STREET: 313 Campus St.		EMAIL: gerhardharmony@gmail.com	
CITY: Celebration	STATE: FL	ZIP:	
JOB NAME: Harmony District	JOB LOCATION: Harmony District		

We are pleased to submit this estimate for material and labor to improve the life and appearance of your asphalt surface and to aid in your business success. Our following recommendations are in accordance with the general practices and standards of the asphalt paving industry. We pride ourselves in being Orlando's oldest sealcoating company, established in 1978.

**NEW WORK/OR REPAIR WORK**

PATCHING:  CARSTOPS:   
 CURBING:  OVERLAYS:   
 SAWCUTTING:

**SEALING**  sq. ft.

COATS:  SPRAY METHOD:   
 COAT:  DRAG METHOD:

**PREPARATION**

SWEEP AND/OR VACUUM:   
 ASPHALT SURFACES

**PAVING**  sq. yd.

OVERLAY:

PAINT CARSTOPS: <input type="text"/>	EA.	SPEED BUMPS: <input type="text"/>
YELLOW LINES: <input type="text"/>	FT.	ARROWS: <input type="text"/>
WHITE LINES: <input type="text"/>	FT.	HANDICAPS: <input type="text"/>
YELLOW CURBS: <input type="text"/>	FT.	STOP BARS: <input type="text"/>
WHITE CURBS: <input type="text"/>	FT.	STENCILLING: <input type="text"/>

<b>SEALING</b>	<hr/>
<b>PAVING</b>	<hr/>
<b>STRIPING</b>	<hr/>
<b>ADDITIONAL WORK</b>	<b>\$5,304.00</b>
<b>TOTAL</b>	<b>\$5,304.00</b>

**ADDITIONAL WORK TO BE PERFORMED:**

Demo approximately 169 sf of dirt and grass to proper grade. Demo 20 lf of F Curb, form and pour 169 sf of 4" sidewalk. Install 20 lf of drop down F Curb for ramp. Install (2) 6' x 8' ramps with truncated dome in concrete when poured.

**WE PROPOSE** to complete the above work in accordance with above specifications for the sum of:

FIVE THOUSAND THREE HUNDRED FOUR DOLLARS AND NO CENTS

**\$5,304.00**

**Payment due upon receipt-1.5% finance charge added past 30 days.**

When signed by customer and/or owner, this becomes a legal contract. Customer and/or owner acknowledges the checked items, attached exhibits and terms thereof. Proposal price effective for 30 days.

Authorized Signature \_\_\_\_\_  
 GARY RUMPZA Sales Representative

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

Signature \_\_\_\_\_  
 Date of Acceptance \_\_\_\_\_

**2.**



**PROPOSAL FOR SIDEWALK INSTALLATION  
INTERSECTION DARK SKY DRIVE  
Proposal No. 21-170**

Mr. Gerhard Van Der Snel  
Harmony Community Development

Dear Mr. Van Der Snel:

We appreciate the opportunity to provide this Proposal for sidewalk installation. Recently we met to review sidewalks required at Dark Sy Dr. and Millweekd Dr. with Handicap ramp to roadway. The following outlines our proposed scope of services and the associated cost.

- North side Dark Sky Approximately 5' x 20' required
- North side Millweed approximately 5 x 10' required.

**General Scope Both Locations**

1. We will remove all grass and soils necessary.
2. We will prep for footing at roadway and install 2 #5 reinforcing dowels.
3. We will flare walkway to road matching existing with handicap ramp with stamped ADA Placard along with curb transition.
4. We will pour sidewalks using 3000 psi fiber reinforced concrete with broom finish.
5. All debris will be removed from the site and we will maintain barricades during all work performed.

**We hereby propose to furnish the materials and labor to complete the work described for the costs shown. Payment for services is due and payable upon completion of the work.**

**Four Thousand One Hundred Seventy Dollars (\$ 4,170.00)**

**This proposal becomes invalid after JUNE 13th, 2021. KoPac Construction and Engineering, Inc. reserves the right to withdraw this proposal at any time prior to acceptance by the Owner or the Owner's agent.**

All materials are to be as specified herein and all work will be completed in a manner consistent with standard industry practice. Any change to the above description of work or to the specified materials involving extra costs will be considered a change and will be executed upon written change order. Contractor will provide Workers Compensation Insurance as required by state law and liability insurance.

**KoPac Construction and Engineering, Inc.**

**Accepted By:**

**John Koeper    Date: 05/13/2021** \_\_\_\_\_

\_\_\_\_\_



**7Cviii**

**1.**



Aquagenix  
Managing Your Liquid Assets

## Special Service Agreement

### Harmony CDD

3500 Harmony Square Dr. West  
Harmony, FL 34773

Contact: Kristen Suit Phone: (407) 566-1935

Proposal ID	Date	Terms
124804	5/13/2021	Balance Due 30 Days After Completion Of Work

### We are pleased to quote special pricing as follows

One time treatment of submersed vegetation (Hydrilla) within 4.23 acre lake  
Please be aware of the following:

- Up to 30 day water use restrictions may be required.
- Treatment cost are based off of 8 foot average depth, treatment cost will increase if lake is found to be deeper upon future depth readings.
- Lake is indicated within attached map.
- Additional treatments will be required to maintain Hydrilla control moving forward.
- Aquagenix is not responsible for adverse effects if additional lake treatments take place during Hydrilla treatments.

Quantity	Description	Taxable	Unit Price	Extended Price
1	One time Hydrilla treatment within 4.23 AC lake (As Described Above)	No	\$22,657.90	\$22,657.90
			<b>Total</b>	<b>\$22,657.90</b>

This offer is good for twenty one (21) days from date of quote. Sales Tax Not Included.

