

# HARMONY COMMUNITY DEVELOPMENT DISTRICT

# JUNE 24, 2021 REGULAR MEETING AGENDA PACKAGE

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

Social distancing measures will be enforced, and masks are required to attend the 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#.





# **Harmony Community Development District**

Teresa Kramer, Chair
Daniel Leet, Vice Chair
Kerul Kassel, Assistant Secretary

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

June 17, 2021

Steve Berube,

**Board of Supervisors** 

Mike Scarborough,

Harmony Community Development District

**Assistant Secretary** 

**Assistant Secretary** 

### Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held on Thursday, June 24, 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.	<b>Audience Comments</b> (Maximum of 3 Minutes per Speaker)	
3	Consent Agenda	
٥.	A. Meeting Minutes for:	
	i. May 27, 2021 Budget Workshop	[Page 6]
	ii. May 27, 2021 Regular Meeting	
	B. District Financial Statements for May 31, 2021	
	C. Approval of: #254 Invoices, Check Register, & Card Purchases	
	[Invoices and Card Receipts Available Upon Request]	[- 1.6]
4	Old Business	
7.	A. Landscape Services Contract – Re-Bid or Extension	
	B. Billy's Trail Continued Access – Discussion With ForeStar®	
<b>5.</b>	New Business	
	A. Reserve Study – Tasking Proposal by Community Advisors <sup>®</sup> , LLC	[Page 71]
	B. Buck Lake – Bio-Tech®, Inc Maintenance Proposal to Harmony West	[Page 78]
6.	Subcontractor Reports	
	A. Servello Landscape Solutions	
	i. Grounds Maintenance	
	ii. Irrigation Maintenance	
	a. System Upgrade & Repairs Proposal	[Page 90]
7.	Staff Reports	
	A. District Engineer	
	i. Tasking Summary	[Page 98]
	ii. Proposed Dog Park	_
	iii. Waterside Stormwater Ponds	
	iv. Five Oaks Drive Crosswalk	
	v. Alleyway Maintenance Recommendations	
	vi. Services Proposal for Remainder of FY2021	
	vii. Neighborhood O Stormwater Pond – Eng' Evaluation & Hydrilla Treatment	
	B. District Counsel	
	i. Itemized Summary	[Page 169]
	1. InfraMark® Contract Finalized, Executed, & Effective 06/01/2021	
	2. Pegasus® District Eng' Contract Finalized & Executed 06/01/2021	
	3. Enclave Documents Executed & Sent to Developer 05/28/2021	
	4. Servello® Tree Trimming Hold Addendum: Executed 06/04/2021	
	5. Chapco® Fence Contract: Executed by Chapco® on 06/15/2021	
	6. KoPac <sup>®</sup> Sidewalk Contract: Executed 06/13/2021	
	<ul> <li>Put on Hold Due to Pond &amp; Grading Issues at Project Location</li> </ul>	
	7. CDD Parcels on Tax Roll & Boundary Analysis: Ongoing with TC & PA	
	8. CDD Vehicles: Discussion of Dangerous Instrumentality Doctrine	
	B. 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)	[Page 186]
8.	District Manager's Report	
	A. Discussion of Revised Tentative FY 2022 Budget	[Page 190]
	B. Facilities Usage Applications	FD 0107
	i. Soccer Shots® – Instruction for Ages 2 to 9 – Sport Fields	
	ii. Steve Berube – Birthday Pool Party – Swim Club Pool	[Page218]

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.



# 3Ai.



# MINUTES OF FY 2022 BUDGET WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT

The FY 2022 Budget Workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 27, 2021 at 4:30 p.m. at the Grace Community Church, 5501 East Irlo Bronson Highway, St. Cloud, FL.

#### Present were:

Teresa Kramer Chairman
Dan Leet Vice Chairman
Steve Berube Assistant Secretary
Kerul Kassel Assistant Secretary
Mike Scarborough Assistant Secretary

#### Also present were:

Bob Koncar District Manager: Inframark

Tim Qualls District Attorney: Young Qualls, P.A

Tristan LaNasa Young Qualls, P.A.
Gerhard van der Snel Field Services Manager
Angel Montagna Field Supervisor: Inframark

David Hamstra District Engineer

Residents and Members of the Public

The following is a summary of the discussions that occurred at the May 27, 2021 FY 2022 Budget Workshop of the Harmony CDD Board of Supervisors.

#### FIRST ORDER OF BUSINESS

Call to Order

Supv Kramer called the workshop to order at 4:33 p.m.

#### SECOND ORDER OF BUSINESS Roll Call

Supv Kramer called the roll.

#### THIRD ORDER OF BUSINESS

**Discussion Items** 

A. Fiscal Year 2022 Budget

#### **Operating Budget-Revenues**

- Interest on Investments are down due to lower interest rates
- Special Assessments-Tax Collector: \$22,434 is not collected for parcel VC-1, but we are showing it as collected by the Tax Collector and later showing it as deducting from revenues, but this is not what is really happening. Shown this way to account for loss of O&M income as a result of accepting parcel VC-1. Need to know if we are required to show it this way by some accounting requirement since

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this does not reflect what is actually occurring. District Manager will follow up on this.

# **Operating Budget-Expenditures**

- P/R Board of Supervisors increase seems not to reflect that Supv Kassel foregoes payment by the CDD.
- Check on Post and Freight: amount is high in the year-to-date expenditures. District Manager will check on reason for this.
- Professional Services-Special Assessments for \$8822 is paid to Inframark for preparing the tax rolls and answering residents' questions concerning CDD assessments.
- Misc. Records Storage jumped from \$150 to \$1500: District Manager will check on proposed amount of FY 2022
- Landscape Services shows typical 2% annual increase.
- Under Utilities: Water and Sewer shows lower than our projected total for this year but we are taking on new neighborhoods, so we need to increase this from \$160,000 to \$180.000. Add \$5,000.00 to the current proposed budget amount for Streetlights increasing to \$110,000.00 Reserve-Renewal and Replacement: Expect to need more funding to meet needs identified in upcoming Reserve Study, but we do have Undesignated Funds cash balance that could be used for this. Renewal & Replacement might need to be raised to \$50,000 to address upcoming needs. Rental cost of office trailer and container is inappropriately coming out of Renewal & Replacement, needs to be a separate line item such as Office Trailer or Rental Trailers funded at \$6960.
- Rescue Boat purchase for approximately \$15,000.00 and one replacement vehicle
  of a Yamaha UMAX for approximately \$12000 to Capital Outlay- Vehicles for a
  total line item of \$30,000.00
- Ponds-Problem pond in Neighborhood O needs to be addressed
- User Supported Facilities includes both the Community Garden and the Vehicle Storage Lot. These costs will depend on what the County requires for the roadway and other improvements.



Harmony CDD May 27, 2021 – Workshop

- Reserves-Sidewalks and Alleyways: repaving of alleyways in some neighborhoods has been deferred and is currently needed. Payment for major sidewalk panel replacement was paid out of this line item this year.
- Debt Service-This is the bond amount that has to be paid annually for parcel VC1 that was given to the CDD. For the next 15 years, the CDD will pay out of the Operations Budget, \$26,600 each year for this debt service.
- Capital Maintenance Reserve Account: might be considered creating this account
  to set aside money for the major infrastructure repairs that can be expected. Need
  to get a true Reserve Study done and then keep it updated for a nominal fee every
  2-3 years. This will tell the CDD how much money will need to be set aside for
  these major expenses.
- Pool Repairs: Swim Club pool still needs a complete resurfacing for about \$40,000.
   Ashley Park pool also needs resurfacing for about \$25,000 and we need to locate and repair the leak in that pool. Pool furniture will also need some replacement for \$17,600. Need about \$80,000 for pools.

#### **Debt Service Budgets**

- This budget is pretty well fixed.
- Total Expenditures are greater than the Revenues, but this is because of the
  conservative estimate made as to Revenues; typically balances out. Provide more
  detail on prepayments on how and when the prepayments are applied to the Bonds
  for Board information.