DO NOT PAY FROM THIS AGREEMENT - INVOICE TO FOLLOW

Michael W. Wright  
**AQUAGENIX**  
Michael W. Wright  
**PRINT NAME**  
5/13/21  
**DATE**

\_\_\_\_\_  
**CUSTOMER**  
\_\_\_\_\_  
**PRINT NAME**  
\_\_\_\_\_  
**DATE**

**2.**

## Estimate



**Crosscreek Environmental Inc.**  
**111 Palmview Rd**  
**Palmetto, FL 34221**

Date	Estimate #
5/11/2021	7717

Name / Address
Harmony CDD 7360 Five Oaks Drive Harmony, FL 34773 Attn: Gerhard Van der Snel

\* Estimate Good For 30 Days

Description	Total
Crosscreek Environmental recommends the "whole lake" herbicide treatment of pond 43 to kill hydrilla and subsequent visits to control algae on the decaying hydrilla.	
1st treatment of fluridone	1,100.00
2nd treatment of fluridone	650.00
3rd treatment hydrothol if needed and algae treatment	525.00
4th treatment for algae	400.00
30% deposit due prior to commencement of work. Amount to be deducted from final invoice.	

Please sign and return if accepted	<b>Total</b>	<b>\$2,675.00</b>
------------------------------------	--------------	-------------------

**3.**



702 17th St E  
Palmetto, FL 34221

Agenda Page #183  
407-717-5851  
www.sitexaquatics.com

# Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Harmony CDD hereafter called "customer"

Customer: Harmony CDD  
Contact: Mr. Gerhard Van Der Snel  
Address: 7360 Five Oaks Dr Harmony, FL 34773  
Email: gerhardharmony@gmail.com  
Phone: 407.301.2235

Sitex agrees to provide aquatic management services for a period of n/a months In accordance with the terms and conditions of this agreement in the following sites:

One (1) Waterway located in Harmony community in Harmony, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- 1. 1-time & follow up treatment to pond #22 for Hydrilla Included

Service shall consist of 1 initial treatment & follow up t

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be n/a thru n/a Agreement will automatically renew as per Term and Conditions:

**Total Maintenance Cost: \$1,140.00**

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Accepted By \_\_\_\_\_ Date \_\_\_\_\_ Submitted by: *Joseph T. Craig* Date *05/17/2021*

# Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in n/a (n/a) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a n/a (n/a) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.



**7.C.ix.**



# QUOTE

Harmony CDD  
HARMONY FL 34773

**Date**  
May 18, 2021

**Expiry**  
Jun 17, 2021

**Quote Number**  
QU-0408

**Reference**  
Entrance Ways Harmony

Rubber Surfacing Specialists  
Inc  
Attention: Larry Schneider  
PO 700504  
SAINT CLOUD FL 34770  
USA

## Entrance Ways In the Town of Harmony

Description	Quantity	Unit Price	Tax	Amount USD
Removal and Disposal of Grass and Dirt for proper Elevation before pouring the concrete , includes repair of just heads of irrigation. Will help guide for reroute of irrigation. But will not be responsible. Not to exceed 160 sq ft	1.00	2,950.00	Tax on Sales	2,950.00
Delivery & Installation and Shooting Laser for proper drainage of the sidewalk forms and concrete not to exceed 4 inch depth. Followed by non slip ADA Pads at the end of concrete sidewalk exiting to the street.Not to exceed 160 sq ft.	1.00	15,480.00	Tax on Sales	15,480.00
Permit.	1.00	2,000.00	Tax on Sales	2,000.00
			Subtotal	20,430.00
			<b>TOTAL USD</b>	<b>20,430.00</b>

### Terms

In the unlikely event that Rubber Surfacing Specialist is required to file a civil action or institute any collection effects against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by Rubber Surfacing Specialist regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

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

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

**7.C.x.**

**1.**

Re- directional update East entrance Irrigation

### **Clock 1**

Actively serves the area coming in East entrance 3 zones.

Zone 1 Serves the area between Curb and Sidewalk coming in.

Zone 2 (with defective Valve on private property) serves the first area from the tower until half of the median.

Zone 3 serves the half of the median towards North.

Electricity is provided for a new Controller in the Tower.

**Clock 2** is inactive and can be abandoned and closed out if needed.

It serves the actual median of 192 and is a serious hazard to maintain with heavy traffic.

**Clock 3** Serves the area going out of Harmony.

1 zone is on CDD property. This zone serves the area between the curb and the road going out of Harmony and needs to be interconnected with the 3 zones on Clock 1. This interconnection might be a challenge because the meter will be on the opposite side of the street coming in of Harmony. Boring under the entry/Exit might be needed.

A new meter on Clock 3 is suggested at the corner area between Sebastian Bridge Lane and Claybrick Rd. Currently, a 4-inch main line feeder is 4 ft towards north of the white fence directed towards the tunnel and can easily be capped off at the suggested cancelled Meter and transformed into a new (size to be determined) meter to be installed by TOHO.

That if TOHO can create a new meter at this location.

Maxicomm wires under the existing 4" main line can be re-routed to the new Controller.

No new OUC meter needed. An outdoor outlet for the rainbird box is needed at Claybrick Rd Location

Gerhard van der Snel.

Total estimated Cost.

TOHO meter install cost\*.