#### FOURTH ORDER OF BUSINESS Supervisors' Comments

There being none, the next item followed.

# FIFTH ORDER OF BUSINESS Adjournment

There being no further discussion, the Workshop ended.



# 3Aii.



## MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 27, 2021, at 6:00 p.m. at the at the Grace Community Church, 5501 East Irlo Bronson Highway, St. Cloud, FL.

#### Present and constituting a quorum were:

Teresa Kramer Chair

Dan Leet Vice Chairman
Steve Berube (arrived at 6:13pm)
Kerul Kassel Assistant Secretary
Mike Scarborough (arrived at 6:13pm)
Assistant Secretary

#### Also present were:

Bob Koncar District Manager: Inframark

Tim Qualls District Attorney: Young Qualls, P.A

Gerhard van der Snel Field Services Manager
Angel Montagna Field Supervisor: Inframark

Scott Feliciano Servello
Pete Betancourt Servello

Residents and Members of the Public

#### FIRST ORDER OF BUSINESS Roll Call

Supv Kramer called the meeting to order at 6:04 p.m. and called the roll. Supervisors Berube and Scarborough were not in attendance at this time.

#### THIRD ORDER OF BUSINESS Audience Comments

Supv Kramer stated during the audience comment period we ask that anyone who would like to address the Board, to provide up to three minutes of comments, direct your comments to the Board, no back and forth interaction.

Hearing no comments, the next item followed.

# THIRD ORDER OF BUSINESS Consent Agenda

- A. April 29, 2021 Regular Monthly Meeting Minutes
- B. Financial Statements for April 30, 2021
- C. Approval of: #253 Invoices, Check Register, and Receipts

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

Supv Kassel stated I sent some amendments to Ms. Slaughter regarding the minutes. I did have some questions about some TOHO invoices.

Supv Kramer asked did you want to discuss those?

Supv Kassel responded we can. There are some invoices, for example there is one for 3200 Schoolhouse Road where last month the total was \$665.00 but this month it is \$2,240.00. Another is \$413.00 and goes up to \$1,000.00, another at \$261.00 goes up to \$1,340.00, but then at 7500 Five Oaks Drive for reclaimed where there is nothing for the past several months.

Mr. van der Snel stated as you can see the last bill from TOHO was \$7,600.00 and the bill before that was \$16,000.00. I did not change any watering so the bill from TOHO really fluctuates. When the drought comes, we put in a drought schedule which is 3200 Schoolhouse is clock 23, zoysia at The Estates. The zoysia at The Estates needs watering every day. The bill next month might be \$10,000.00, it really fluctuates and there is no way we can compare it. We are using the same amount of water or the schedule is the same.

Supv Kramer stated I went through those and put together a tape and paste spreadsheet to look back. I saw those variances too, but when I looked back a year ago the same month, I saw the same spike. I presume that since it has been so dry for so long that it has gone into that drought mode for watering.

Mr. van der Snel stated Maxicom has a drought schedule and we put that on. Those are the troubled areas.

Supv Kassel asked when did you do that?

Mr. van der Snel responded I cannot recall.

Supv Kramer stated I would assume a month and half ago. We are in the driest part of the year.

Mr. van der Snel stated sometimes you have rain for one day on a Saturday and that is it. Servello has been doing extra watering today.

Supv Kassel stated and then you have this one that has zeros.

Mr. van der Snel stated it could be they put a new meter and have not activated the meter yet.

Supv Kramer stated I know the ones at the front we stopped watering altogether on the Fusilier property.

Mr. van der Snel asked is that 7500?

Supv Kramer responded it is the 7500 Five Oaks bill.

Mr. van der Snel stated that is the east entrance.

On MOTION by Supv Kassel seconded by Supv Kramer, with all in favor, the consent agenda was approved, as amended for the April 29, 2021 minutes. (3-0)

#### FOURTH ORDER OF BUSINESS

#### **Old Business**

#### A. Transition of Field Services to Inframark

Supv Kramer stated to bring you up to date on where we are; we are going to be addressing the actual contract later unless our Legal Counsel would like to address it at this time. I think Supv Kassel was the point person (liaison) on this. Are we pretty well along in the transition?

Supv Kassel responded yes. I would say we had some negotiation on the indemnification language that was included in the original proposed contract. We have been working through that and I am sure Mr. Qualls can offer us more detail during his segment of the meeting.

Supv Kramer asked are we close to the June 1<sup>st</sup> date?

Supv Kassel responded yes. I am not positive, but we may, since today is already the 27<sup>th</sup> and Monday is a holiday. Mr. Qualls can you opine on that?

Mr. Qualls responded my recommendation is, at the appropriate time, go over the last few items and see if Inframark is okay with those items. My understanding is Mr. Tarase will be on the phone and I am not projecting any real sticking points and so just depending on the comments of the board so Inframark can hear those, It would be impossible to have a final version before the Board sees it and that is the point of tonight; we make all the last minute changes and get it signed. I think we will have it tonight and executed tomorrow.

Supv Kramer stated we can discuss the finer points of the contract later in the meeting.

The record will reflect Supervisor's Berube and Scarborough have joined the meeting.

Supv Kramer ask for any questions or is there anything specific on that item?

#### **B.** Update on Broadcasting of CDD Meetings

Supv Leet stated We have the projector and stand here tonight so that we can evaluate what kind of screen, if any, we need to order or if we can make use of the one that

is already here in the building. I have a mixer on order that will actually do the audio into a sound system, either our own or the church's. We can still get an inventory of what cable and everything we need. The Zoom account is set up and everything in the CDD name and as of now we should be good to go for next month's meeting.

Supv Kramer stated hopefully everything will come in on time. Any questions of Supervisor Leet on that issue?

Supv Kassel asked where will we put a projector?

Supv Leet responded that is why it is here to figure out, obviously we cannot have it here it may have to be off to the side over there if it is not able to point high enough and glaring in our faces.

Supv Kassel stated it looks like they have a screen here.

Supv Leet stated I do not know if the stand that we have will elevate it high enough so that it is not a tripping hazard with the cords and everything.

Supv Kramer stated We will work on that afterwards. Thank you

#### C. Dog Park – Need for County Approval

Supv Kramer stated the next order of business is the dog park. I was in conversation with the County, Amy Templeton, on another matter and we also ended up discussing the dog park. Originally, it was anticipated that because it is strictly a fence and a small amount of concrete, an actual site development plan would not be needed, but she indicated that she had met onsite several months ago with Supervisor Berube and they were discussing the possible play park and the dog park and she had stated that it would require site development plan approval. Being that she had already stated that in writing she could not go back on that, but they have agreed to fast track it. My understanding is that our current District Engineer, Steve Boyd, did get that submitted, it is going through and Jane Adams, who is the reviewer on that, said she felt it could be done in five days. Hopefully we will have that approval done and she did say she did not feel there was any reason to hold up awarding the bid for fencing if we put the start date off on the fencing for a week or two. We are working towards that and should stay on schedule. I do want to say as issues come up, we have had this and the same thing with our invasive weed mitigation, if you receive any sort of communication or have been told something by any of the regulatory entities please pass that on and do not hold that so we do not have to scramble.

Supv Kassel stated the letter in the agenda regarding the dog park and playground mentioned sidewalks and parking area, so is our parking along the roadway sufficient or do we have to establish a parking area?

Supv Kramer responded no, I discussed that with both Amy and Jane, and they said now that it is strictly a fenced in area for a dog park and there is no tot lot involved. As you will remember there was at one point a discussion of a playground on the other side.

Supv Kassel asked we decided not to do that?

Supv Kramer responded the Board decided not to do that. We had the vote a couple of months ago not to go forward with that part of it but since it is strictly the dog park and it is within walking distance of the residences on the east side of our community, and the other side of our community already has a dog park, she said no parking would be required. We have a small entry sidewalk that is on the site plan and a pad for people to put dog bowls and things, the double gates to ensure the dogs do not escape and the fencing.

Supv Kassel asked are we going to have water at that facility?