1 inch Meter \$400 for East Entrance Location

2 inch meter \$1000 for Claybrick Road location

Estimated cost

Locator services.	\$ 950
Architectural plans	\$ 1.500
Bore under road	\$ 3.900
Rainbird controllers	\$ 400
Irrigation Material	\$ 250
Electrical outlet Inst.	\$ 400
4 Irrigation Valves	\$ 400
Trenching to Claybrick	\$ 500
Total Cost Aproxx	\$ 9,700

\*All other cost Engineering conform TOHO requirements (see package)

**2.**

Insight Irrigation LLC  
36767 E Eldorado Lake Dr  
Eustis, FL 32736  
+1 3524346015  
asmith@insightirrigation.com  
www.insightirrigation.com

Estimate 1164



<b>ADDRESS</b> Gerhard van der Snel Harmony CDD Field Operations Manager Harmony CDD 7360 Five Oaks Drive Harmony Fl 34773 407-301-2235	DATE	TOTAL
	04/13/2021	\$1,500.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/13/2021	Prepare construction ready irrigation design documents to relocate existing east entry irrigation system to new POC and controller. Also includes Second relocation design documents near bridge to seperate and add POC and Controller to CDD irrigation system.	1	1,500.00	1,500.00

TOTAL	\$1,500.00
-------	------------

THANK YOU.

Accepted By

Accepted Date



**3.**

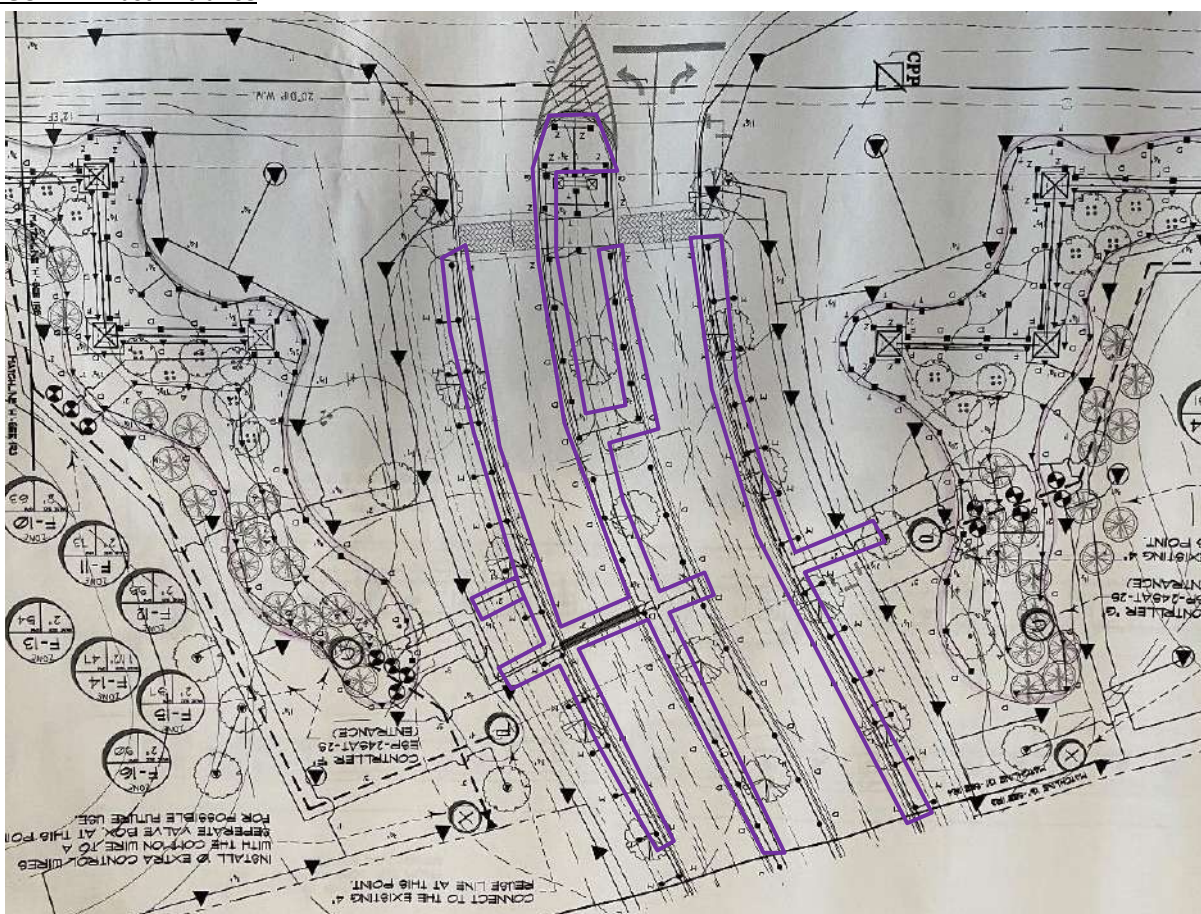
April 1, 2021  
Harmony CDD  
Attn: Gerhard van der Snel  
Project: Irrigation at Harmony East Entrance