Supv Kramer responded I do not know if we will have water. I presume we can have water.

Mr. van der Snel stated I think we agreed to have a meter from TOHO, the cost of a half-inch meter is \$330.

Supv Kramer stated a lot of our residents when questioned said they would not use the water.

Supv Kassel stated I would.

Supv Kramer asked if there are any other questions on the dog park?

Hearing none, the next order of business followed.

#### FIFTH ORDER OF BUSINESS New Business

#### A. Discussion of VC-1 – Jamie Abel

Supv Kramer stated there was some discussion on the VC-1. This originally hit the agenda because it was a follow up. Supervisor Berube was going to provide us with a little mockup of just sprucing up that area, but I understand Jamie Abel has a proposal. I want to limit the time for this because we are doing our reserve study and it would be more appropriate to deal with it after we know what our financial situation is as this proposal is rather expensive. Is Mr. Abel on the phone?

Supv Berube stated in the interest of time, and I agree with you, I have had a number of people contact me regarding this because I put out feelers to say tell me what you want, and Mr. Abel had proposed this some months back and reiterated it again. It is my understanding that he spoke to everybody on the Board individually and sent you his proposal. I did not do a whole lot else because the way I envisioned it is if we move forward with this miniature golf facility this would be a centerpiece up change at VC-1 and any other improvements, additions or whatever we want to do with that land would be a springboard from that. I understand we have a lot to do tonight, I agree with moving forward until next month or whenever, but it looks like a very nice proposal for that land, but obviously it needs further development. We will push it forward to next month and go from there.

Supv Kramer asked any other questions concerning VC-1?

Supv Kassel responded just that I reviewed the proposal as well and I am not sure it is clear to residents that that will be a public facility, needs to be regulated and would be open to vandalism and the maintenance costs are not inconsiderable.

Supv Kramer stated there would be recurring costs with that and I think his proposal for the full course was close to half \$1,000,000.

Supv Berube stated \$360,000 to \$500,000 depending on how fancy you want to make it.

Supv Kramer stated we will push any further discussion of any changes to VC-1 one off until at least next business meeting.

#### B. Billy's Trail

Supv Kramer asked did you get any word back on the access on whether Fore Star is going to continue access?

Supv Leet responded I did not.

Supv Kramer stated we will put that on next month's agenda also.

#### C. Reserve Study

Supv Kramer stated during our workshop we discussed this briefly and I think the consensus was do you have our District Manager bring some proposals back.



On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, authorizing the District Manager to obtain quotes for a District reserve study for next meeting was approved. (5-0)

#### SIXTH ORDER OF BUSINESS

#### **Subcontractors' Reports**

#### A. Servello

#### i. Grounds Maintenance Status

Mr. Betancourt stated both pools have been mulched and the only thing left are the ponds at the Lakes of Harmony; that will be scheduled for the first or second week of June. Once I mulch the ponds the mulch will be completed. The second was the ants over at Lakeside, they were treated on Tuesday.

Mr. Betancourt stated I understand there were concerns about the donated tree.

Supv Kramer stated yes, there were some concerns that the original donated tree was not doing very well. I understand there was a second tree there did you have a chance to evaluate that one?

Mr. Betancourt responded yes.

Supv Kramer asked is that about the size or would you be putting in a larger one than that?

Mr. Betancourt responded that is about the size.

Supv Kramer asked will you be using a tree spade or just digging it out?

Mr. Betancourt responded just dig it out, dig a new hole, and put it in.

Supv Kramer stated so at this point in time to remind everybody there was a tree on Five Oaks just past the golf maintenance and it had been struck by lightning, it is dead and really needs to come down. Servello gave us a bid and we also got a bid from Cepra, they were under the \$2,500.00 limits so we can go ahead and award, Servello was the low bid. The question to the Board is do we want to use the donated tree that is in the ground? I presume you will warranty that tree.

Mr. Feliciano responded we would not warranty it because it is a used tree, we will make sure the tree gets watered; we will put a Gator bag to make sure it gets water. You have to remember once you install a tree and then you remove it you are disturbing the root ball and now you are moving it again.

Mr. van der Snel stated every donated tree that we have replanted has survived.

Supv Kramer stated we are replacing a tree that is smaller, so it is going to have to catch up. Do we want to use the donated tree or have them bring in another tree? I think it would be an additional \$500.00.

Mr. Feliciano stated it is basically a 2.5-inch caliper tree. What you have donated is a 2.5-inch caliper, if you want something larger, a four inch or larger caliper is going to be a 100-gallon tree. It is not going to be the same size and it is going to cost you \$1,500.00 to \$1,600.00 more.

Supv Kramer asked do we want to go with the tree that we have and if for some reason it does survive, we will go back to Servello?

Supv Berube and Supv Kassel stated they wanted to use the donated tree. The consensus of the Board is to go with the donated tree.

Supv Berube stated you said the mulching is done, but historically all of our pine trees have been pine needles under the pine trees. Last year your contractor put pine nuggets under the pine trees and then you came back after dug it out and put the pine needles down. It would appear that the same thing happened this year, the pine trees got nuggets and that is not the way it has historically happened.

Supv Kassel stated it is still pine bark.

Supv Berube stated I understand that, but the contract calls for pine needles.

Mr. Feliciano stated let us look into that, I do not know the areas you are talking about and I would have to go out to inspect the areas. I know we have installed pine needles at a different time than the mulch, but if there is mulch there again then we will have to remove it again.

Mr. van der Snel stated there are no pine needles there, there are nuggets.

Supv Berube stated historically under pine trees we put pine needles.

Supv Kramer asked does the contract specify?

Mr. Feliciano responded it depends where we do it, if you have a row of trees and you have two pine trees there, we typically go ahead and mulch it with pine bark. If you have a section where there is nothing but pine trees, then it makes sense to install pine needles.

Supv Kassel stated we do on Cat Briar. We have several spots where it is just pine trees.

Mr. Betancourt stated we will do pine needles there.



Supv Kramer stated you will look into that.

Supv Kassel asked is that where you were referring to?

Supv Berube responded yes, there and along Lakeshore park and the berms along East Five Oaks. There are four or five significant areas, and I agree a singular pine tree scattered throughout no, but where there are multiple pine trees historically it has been pine needles.

Mr. Feliciano stated I remember that but I do not recall seeing a large bed where there is pine trees and there is pine bark inside those trees, it is something I have to look at and maybe next week I can look at it with Mr. van der Snel.

Supv Berube stated I guess the question for the Board is do we want to continue with this split deal with pine needles and pine bark? The only reason I bring it up is because historically we put the needles there and I guess there was some reason why under a pine tree you put pine needles.

Supv Kramer stated I do not understand if you're going to put pine needles under a pine tree why not just take the needles that fall and put them there.

Mr. Feliciano stated it does not make a difference we have done pine tree areas with pine bark, you do get the pine needles that drop down and some people do not put pine bark there because it is an expense thing. Pine bark is more expensive than pine needles so they would rather stick with the pine needles there.

Supv Berube Stated I am not a horticulturist, to me it looks all uniform if it is all done, but historically this has been the issue needles versus bark.

Supv Kramer stated if it is not costing us anymore, I see no reason to go back and dig the pine bark out.

Supv Kassel stated in future years we can just change the contract or just go with the pine needles.

Supv Kramer stated there is one area without mulch though at long pond I guess is what they call it along the lake front there are a couple of doggie potties that had the area cleared that was typically mulched and did not get mulch this year. If you could take a quick look at that.

Mr. Betancourt stated they have to be done by bag.

Supv Kassel stated in other words they are still to be to completed.

Mr. Betancourt stated the ponds and those little areas have to be done by bag.



Supv Kramer stated thank you for clarifying that for me.

Supv Berube stated you are running our irrigation system right now and obviously we have a Rainbird Maxicom system. Are any of your people certified by Rainbird for them Maxicom system?