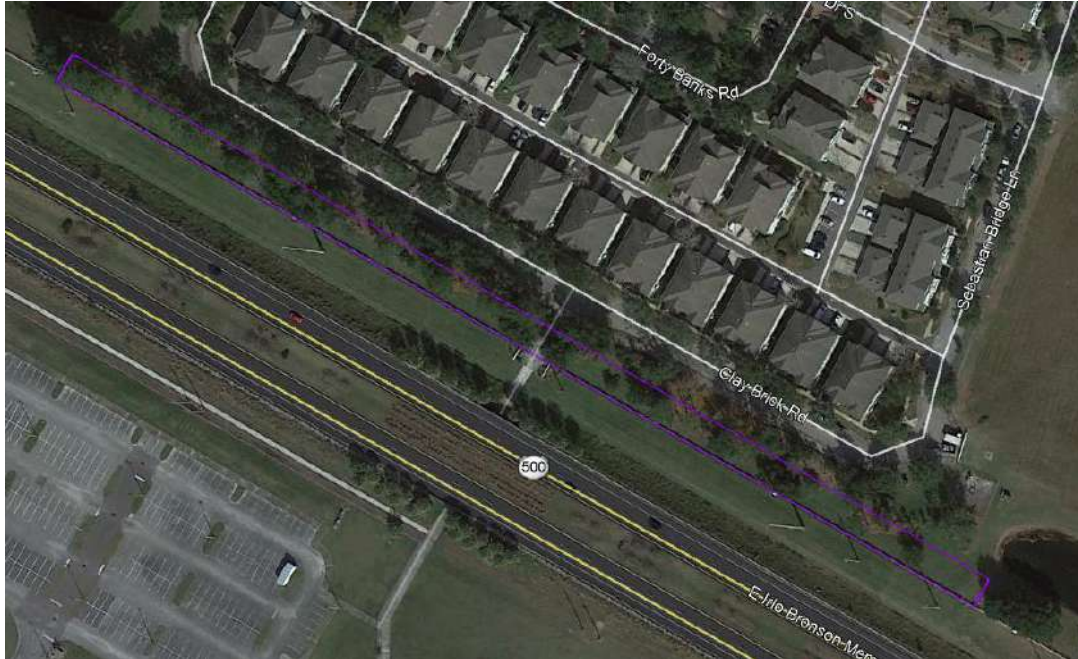


**SCOPE OF WORK**

Subsurface Solutions understands the scope of this project to be locating known irrigation mains (greater than 1" in size) lines shown in purple in Figures below. Irrigation lines ¾ inches or smaller will in most cases will not be located due equipment limitations. Subsurface Solutions understands that the area to be scanned may be covered in surface vegetation, which should be maintained prior to mobilization for best results, asphalt, concrete, and/or possibly gravel. Utilities under structures of heavy vegetation(bushes/trees) will be considered inaccessible to GPR. Upon location, any utilities will be painted and/or flagged directly on the ground surface with their approximate depths; this is our typical and standard output. A rough drawing using an aerial image from Google Earth will be provided.

**FIGURE 1 - East Entrance**



**FIGURE 2 - South of Condos along Fence**

## **EQUIPMENT**

- **350 MHz Hyperstacking GPR Antenna.** The antenna is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. GPR works by sending pulses of energy into a material and recording the strength and the time required for the return of the reflected signal. Reflections are produced when the energy pulses enter into a material with different electrical properties from the material it left. The strength of the reflection is determined by the contrast in signal speed between the two materials. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the conductivity of the materials. The patented hyperstacking antenna has the ability to improve depth penetration and resolution when compared with a traditional GPR antenna.
- **Electromagnetic Pipe Locator.** The EM locator can detect the electromagnetic fields from live power or radio frequency signals. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting EM field can then be detected by the receiver. The receiver is moved over the surface without coming in contact with the ground so it is not affected by terrain. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. Depths achieved can be as much as 20' depending on the type of signal being traced or methods used.

**PROJECT COSTS:**

SERVICE	SCOPE	PRICE
SCANNING/FIELD MARKINGS	Described on Page 1	\$950
MOBILIZATION	Included at no charge	\$0
<b>TOTAL</b>		<b>*950</b>

This price assumes that we will be given access to perform the work during normal weekday business hours (6am-5pm). As-builts and any other applicable drawings should be made available to Subsurface Solutions prior to the project. A thorough utility search can only be completed if Subsurface Solutions is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811). All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training. This bid proposal is effect for six months from Thursday, April 1, 2021.

**TERMS & CONDITIONS**

1. D&E Short LLC DBA Subsurface Solutions provides Ground Penetrating Radar (GPR) services in underground applications, including assisting in location services in accordance with ASCE Standard 38-02, Quality Level "B". GPR is an industry-recognized tool for detecting objects underground, however, site restrictions and environmental conditions can limit the accuracy and effective depth of GPR. For underground scanning, depth is completely dependent on the composition of soils in the area being surveyed. Customer acknowledges and agrees that for every foot in depth penetration with the GPR equipment, the pipe/utility must be at least 1" in diameter to be located. For example, at 4 feet in depth, the pipe/utility must be 4" or larger to be detected. Some types of pipes are difficult to locate, such as clay or concrete pipes, and empty PVC type pipes. Given these factors, Subsurface Solutions CANNOT guarantee it will be able to locate ALL utilities on site.
2. Subsurface Solutions will use commercially reasonable efforts to provide Customer with the answers to its questions regarding what lies below the surface, and where it is located. Customer acknowledges and agrees that Subsurface Solutions' answers are based upon the quality of the data retrieved and what Subsurface Solutions believes lies below the surface. The decision to proceed with boring or excavation is left entirely up to Customer.
3. Subsurface Solutions disclaims any liability to Customer for an inaccurate interpretation or any other reason, and Customer agrees to release and indemnify Subsurface Solutions and its owners and agents from all losses and damages from all alleged negligence and/or contract claims by Customer or any third party.
4. IN NO EVENT WILL SUBSURFACE SOLUTIONS BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES, OR FOR ANY LOST PROFITS, REVENUE OR BUSINESS OPPORTUNITIES; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, EVEN IF SUBSURFACE SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.
5. These terms and conditions supersede any other previous terms and conditions either oral or written.
6. Payment is due upon receipt of invoice.
7. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$300.00.