Mr. Feliciano responded no. They are not certified and to be honest with you I have worked with different companies before that that did not have people who were certified. They train on Maxicom, they work the system that way. I have worked a system that way and I know there have been some hiccups as in getting the program to our system and I know there was a meeting set up today and the meeting was cancelled. I think I need to get heavily involved because I am seeing, not just with the Maxicom system getting over to us, I am seeing many areas throughout the property that are having major irrigation issues. I am talking about valves being down, valves being turned off, meter gate valves being off from the controller where we are trying to turn it on to operate it and it is not working. I am going to get with my team in the morning and I am going to pull the inspections because I want to know where these areas are. Right now he is going out and manually watering some of these areas through the valves and we should not be doing it that way, it should be where if an area has drought we should be able we to turn that system right on from Maxicom and that is not happening right now. There is a little lapse in getting the system over to our team and from my understanding there was supposed to be a meeting today where the meeting was cancelled, for getting the system over, and I am not thrilled about it and I am not too thrilled with our team dragging their feet on that. I think Mr. van der Snel cancelled the meeting today.

Mr. van der Snel stated that is not correct, Corey was supposed to be here this morning at 10:00 AM and he called and said I cannot make it at 10:00 AM. at 1:30 PM I called him to say we might as well cancel because I have to prepare for the meetings this afternoon. He fully agreed because he was still at the site.

Mr. Feliciano stated that is fine; he will be here next week to do it and I am going to be present with him. What I am seeing or hearing is that there are valves that are being physically throttled down and it can only be done by someone, it is not being done by a random person, Mr. Betancourt has found two valves that were physically throttled down meaning you are not getting water to these areas.

Supv Kassel asked who would do this?



Mr. Feliciano responded I have no idea.

Supv Berube stated someone who is maintaining the system is and is the obvious choice, and we are just going to put it on the table that the last irrigation guy left on terms where he might have been a little bit less than happy.

Mr. van der Snel stated kids can do it too.

Supv Berube stated anybody can do it without a doubt but whatever the case, let us not finger point and get it up to snuff.

Mr. Feliciano stated I agree.

Supv Kramer stated we need to get on top of that and deal with that immediately So if you will keep us in the loop.

Mr. Feliciano stated I sure will.

### ii. Survey of Tree Health

Supv Kramer stated we had a discussion last month about the survey of tree health.

Supv Kassel MOVED to approve the proposal from Tom MacCubbin.

Supv Berube asked was there a total dollar figure for that?

Supv Kassel responded no. It is on an hourly basis.

Mr. Koncar stated it is on page 90.

Supv Kassel stated it is \$100.00 per hour, a \$50.00 fee charge for outside Orange and Seminole County. Other costs are listed. Do we know how many hours?

Mr. Feliciano responded I did speak with Tom because I was not sure how long he would be out here, and he said it generally takes a day; even this size property would take a day. He does Vista Lakes, not for us they hired him separately, and he does Vista Lakes in about 3/4 of a day. He is very thorough, he will get out there early in the morning and whoever wants to walk with him, generally it is the contractor or some Board representative. We are probably talking about a day and what we generally do is drive from site to site. I would also recommend soil samples. We do let him pull soil samples in some of the areas especially along East Five Oaks where the turf is abutting up against the golf course.

Supv Kramer stated you are not talking about not just the trees now but all of the landscaping?



Mr. Feliciano responded absolutely, shrubs, turf and that way you have documents, you have it in writing and he gives his recommendation on everything.

Supv Kramer stated it is kind of like a reserve study for landscaping.

Supv Berube stated I would be in favor of Mr. MacCubbin for whatever landscape services and tree services Servello recommends not to exceed \$2,500.00.

Supv Kassel amended the motion for landscape and tree services as recommend by Servello not to exceed \$2,500.00 and Supv Berube seconded the motion. With all in favor, the motion was approved. (5-0)

Supv Kramer asked will you go ahead and set that up?

Mr. Feliciano responded yes. Do I need any paperwork before I reach back out to Tom?

Mr. Qualls indicated that he did not.

Supv Kramer stated I touched base with IFAS and because of the pandemic issues they are not going out onsite at all and I could not even get one or two trees looked at.

Supv Kassel stated that is interesting, I had a IFAS person at the ranch recently.

Supv Berube asked they did not want to come on site?

Supv Kramer responded they did not want to come on site to look at trees and plants, they said send pictures and we will do our best. With the amount of investment, we have with our landscaping, particularly our trees, I think this will be a worthwhile service for us to get.

#### iii. Fire Ant Treatment

Previously addressed.

#### iv. Evaluation of Severely Pruned Oak at 3366 Cat Brier Trail

Mr. Feliciano stated I looked at it and I'm going to have Tom look at it too. The tree is not dead, you see along the roadways where they cut the trees in half away from the power lines and such. My only concern with the tree is if you have another hurricane or heavy storm the weight has shifted on the tree, it is not going to fall on the house it is going to fall in the road and that would be my only concern, which honestly I am all for that.

There are a couple of other houses, and I will get the addresses for you, that pruned their own trees back and did the same thing.

Supv Kramer stated that is something we need to have Tom look at carefully to see what remediation we can do and where. Maybe not now because we cannot do any tree trimming right now because we find out about the disease vectors that we have in our community, but I would like maybe at next month's meeting to talk about a way that we can do a tree trimming in cooperation with our homeowners and work with them on getting the trees properly pruned back so that each time we do future pruning. It will be back behind the sidewalk line, the line between the sidewalk in the house without dropping things on private property.

Mr. Feliciano stated you can do that the only problem you are going to run into is the larger the tree grows you are on limited space there. The larger side is the road side and the home is always going to be there, the more they keep trimming on the tree and the more the tree grows, the more outbalanced the tree will be. You are going to continue to run into those issues. There is a community in Sanford that has started slowly getting rid of their Oak trees because they are affecting water lines, main lines and such and the County is allowing them to install Elaeocarpus which is Japanese blueberry trees, they stay a little smaller in stature and certain places in Volusia county are doing the same thing. Unfortunately for you I think just in your common areas you have 1,728 trees so you are going to run into issues. We can teach and give lessons, but the homeowner is going to do what they want do. All they care about is keeping that tree away from their home and it is affecting their turf because they have no sunlight and they are steadily losing turf.

Supv Kramer stated it may require some homeowner education and working with them. They are beautiful Oak trees and everybody I run into says it's the real charm of Harmony and if you took away the Oak trees Harmony would be just another neighborhood.

Supv Berube stated everybody loves the trees, nobody loves the roots coming up through their sod, the branches over their house, the sidewalks being broken up, streets being cracked and all the leaves falling. But beyond all of that they love the trees.

Supv Kramer stated as far as that tree goes, a question to legal counsel, do we have any recourse against a homeowner? The homeowner's instructions to the tree trimmer was to takedown every single branch on the tree and to leave just a log standing there. I came

along and said wait that is the CDD's tree, in which case the tree trimmer was quite upset and misled. I do not know what our recourse is, it would be similar to going into our bathhouse and deciding they did not like one of the bathroom stalls and tearing it down. It is damage to our property and the value of that tree with the research that I did would be about \$30,000 based on the size and canopy of the tree. I do not want to start a lawsuit, but I do not know if there needs to be a letter to the homeowner or what.

Mr. Qualls stated we would be happy to send a letter and layout the problems. I do not know what good that does, he could voluntarily agree to give the District it's damages, but I think that would be unlikely, but we would be happy to send a nice letter.

Supv Kramer stated a nice warning letter to please not take it upon yourself to trim anything beyond your property line and maybe reiterating to him that he has created a situation where the tree will have to grow back.

Mr. Feliciano stated it is not growing back. One thing you could do is also get your County arborist in because typically when you remove a tree you have to have the County arborist come out and you will have to file for a permit and they say yes or no. In some cases if you have not pulled a permit and you take down a tree or destroy a tree, which maybe in this case, the County will say you have to replace that tree, so now the onus is back on the resident because they have done it. I know in Altamont it is typically per caliper, so for a tree that size they may say you have to install two trees or sometimes more than that to replace that tree so it could get expensive if you are destroying a tree or removing a tree without a county permit.