**ACCEPTED AND AGREED:**

Billing Company Name: Harmony CDD

Billing Address: 7360 Five Oaks Dr. Harmony, FL 34773

Company Phone/Email: gerhardharmony@gmail.com PO#: \_\_\_\_\_ Job#: \_\_\_\_\_

Print Name: Gerhard van der Snel Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**4.**



Hello Gerhard,

Thank you for contacting We-Bore-It about your project. This document contains a good faith quote (estimate/price) based on the information you provided. Please be advised that we are making the following assumptions about your project. If the assumptions listed below are not accurate, then the price may need to be adjusted slightly. If that is the case, your project coordinator will consult with you.

**Scope of Work:** We-Bore-It will provide and/or perform the following:

- Directional/missile boring of up to 50 feet for an irrigation installation under the east entrance at Harmony Square Dr West.
- Placement of 1-2" schedule 40 water pipe.
- The water pipe to be provided by the property owner/plumber.
- All connections of the water pipe to be provided by the property owner/plumber.
- Depth of installation unknown at this time.
- Project to be completed in Harmony Florida.

**Project Assumptions:** We are making the following assumptions regarding the information you have provided about your project. Unless otherwise specified and acknowledged by We-Bore-It, the following will not be provided and are the Customer's responsibility.

1. We assume that this quote is not for a union / prevailing wage project. **We-Bore-It does not provide union labor or accept work that has prevailing wage requirements.**
2. We assume there are no utilities to be crossed under pavement, so no open cut or restoration to the pavement will be required to complete this bore.
3. We assume that any permit fees or engineering "if needed" will be paid for by the Customer.
4. We assume that we will only be installing the pipe and not pulling any wiring and/or cabling.
5. We assume that we will not be making any connections to facilities.
6. We assume we will not be providing the pipe/conduit.
7. We assume that you will not require us to provide any special restoration services in the areas where the crew will be working (backfill and tamp existing ground materials are

standard).

8. **We assume that bored or trenched areas do not contain excessive rock obstructions, concrete obstructions, previous landfill, or solid rock.\*\***
9. We assume we will not be responsible for locating or damage that may occur to any private facilities that are not marked or exposed before arriving and or digging. If private utilities are present within our work area, please hire the appropriate utility marking companies and have all facilities located and marked before our arrival.
10. We will provide a Final Quote, commonly referred to as the Final Quote and Acceptance (FQA), after site survey details have been reviewed and the work scope verified.

**Miscellaneous Notes:** GFQ estimate only; the final price may change based upon any variance in the scope of work, including but not limited to footage, pipe material, depth, and/or ground conditions. Price does not include removing or restoration of any asphalt and/or concrete that may be required to safely install the pipe unless otherwise noted in the above Scope of Work. Price does not include excavation of pits required for installation. Price does not include welding/fusing of pipe. We-Bore-It does not provide union labor or accept work that has prevailing wage requirements.

*\*\* The area is not expected to have any excessive rock, concrete, or previous landfill obstructions that would require specialized equipment to cut through. However, if it is determined by We-Bore-It and the Customer that rock cutting is required, an additional "adder" will be required to complete the job. Such additional cost is not included in this quoted price presented today and is only being provided to ensure complete transparency to the client.*

**Your good faith quote: \$3,900.00**

If you are satisfied with the quoted price, please email me back, and we will schedule a site survey and project start date. After the survey, you will be provided with a final fixed quote, which will outline all the associated project line items (i.e., labor, equipment, material, etc.) that makes up your quoted price. We look forward to being of service.

Thank you,

Kevin Spoerlein  
**We-Bore-It**, Project Coordinator  
kspoerlein@we-bore-it.com  
815-893-8294 direct line  
(800) 864-8857 Ext 525

**5.**





bringing you life's  
most precious resource

951 Martin Luther King Blvd., Kissimmee, FL 34741

Tel: 407-944-5000

www.tohowater.com

April 22, 2021

**Toho Request Number: 826**

The Parcel ID referenced below is within the Tohopekaliga Water Authority (TWA) service area. Please see below for site specific information and enclosure(s) for GIS map.

**Parcel ID & Address: 30-26-32-2612-00LU-0030  
HARMONY SQUARE DR, HARMONY FL 34773**

**WATER**

- A water main is installed
- A water main extension is required
- Toho does not have water infrastructure near parcel at this time
- A water service line **has** been installed to the property
- A water service line needs to be installed

**SANITARY**

- A sanitary main is installed
- A sanitary main extension is required
- Toho does not have sanitary infrastructure near parcel at this time
- A sewer lateral **has** been installed to the property
- A sewer lateral needs to be installed to the property

**ENGINEERING NOTES:**

1. Water main installed.
2. Water service line needs to be installed.
3. Sanitary main extension required.
4. Sewer lateral needs to be installed.
5. 12" FM running along the south end of the parcel on the north end of E Irlo Bronson Mem Hwy.
6. 20" WM north of parcel approx. 20' running from west to east on Harmony Square Dr.
7. 8" RM running along the west end of the parcel on the west end of Harmony Square Dr.
8. 12" RM running along the east end of the parcel on the east end of Harmony Square Dr.