Supv Berube stated real life the last hurricane that blew through the tree right next to my house next door the hurricane took off the entire top, broke it off, it landed on the resident's house, damaged the gutter and down it came. You folks looked at it at the time, and everybody at the time said that tree is going to die and guess what, it grew back.

Supv Kramer asked was that the Sycamore?

Supv Berube responded yes.

Mr. Feliciano stated they grow back but you lose the center leader of it on any type of large tree and you have no structure in the center.

Supv Berube stated it has a pretty good canopy on it, I was surprised.

Supv Kramer stated the shame of this is he was worried about the tree damaging his house in a hurricane and all the information I have seen is the Live Oak tree the is the best protection you can get from a hurricane.

Mr. Feliciano stated some of the information you may be able to share on your website for the homeowners if they want to cut a tree down or are looking to remove trees it will tell you how much you are allowed to cut off of the tree and such.

Supv Kramer asked would that be from the County arborist?

Mr. Feliciano responded yes and sometimes you can find it on their website. It will also tell you that if you take it down or destroy a tree the onus is on you.

Supv Kramer asked is there anything else we need to bring up?

Supv Kassel responded with regard to this issue how do we go about educating residents about what they need to do about the trees that are in front of their homes? That they belong to the CDD but yet the CDD is not going to remove limbs that hang over their homes because of the liability so what do you do; we need to educate residents so it is a question we may want to discuss with Servello or I am not sure how we approach that but clearly we need to do something.

Supv Berube asked how about this if you get information, I will give my column up in Harmony Life magazine next month or whenever we get it or whatever you want to do because Mr. Bokunic will accommodate.

Supv Kassel stated not that many people read that.

Supv Berube stated I understand not everybody reads it, but not everybody is going to look at our website to figure it out, but it is at least a shot.

Supv Kramer stated maybe we can pull something together and put it on Facebook too. Again, it has to be just one person we cannot have multiple people.

Supv Berube stated if we come up with some sort of text I will do something with the HROA, there is a big reach with the HROA - we can do an email blast, there is some way with the HROA that we can get it out to everybody.

Supv Kassel asked will you work with Mr. Feliciano or the arborist or whoever to create something?

Mr. Feliciano responded you can find a lot of this stuff online. It will give you simple practical pruning techniques for anything. I would go in also and look at your

county to see what the regulations are. I have done a lot of work with Osceola County and even when I did the courthouse, I still had to pull a permit to remove trees.

Supv Kassel stated you are going to compose an article.

Supv Berube stated I will figure out something.

Supv Kramer stated I think what we should probably do, maybe we can work and maybe I or Supervisor Kassel can give IFAS a call because we need to have a unified message. Supervisor Kassel do you want to take the lead in putting something together and bring it back.

Supv Kassel responded I thought Supervisor Berube just volunteered to do that.

Supv Leet asked do we want to include anything from the survey that is being done?

Supv Kramer responded let us do this, let us get Tom out here, do the survey, get information from him, he may have something we can go with.

Mr. Feliciano stated he will give you a full report.

Supv Kramer stated maybe we can identify some problem areas.

Supv Berube stated we will do a tree blast all at once.

Supv Kramer stated I do not want differing messages to get out, I want a uniform message to come out from our Board. That will be on our agenda next month and hopefully we will have everything from Tom then and be able to put something together.

Supv Berube stated when you talk to Mr. MacCubbin see if he has guidelines as to what we are looking for here; maybe it is already a word document - Homeowners' Maintenance of Trees – what is the best recommended method.

Mr. Feliciano stated I will get with him on that. I have guidelines myself and stuff, but remember you always want to include what your county guidelines are.

Supv Berube stated we have to have some basis to start with and if it is already done, we can work it into the county, figure it all out and put the message out.

#### SEVENTH ORDER OF BUSINESS

#### **Staff Reports**

- A. District Engineer
  - i. District Engineer's Report
  - ii. RV Park & Garden Road
  - iii. Discussion of Harmony Conservation Area Monitoring

Mr. Boyd stated I wanted to facilitate a handoff. We have we have a couple of active things going on the RV park permit is in, the dog run fence permit is in and the FGT road is in process. I created a link with all of our folders earlier today so it can be forwarded

to Mr. Hamstra. I will be available to try to point you in the right direction because there is a lot of information in there but the key information, I will probably need to help you find.

Supv Berube asked can you expand on the FGT road thing, I know what we were trying to do but where are we today with that?

Mr. Boyd responded they reviewed it and Amy Powell came back with a comment about wanting the wire fence on both sides but I was not clear about where she wants it - on the easement line or tighter in but she is out of the office until sometime next week.

Supv Kramer stated when we discussed it with the representatives onsite, they wanted it to be two feet off either side of the road and they did not say wire fence, unless they have changed.

Mr. Boyd stated I am a little concerned about that because the post, it would seem to me, would be very close to the pipeline itself. I think the fence would be better on the easement line.

Supv Kramer stated they indicated the purpose of the fence was to keep vehicles in the roadbed. So many times, there are people jumping off that road and heading up through the grassy area.

Mr. Boyd stated that he wanted to clarify that with her, but she is out, so we can complete that process and do a handoff, the same thing with getting the RV park approval completed. The RV park and the fence both need \$600.00 review fees paid, we can get a check from the District Manager or if there is another way...

Supv Berube asked is this Osceola County?

Mr. Boyd responded yes.

Supv Berube stated historically we have used Mr. van der Snel's debit or credit card.

Mr. Boyd stated then you can pay it online.

Supv Kramer asked is that a separate one for the dog park?

Mr. Boyd responded yes. That is all I have to report.

Supv Berube stated to be clear the SDP for the dog park is done and that is why we are going to permitting.

Supv Kramer stated no, neither of these are in permitting they are all in SDP (Site Development Plan approval).

Supv Berube stated the fees are for the SDP review.

Mr. Boyd stated that is correct. That is all I have to report, thank you for the opportunity to serve you.

Supv Kassel asked what, sorry to interrupt you, the projects were the new dog park, the RV parking and fencing, and what was the other one?

Mr. Boyd responded the FGT roadway improvement. I want to make it a smooth transition so David feel free to call me and I will do what I can.

Supv Kramer stated I want to thank you Steve it has been what 20 years. Steve has been with Harmony since the day they broke ground.

Mr. Boyd stated I was part of the group and it has been a pleasure. Thank you very much.

Supv Kassel stated best wishes to you.

Supv Berube stated thank you.

Supv Kramer stated thank you and we look forward to seeing you out there on the road.

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

#### i. District Counsel Report

Mr. Qualls stated good evening, good to see everybody. I have several items to cover and I will go through starting with the Inframark addendum to your existing contract.

#### 1. Inframark District Management Agreement

Mr. Qualls stated you have had a long-standing contract with Inframark, it has served you well. We had good negotiations and we present to you, and one of the most important things for any contract is that it is fair to both parties. It would be next to impossible to present you with a contract that would cover every single aspect of anything that could possibly come up but we believe we have put a fair contract in front of you and are looking forward to, if you accepted it, a continued good working relationship with Inframark. What we sent over from a legal perspective what you saw included the changes made back by Inframark. There were a couple of points - one was indemnification language, we looked at the indemnification language that you looked at that was in the comment box and what we did was added 'defend' back into that language so that both parties have to defend, indemnify and hold harmless, and then if you will recall the indemnification language said that the parties would indemnify each other against three



specific types of liability. We were not clear on why those three and I think our recommendation was to just take those three out so that both parties are indemnifying each other from everything, any potential third-party claim. Again, in both of these in the instances of negligence that indemnification would not hold. We have already actually heard back, this has been going on and I apologize for stepping out of your workshop several times, I was not being rude but, we were getting calls from the other side. They are good with the language we sent back to them but they noticed where there meant to be two identical paragraphs because each party is indemnifying the other equally and there was one term, attorneys fees, that was not in both paragraphs so they said take them out of both or put them into both. I think the recommendation would be to put it into both and that is the way we had read it. That was one sticking point which I believe, from our perspective, Inframark we went back and forth and though I do not have the language in front of you I have described for you what the latest language looks like. The second point for you to consider where the limitation of liability. Of course, remember if there is a judgement against the management company or your District, what that says is the liability of Inframark is going to be capped. We said, we do not prefer that language because if you reach that cap and the judgment is in excess of that cap then obviously it would be Harmony's assets that would be at risk and so we said in the spirit of good faith negotiation an option would be, and you could make it a business decision to accept, an increase in the insurance liability. So, what you want to think about is worst case scenario would be increased insurance premiums to protect you in the event of a suit by a third party. Those are the changes and in addition, we sent the latest version out to everyone, we did receive some comments from Supervisor Kramer and those comments have also been passed along to Inframark. Just to be clear for the public to know, no two members of the Board at any time in this process have discussed any of these proposed changes or any feedback, that is why we did not send yours to everyone we just sent it to Inframark and asked that they do not share it with everyone until you all could discuss this evening. I am here to answer any questions. I think Mr. Tarase is on the line.