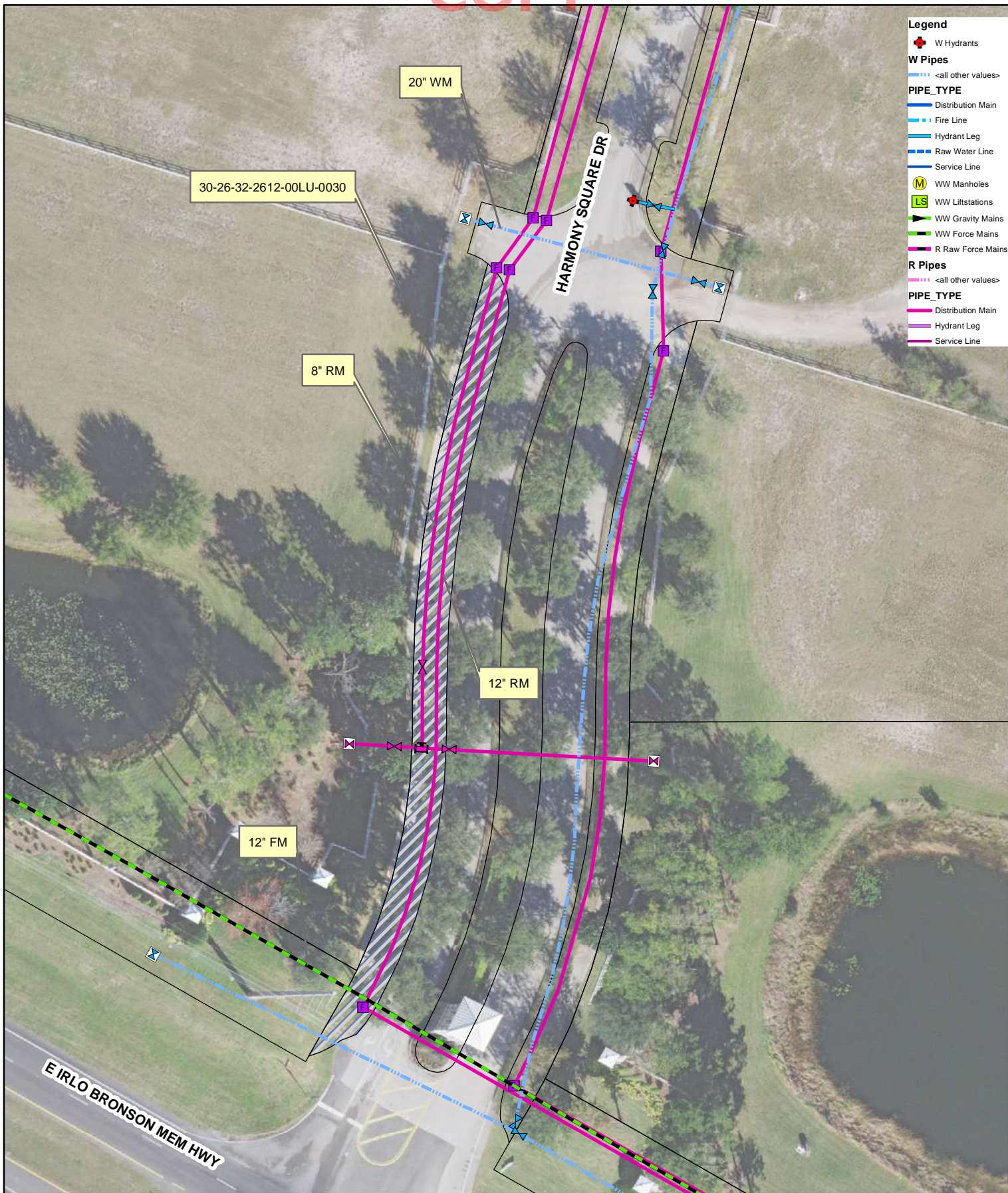
**FOR YOUR INFORMATION** – A hydraulic analysis may be required to determine capacity. A firm commitment for utility service will be provided based on meeting Toho's requirements for service including but not limited to:

- Please visit the Developers/Contractors tab of [www.tohowater.com](http://www.tohowater.com) for instructions on how to submit civil plans electronically.
- Compliance with Toho's design and construction standards and specifications
- Payment of all applicable fees and System Development Charges; *If you have any questions or would like to speak with someone regarding potential fees or System Development Charges, please contact [Cashiers@tohowater.com](mailto:Cashiers@tohowater.com) or 407-944-5000 and they will be happy to assist*
- Execution of a Developer's Service Agreement

**Please understand that this is not a commitment from Toho to provide utility service to the property. It is information as to the location of the nearest utilities to the property.**

Please call Ray Biron (407) 944-5029 if you have any questions.

COPY



30-26-32-2612-00LU-0030

20" WM

8" RM

12" RM

12" FM

HARMONY SQUARE DR

E IRLO BRONSON MEM HWY



1 inch = 60 feet

30-26-32-2612-00LU-0030

THE TOHOPEKALIGA WATER AUTHORITY MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE TRUTH, ACCURACY, OR COMPLETENESS OF THE DATA ON THIS MAP. THIS IS NOT A SURVEY PRODUCT AND IS A VISUAL REFERENCE TOOL ONLY. The Tohopekela Water Authority makes no warranty, express or implied with respect to its ownership of any rights relating to trademarks and trade names described herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE PAGE HEREOF. Any questions or concerns should be directed to Toho Water Authority, Information Technology (IT) Department at 407-944-5190.

C:\Users\mpampouk\Desktop\Toho\_Custom\_Tools.mxd  
 12/31/2015 at 10:40:31 AM  
 PRODUCED BY: Mike





COPY

# CDD meter request

Agenda Page #203

## Legend

Meter



meter



Google Earth

**6.**



bringing you life's  
most precious resource

951 Martin Luther King Blvd., Kissimmee, FL 34741

Tel: 407-944-5000

www.tohowater.com

April 22, 2021

**Toho Request Number: 827**

The Parcel ID referenced below is within the Tohopekaliga Water Authority (TWA) service area. Please see below for site specific information and enclosure(s) for GIS map.