Ms. Montagna stated he could not hear; do you want me to call him?

Mr. Qualls responded sure, and I think as I see it if you are okay with the additional provisions, the way I see it is just a question of whether Inframark had any feedback on Supervisor Kramer's red line. Supervisor Kramer it might be better for you to cover those.



Supv Kramer stated the first item I pointed out is what we are calling at one-point infrastructure management services and next it's field management services. Just be consistent, I do not know that it's critical as to what title we use, but it is also that we are not just contracting for field management services not management of employees, but the actual employees too so the actual field oriented structure of services. Also, we need to have something stating out that we are cancelling the First Amendment to the original contract because that provided for a full time Dock Master at a very low rate which I do not think Inframark wants to continue with, so just to get that off the table. The other change was when we were talking about the District shall pay the manager a certain amount of money specifying that the amount money was per annum so it would be clear although with monthly payment you could do the math and get there but it just provides a little clearer statement there. Also, we were amending, and I made the correction to the paragraph amending about where jurisdiction lies for any legal action being in Osceola County. The other thing that I ask to be spelled out more is what the chain of command would be. In other words, we as Board members, and I am very much in favor of this, we as Board members we cannot reach down into Inframark's employees and tell them how to do their job, or what to do, or control in any way. It is important in the documents to spell out basically the chain of command so if something is going wrong or there is a problem that needs to be addressed, I have asked Inframark to spell out who are we to go to or what position in the hierarchy so that those issues can be addressed appropriately. It is critical that once this transition comes in that we as Board members who are used to calling up, we cannot be doing that. This has to be a situation where our employees are working under a formal structure and they have rules, regulations, and requirements that they have to abide by. They cannot just get on a boat go out to spray weeds in the lake or anything, so we need to address that. The other thing is there was some question about the manager would not be responsible for any damages or losses for anything directed by the District or its Directors, Officers, employees, agents or representatives. We just need to be sure that since Inframark is our District Manager, and the District Manager is essentially our representative out there, that they we specify they are not included in that list. The other thing is where the records are kept. There was a provision to maintain all District Board meeting minutes and related documents within the boundaries of the District. I do

not know, Mr. Qualls, is that, does the statute require that they keep them in the county where the District is located. We really have no storage capability within the boundaries.

Mr. Qualls stated everything is kept in the cloud now and I would argue that would qualify for the statutory requirement.

Supv Kramer stated minor things, I want you to be District Legal Counsel instead of District Attorney. People get confused about that. Also, I requested that we add not only control access to the pools but also access to the dock areas which is where we have our other controlled access points and just little things like our aquatics person, who is currently Shawn, will take care of all restrooms, even the one at the Lakefront not just at the pools. Let's see is there anything else of substance? The major thing is spelling out that we will have a Manager's Pond Master, it needs to be expanded to both a Pond and Conservation Area Master since we have undertaken the eradication of all invasive weeds in those conservation areas and it is a really big project. It is done by the same staff member with an assistant, so it makes sense to go ahead and combine the pond and conservation areas which is where the chemical treatment and cutting is done. We need to make sure we have plenty of staff to deal with that because that work is required by South Florida Water Management District. Did I cover everything Mr. Tarase?

Supv Kassel asked Mr. Tarase are you there?

Mr. Tarase responded yes, I have been texting Ms. Montagna during this conversation just because it is hard for me to hear clearly, I can catch some of what you are saying but not very clearly. Ms. Montagna has been doing her best to relay some stuff to me. If there is a specific question if you can repeat it as clearly as you can, and I am happy to address it. I apologize I tried to stay on the line earlier but just could really not hear at all.

Mr. Qualls stated so what happened there is we had sent you Supervisor Kramer's feedback and she was just going over each of those points via red line. Is there any feedback from you guys on that?

Mr. Tarase responded I did look through that - everything she said where it says infrastructure I agree with that part, the comment about the fact that should override the first amendment, I have no issue to that, it does override that anyway. If we need to add a quick blurb or sentence to that, it is fine. On the conservation area stuff, I was wondering who added that or where it came from, because it was not clear it was from the Chair.

There was not anything that was really concerning to me in the Chair's comments, designating Ms. Montagna as our representative is fine. The only comments that I had was the miscellaneous where the Chair had made mention of an additional meeting or what not and then also commented on the estoppel stuff that referred back to the old one, you cannot have one without the other. If you want to add one meeting that is fine but the estoppel fees, that is at market rate and \$75 is not the current market rate for estoppel fees. On the other stuff I cannot think of anything that stood out outside of that.

Supv Kramer stated it sounds like we are in a pretty good space.

Mr. Qualls stated it does.

Mr. Tarase stated Mr. Qualls I do not know if you saw the one comment Michael had and the other comment was on the attorney's fees.

Mr. Qualls stated we covered that.

Supv Berube stated based on all of the commentary back and forth and seemingly everybody is in agreement,

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the Inframark District Management Agreement, subject to the inclusion of the changes as outlined, and authorizing the Chair to execute was approved. (5-0)

Supv Kramer stated thank you Mr. Tarase.

Mr. Tarase stated thank you, appreciate it.

Mr. Qualls stated always in an effort to save time but certainly happy to discuss anything we include now a full written report. The one update is the Cepra contract has now been executed, item 7. We are still working out the CDD parcels on the tax roll one down, one to go.

Supv Kramer stated the big one is down and the little one is to go, right?

Mr. Qualls responded yes.

#### 2. Pegasus District Engineer Agreement

Mr. Qualls stated as far as the district engineer contract, you have that in front of you and we understand that the rates are fair in the marketplace and also discounted. Certainly, the man to talk about that is over here to my right. He did agree because others

have done it as well, he did agree not to charge for travel to and from the meetings and so if there are any questions there ask Mr. Hamstra, but from a legal perspective that contract is fine.

Supv Kassel stated the contract has a typo in the title it is missing an 'a' in Pegasus.

Mr. Berube MOVED to approve the Pegasus District Engineer Agreement, as amended.

Supv Kramer stated I do want to say there were a couple of very small items that I sent to District Legal Counsel there is a typo again where it is 'bring' authorized and should be being authorized.

Mr. Qualls asked is this the engineering one.

Supv Kramer responded yes. There were three little changes, one on page 6 of the contract I was not sure as it still had a strikethrough on wholly and in part I was not sure if that was to be stricken or remain and then on page 8 we have the public records custodian listed as Kristen Suit and we definitely need to make an adjustment on that. Those were those were the only changes I saw.

Mr. Berube MOVED to amend the motion, to approve the District Engineer contract subject to changes as suggestion by Supv Kassel and Supv Kramer and authorizing the Chair to execute and Supv Kassel seconded the motion as amended, with all in favor, the motion was approved. (5-0)

#### 3. Enclave Plat Easements, Agreement, and Resolution

Mr. Qualls stated the only other thing that I need is for you to consider the Enclave document that we included in the agenda package. There were some exhibits that were form exhibits that were left out and we did get those to Supervisor Kassel who requested them. I am not sure why they did not get into the agenda package, but they have been thoroughly reviewed, your Chair was the liaison. We got some additional considerations and I think everyone is on the same page, just like with the Inframark contract we present to you what we believe is a fair set of documents that have been thoroughly vetted and agreed to by your Chair and it is up to you guys to agree to accept those.