**Parcel ID & Address: 30-26-32-0000-0034-0000  
HARMONY SQUARE DR E, HARMONY FL 34773**

**WATER**

- A water main is installed
- A water main extension is required
- Toho does not have water infrastructure near parcel at this time
- A water service line **has** been installed to the property
- A water service line needs to be installed

**SANITARY**

- A sanitary main is installed
- A sanitary main extension is required
- Toho does not have sanitary infrastructure near parcel at this time
- A sewer lateral **has** been installed to the property
- A sewer lateral needs to be installed to the property

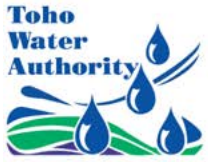
**ENGINEERING NOTES:**

1. Water main installed.
2. Water service line needs to be installed.
3. Sanitary main extension required.
4. Sewer lateral needs to be installed.
5. 4" RM north of parcel approx. 5' on the south end of Clay Brick Rd.
6. 8" SS north of parcel approx. 30' on the north end of Clay Brick Rd.
7. 8" WM north of parcel approx. 45' on the north end of Clay Brick Rd.
8. 16" FM running along the south end of the parcel on the north end of E Irlo Bronson Mem Hwy.

**FOR YOUR INFORMATION** – A hydraulic analysis may be required to determine capacity. A firm commitment for utility service will be provided based on meeting Toho's requirements for service including but not limited to:

- Please visit the Developers/Contractors tab of [www.tohowater.com](http://www.tohowater.com) for instructions on how to submit civil plans electronically.
- Compliance with Toho's design and construction standards and specifications
- Payment of all applicable fees and System Development Charges; *If you have any questions or would like to speak with someone regarding potential fees or System Development Charges, please contact [Cashiers@tohowater.com](mailto:Cashiers@tohowater.com) or 407-944-5000 and they will be happy to assist*
- Execution of a Developer's Service Agreement

COPY



bringing you life's  
most precious resource

951 Martin Luther King Blvd., Kissimmee, FL 34741

**Tel:** 407-944-5000

[www.tohowater.com](http://www.tohowater.com)

---

**Please understand that this is not a commitment from Toho to provide utility service to the property. It is information as to the location of the nearest utilities to the property.**

Please call Ray Biron (407) 944-5029 if you have any questions.



**Legend**

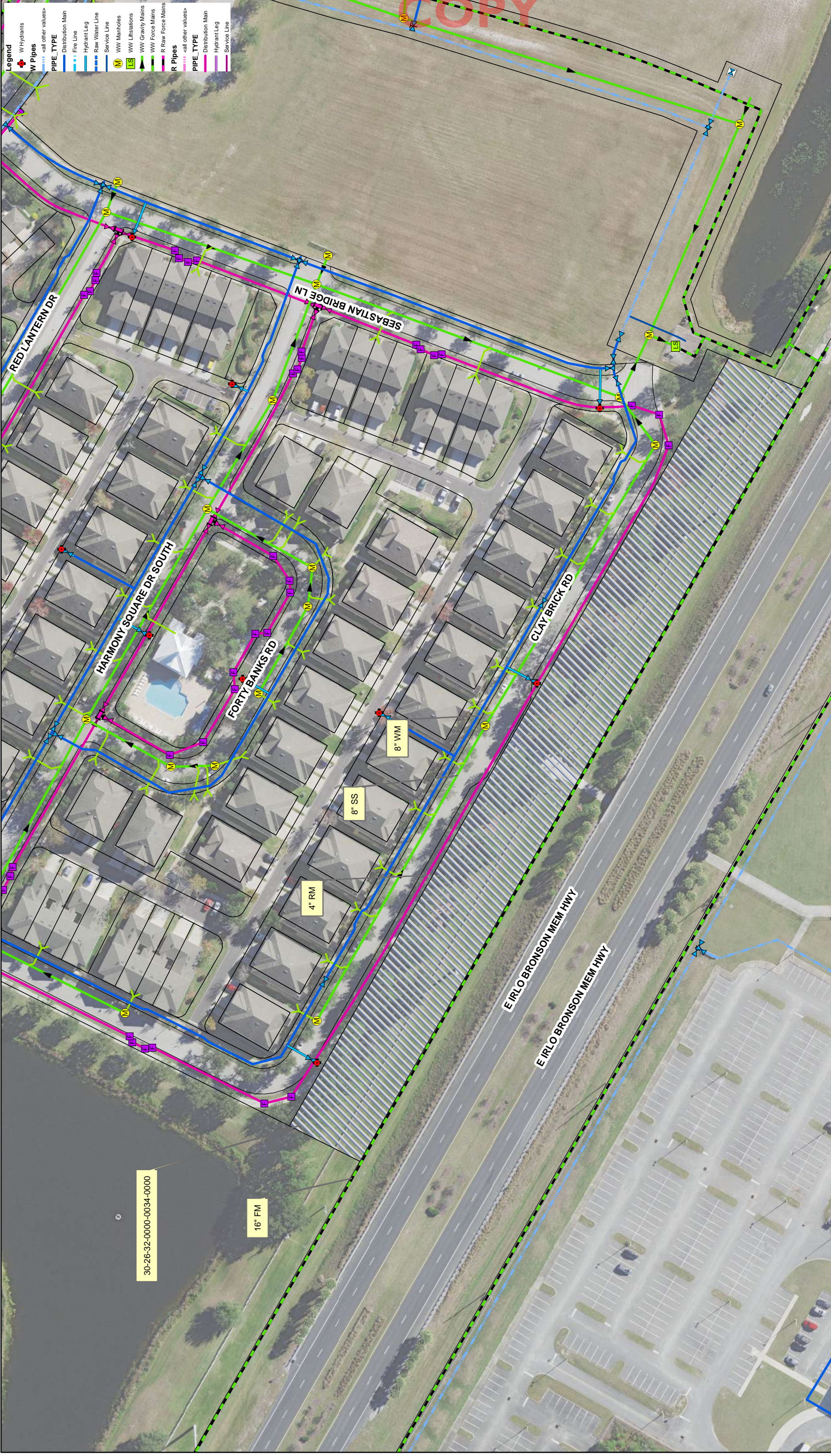
- W Hydrants
- W Pipes
- W Pipes - all other values
- R Hydrants
- R Pipes
- R Pipes - all other values