Supv Kassel stated and by our previous District Engineer.



Mr. Qualls stated yes.

Supv Kramer stated in fact we had quite a group - The District Manager, Ms. Suit at that time, The District Engineer went over them in detail and I had some things because I do not want my signature on something that might mislead the public. So, we went through those in detail, hammered out the appropriate language or what I hope are legal counsel thinks is appropriate language, and if you want to approve those tonight, I will execute them and the Enclaves will be able to record their plat.

Supv Berube stated this is authorizing them to record the plat but we are not accepting it yet, is that correct?

Mr. Qualls responded you are accepting it but the agreements cover the items that we were concerned with.

Supv Berube stated this lets them record it and then they are going to bring it back and somebody is going to sign it.

Mr. Qualls stated my understanding is everything has been signed by the developer, they will be signed tonight, if you approve, and then they will be given back to the developer for recording.

Supv Kramer stated the purpose for it is there is a deed of dedication and we are requiring that our agreement be filed at the same time as the plats saying we have not agreed to officially accept those lands that they plan on turning over to us and that we will only accept those upon completion of construction and inspection.

Supv Berube MOVED to approve the Enclave documentation for plat recording by the developer.

Supv Kassel stated so just a quick question.

Supv Kramer asked do we have a second?

Supv Leet seconded the motion.

Supv Kassel stated my concern is we are taking on more invasive species that we need to manage or something to that extent and I just want to make sure that has been addressed.

Supv Kramer stated what we are doing is agreeing that they are platted out the only thing that will be turned over, will be deeded over to the Harmony CDD is two entry parcels

at the very entry of the community. They will only be deeded to us once they are fully developed up to the CDD standards, inspected by our engineer and approved. It is basically the entry berms on each side.

Supv Kassel stated I just did not know if the open space area on the plat had any borders that might need management.

Supv Kramer stated no, we are not accepting any of the conservation areas, if that were coming over to us it would have to have the invasive weeds eradicated prior to being turned over. The only I think we have got is two little strips of berm that are actually fronting Five Oaks. It is a gated community and all the roads are private. We have an easement that allows us to get across the roads to do any stormwater pond maintenance. The pond is not ours; we will not own it. It is not being deeded to us, but there are restrictions in there that say the HOA will own it; that they are not allowed to block our access; that we are not liable if we have to go in there to manage the pond, for any damages, but we will use due care not to damage anything that they have in there. It is also very clear that we have the access right over the roads to get to the pond to do maintenance. We have to be able to maintain the stormwater storage and quality capacity in that stormwater pond because we are the operation entity for SFWMD. The second thing that is involved in there is the streetlights and, basically, the developer has to make full payment for the streetlights before the Board will assume maintenance on those, so we will not get caught in the lease arrangement.

Supv Berube stated to back up to the ponds a minute, we are taking these ponds on for just the maintenance of the ingress and egress of stormwater not for the maintenance of littoral shelves, filter edges and invasive growth, we are not doing any of that we are just making sure water gets in and gets out just like the golf course pond, is that correct?

Supv Kramer responded that is a fairly good description. Now, if there is a problem with erosion that is caused by anything that is done by the HOA, we have permission that if they do not maintain the edges of the pond up to the standards that would prevent erosion or other damage to the pond that it is their liability and they will have to come in and take care of it; because they are not deeding the ponds to us we are not obligated to go in and mow it or anything else.

Supv Leet stated my understanding is along with these contracts is our acceptance of their plat.



Supv Kramer stated we are accepting their plat with the proviso that we are not accepting the properties until our engineer inspects them.

Supv Berube stated the deed cannot change over to us until we say yes.

Supv Leet stated this is not a 55 plus community? The issue that has come up with some of the other neighborhoods as we have accepted plats, is what kind of common areas are in here?

Supv Kramer responded they have a fairly significant number of common areas that will not be deeded to us; that will be owned by the HOA. We have no obligation to improve or add equipment or anything else. Basically, because they are not turning any of that over to us, we could not do anything anyway and hopefully we will not go out and accept it later. Any further questions.

Mr. Hamstra asked in addition to inspecting them are they going to give you asbuilt plans? Since they are wet ponds, we want to make sure everything built under the water is to plan. Are they going to provide those?

Supv Kramer responded we need to make sure we get that.

Supv Kassel stated we had a District Engineer that worked very closely with developers and there were times that we felt our best interest were not being served.

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

#### 4. Servello Landscape Agreements Ratification

Supv Kramer stated there were other items the Servello landscape agreement ratification, and trimming addendum on your agenda.

Mr. Qualls stated if there are any questions, we present that for your approval.

Supv Berube stated my understanding is we are in the last year possible with the current contract.

Mr. Qualls stated September.

Supv Berube stated September  $30^{th}$  is our last day with Servello so we have to think about what we are doing starting October  $1^{st}$ .

Mr. Qualls stated that is the resolution, it would go an extra year under that resolution. You can do that statutorily without having to go out for RFP.

Supv Kramer stated we have not made that decision or passed that resolution. This is just to ratify and have things in place until September 30, 2021. Then if we choose in

the month or two months going forward to extend, we have the option to extend for one more year. It has all been laid out legally that we have that allowance and can make a decision at that point to do that. So, in the next couple of months we need to make that decision--whether we are going to go out for competitive bid on a future contract for our landscaping or whether we are going to continue on with Servello.

Supv Berube stated if you think about it, we need to make that decision next month considering timeframes. You have to have the contract, an RFP provided, you have to notice it, you have to get people time to respond, you have to get it back here to a meeting and it typically takes two months so next month is your drop dead month.

Supv Kramer stated we can ratify this today so we will be ready to extend it if the board so chooses. I will then charge each of the Board members to go out to really survey the landscape to see what you want to do and then we can bring it back. Mr. Koncar if you will agenda for the next month to make a decision whether to carry Servello forward for another year or whether to do the bid process.

On MOTION by Mr. Berube seconded by Supv Scarborough, with all in favor, the Servello Landscape Agreement was ratified. (5-0)

#### 5. Servello Tree Trimming Addendum

No discussion.

## 6. Dock-Ters Footbridge Repair Agreement

Supv Kramer stated I do want to touch on the Dock-ters footbridge repair agreement that is in place, they did have some difficulties with their workload schedule. They were asking for a 90-day lead time and we were able to negotiate them down to a 75-day lead time. They are trying to get it started by July 1<sup>st</sup>. The only problem here is that it is degrading fairly rapidly. We had another board we had to replace that was totally hollowed out and was a serious hazard, so we replaced that. We need to have a discussion now, that if that deterioration continues, do we want to go ahead and close those footbridges in the interim.

Supv Berube stated what if we ask field services to do a weekly inspection of this subject bridges and replace wood as is needed. It is pretty easy to see and takes ten minutes to change out a board. I am going to presume you have some in stock.

Supv Scarborough stated yes, that was going to be my suggestion.

Supv Kramer stated they were asked to do that. I had to bring this further deteriorated board to their attention. If you want to keep the footbridges open, we will have to do very serious and close monitoring, we do not want the liability of somebody putting a foot through one of those and breaking an ankle. That degradation is pretty serious and some of those boards have gone fast. If that is the pleasure of the Board: one of the things that we do need to do is reiterate no golf carts. We still have golf carts that try to traverse those and do traverse those bridges and they were not built for that weight. Again, with even replacing those boards with lumber costs the way they are now we can reuse those boards when they come up and we will have to have Dock-ters save those replacement boards. Hopefully, we can get them in and get them started. I guess the question is at this point is, leave them open and continue investing money in repairing until such time as they get repaired or continuing inspecting and if it continues to degrade and is dangerous, close them for a couple of weeks in the interim.