**PIPE\_TYPE**

- Distribution Main
- Fire Line
- Hydrant Leg
- Raw Water Line
- Service Line
- WW Manholes
- WW Litrations
- WW Gravity Mains
- WW Force Mains
- R Raw Force Mains

**PIPE\_TYPE**

- Distribution Main
- Hydrant Leg
- Service Line



30-26-32-0000-0034-0000

16" FM

4" RM

8" SS

8" WM



THE TOHO WATER AUTHORITY MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF THE DATA ON THIS MAP. THIS IS NOT A SURVEY PRODUCT AND IS A VISUAL REFERENCE ONLY. THE TOHO WATER AUTHORITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE AREAS WHICH EXTEND BEYOND THE DESCRIPTION ARE NOT TO BE CONSIDERED PART OF THIS PROJECT. THE TOHO WATER AUTHORITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE TOHO WATER AUTHORITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE TOHO WATER AUTHORITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

Customer Service/Operations, Custom, Bobl.mxd  
 2/23/2015 at 10:40:31 AM  
 PRODUCED BY: Mike

30-26-32-0000-0034-0000



1 inch = 100 feet



# CDD meter

Agenda Page #208

Meter

## Legend



meter



Suggested 2 inch meter



Google Earth



**EIGHTH ORDER OF BUSINESS**

**8A**

**8Ai.**

**RESOLUTION 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT APPROVING THE BUDGET FOR FISCAL YEAR 2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a Proposed Operating and/or Debt Service Budget for Fiscal Year 2022; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said Proposed Budget and desires to set the required Public Hearing thereon;

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

1. The Budget proposed by the District Manager for Fiscal Year 2022 is hereby approved as the basis for conducting a Public Hearing to adopt said budget.
2. A Public Hearing on said approved Budget is hereby declared and set for the following date, hour and location:

Date: Thursday, July 29, 2021

Hour: 6:00 p.m.

Place: Grace Community Church  
5501 East Orlo Bronson Highway  
St. Cloud, FL 34771

3. Notice of this Public Hearing shall be published in the manner prescribed in Florida Law.
4. In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post this Proposed Budget on the District’s website at least two days before the Budget Hearing date, as set forth in Section 2.

**Adopted this 27<sup>th</sup> day of May 2021.**

\_\_\_\_\_  
Teresa Kramer, Chairman

\_\_\_\_\_  
, Secretary

**8B**

MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS



April 27, 2021

Ms. Sandra H. Demarco  
Recording Manager  
Inframark Infrastructure Management Services  
210 N. University Drive  
Suite 702  
Coral Springs, FL 33071

RE: Harmony Community Development District – Registered Voters

Dear Ms. Demarco:

Thank you for your letter of April 19, 2021 requesting confirmation of the number of registered voters within the Harmony Community Development District as of April 15, 2021.

The number of registered voters within the Harmony CDD is 2,079 as of April 15, 2021.

If I can be of further assistance please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in blue ink that reads "Mary Jane Arrington".

Mary Jane Arrington  
Supervisor of Elections

**8C.**

**8Ci.**



**HARMONY COMMUNITY DEVELOPMENT DISTRICT  
PARKS AND RECREATION FACILITY USAGE APPLICATION  
PERSONAL/INDIVIDUAL USE APPLICATION**

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

**APPLICANT INFORMATION**

Name: GEORGE WHITE  
Address: 3437 MIDDLEBROOK PLACE  
Home Phone: 321 624 1348 Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: AGKAB@MSN.COM

**EVENT INFORMATION**

Type of event: POOL PARTY  
Requested location: POOL AT TAVERN  
Event date(s): 5/29/21 MAY 29 2021  
Times From: 11 (a.m./p.m.) To: 4 (a.m./p.m.)  
Anticipated # of attendees: 30 What age group? 15+

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

**DAMAGE DEPOSIT**

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

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

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



**VENDORS/MERCHANDISE**

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

How many vendor/merchandise locations will your event require? NONE

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

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

Attached:  Yes  No

**CATERING**

Will your event require catering?  Yes  No

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

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

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

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

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

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

**CONTACT INFORMATION**

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

Osceola County Zoning and Code Enforcement

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

Osceola County Parks and Recreation Department

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370



NOTE The attached Rider page must also be signed

**INDEMNIFICATION AND HOLD HARMLESS**

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

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

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

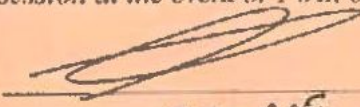
The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

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

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

**ACKNOWLEDGEMENT:**

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

Signature:  Date 05/02/2021  
 Printed Name: George White

**APPROVAL FROM HARMONY CDD**

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



STATE OF EMERGENCY RIDER PAGE

PANDEMIC INDEMNIFICATION

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

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

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

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

Signature: [Handwritten Signature] Date: 5/2/21
Printed Name: GEORGE WHITE

APPROVAL FROM HARMONY CDD

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