Supv Berube stated a board cost about \$12.00, a couple of screws, and 20 minutes of time.

Supv Kramer stated the only problem with continuing to put new boards in is the stringers you are attaching them to each time you run a screw in them it is degrading the stringers too. The stringers are starting to split so we have to consider that with too much back and forth replacing the boards here, there, and everywhere we might be creating ourselves a larger problem down the road.

Supv Scarborough stated let me ask you realistically, since you have had close inspection, what would your conclusion be over the next 75 to 90 days as far as degradation goes? Do you suspect one board, two boards, six, a dozen?

Supv Kramer responded I would say it is possible for five or six. Again, I have the board out in the car, and you can take a look at it, the whole inside of it is literally rotted out. It depends, our engineer did take a look at that bridge when he was bidding on the contract, do you have any thoughts?

Mr. Hamstra responded I need to go back out there, I took pictures and notes, but from what I saw of the board in your car it looks pretty significant.

Supv Kramer stated we have replaced four boards like that. It is just the one bridge the other bridge seems to be holding a little bit better.



Mr. van der Snel stated if you close those bridges with caution tape, I give it a day and it will be gone.

Supv Berube stated if you are talking ten boards you might be spending \$150.00, notwithstanding the screw holes, the cost is minimal, the damage is minimal, I would rather just keep it safe and continue to let people to use the bridges which they are paying for.

Supv Leet stated it clearly needs focused attention and let us make sure we are giving it that attention in the six or however many weeks we have until they can be properly replaced.

Supv Berube stated I think our field manager would agree to take a careful look every week.

Mr. van der Snel stated I will do an inspection and send it to Ms. Montagna. Within a week I will have an inspection done and send a report.

Supv Kramer stated I will keep walking it and anybody else who walks it please pay special attention. The liability if somebody gets hurt on that bridge could be difficult for us to deal with. We will move forward with that and they will get to it as soon humanly possibly can. We have reiterated to them the need and were pretty firm with them about the need to get on it as soon as they possibly have an opening.

#### 7. CEPRA Landscape Agreement

Previously addressed.

#### 8. Arrow Pavement Sidewalk Agreement

No discussion.

#### 9. CDD Parcels on Tax Roll Discussion

Previously addressed.

#### C. Field Manager

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

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

Supv Kassel stated the District Ponds Report - Pond #43 Waterside says there is a significant amount of duckweed but no treatment is needed.



Mr. van der Snel stated that is wrong it should be hydrilla.

Supv Kassel stated that is what the report shows. It says no treatment is needed and it is an L3 most of this is L1 and L2, even when it is L2 which is moderate, there is a bunch of L2s here but there is nothing in the current treatment column.

Mr. van der Snel stated that is mostly for the golf course, correct?

Supv Kassel responded Yes.

Mr. van der Snel stated we do not treat the golf course.

Supv Kassel asked why are we monitoring that if we do not treat it, and why, if we are not treating it, do we not say, we do not treat these ponds, something to indicate it because people, the residents who are looking at this are going to be completely. . .

Supv Berube asked where is the note about the duckweed?

Supv Kassel responded it is in the first column if you go to the very top of the report. On the Wetland Report that monitors the invasives and reports on progress limiting those invasives. It says the lygodium infestation is high, but it has been checked that it has been treated and under control. Why is it labeled high, shouldn't it be low? These reports do not make any sense to me. There is another one the Lakes East lygodium high, no treatment not in this area now. Does that mean they will be getting to it? If so, if it is a pending activity when do you anticipate getting to it? The whole report is problematic the way it is set up.

Mr. van der Snel stated I will get on it.

Supv Kramer stated these are errors in the report but we have, especially in Long Pond and the pond behind Dark Sky, we have cattails that have gone to seed. If you can get them out there and at least get those seed heads off there so the cattail problem does not explode on us I would appreciate that. They should be able to hook them from the bank and cut them off, but tell them to be very careful, so those seed heads do not split. They have tried to spray those cattails before and they have not been successful at eradicating them, they do need to be treated.

Mr. van der Snel stated I have a couple of proposals if the Board does not have anything else as concerns.

#### vi. Proposals – Fence

1. Chapco Fence LLC - \$15,480.00



- 2. Straightline Fencing \$17,400.00
- 3. Tighten Up Fencing \$18,998.00

Mr. van der Snel reviewed the fencing proposals for the dog park. They are all 9-gauge fencing.

Supv Berube stated Chapco was 6-gauge last month did they change it?

Mr. van der Snel responded yes.

Supv Kramer stated he went back to them to get uniformity; he had also mistakenly bid out five-foot fencing instead of four foot fencing. He went back and they are now uniform, and you can see...

Supv Kassel stated Straightline Fence does not indicate the gauge of theirs.

Mr. van der Snel stated I verified it with him.

Supv Kassel ask that it is 9 gauge?

Mr. van der Snel responded yes.

Supv Kassel asked we have worked with Chapco before, have you been totally satisfied with them?

Mr. van der Snel responded Chapco In the past I tried to pick up work with him three or four years ago with the self-locking gates and the hinges and they were not responsive at all, never called back and I had a discussion with them about do you really want my business yes or no and they said actually no and at that point it was okay if that is what you like. I had no idea what I did wrong but after that it was quiet, and I used Straightline Fencing for the RV lot and that was pretty much it. Now they probably have new management because they were very responsive.

Supv Kramer stated they did the dog parks that we have.

Mr. van der Snel stated for the hinges it was Haas Fencing. I asked him for a bid, but he is in Europe now.

Supv Berube stated if you read the Chapco for the self-closing gates It says that they are four feet wide and 5 feet high and if you look above that install two 8 foot by 8-foot chain link entrances. Is that a typo for the four feet wide and five feet high?

Supv Kramer responded I think the five foot might be a holdover from the five-foot fencing bid that they submitted last time.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the Chapco Fence proposal in the amount of \$15,480.00 was approved. (5-0)

Supv Berube stated we should have asked this before we did this but the other dog parks there has been a problem with dogs digging under and part of the fix for that has been the installation at the bottom of stringer wire which works. Do we know if that is part of this?

Supv Kramer responded that is included.

Supv Kassel stated 'seven-gauge black bottom tension wire' at the bottom of the proposal.

Supv Kramer stated the one proviso is to be sure the contract or whatever agreement we sign, that it gives us some time to get the Site Development Plan approval. We do not want them going in for a permit before we get that.

Supv Berube asked Counsel will draw up a contract for this one?

Mr. Qualls responded yes, but wait for the Site Development Plan (SDP) approval to be done first.

Supv Berube stated for Chapco Fence.

Mr. Qualls stated I am trying to get this latest one

Supv Kramer stated we will be getting the SPD approval and present it to them before they pull the permit. The county had indicated it should be through within five days.

Supv Berube stated the in real time that means about July.

#### vii. Proposals – Milkweed Crossing

- 1. Arrow Paving \$5,304.00
- 2. KoPac \$4,170.00

#### ix. Proposals – Entrance

1. Rubber Surfacing Specialist - \$20,430.00

Mr. van der Snel stated there was also a proposal from Rubber Surfacing Specialist. For Arrow Paving I verified it with them it still stands at the same amount, and then we have KoPac which did some work for me in the past, and then we have Rubber Surfacing Specialist for \$20,430.00, Which I verified with them and ask are you sure this is the right amount and he said yes.

Supv Kramer ask so we have used KoPac in the past?

Mr. van der Snel responded I have not used KoPac but he said he worked in Harmony previously with the developers.

Supv Kassel stated I have never heard of them, but I like their proposal not just the price but the specificity and the thoroughness of their proposal.

On MOTION by Supv Kassel seconded by Supv Leet, with Supervisors Kassel, Leet, Kramer and Scarborough voting aye and Supervisor Berube voting nay, the KoPac proposal in the amount of \$4,170.00 was approved. (4-1)

#### viii. Proposals – Hydrilla

- 1. Aquagenix \$22,657.90
- 2. Crosscreek Environmental \$2,675.00
- 3. Sitex Aquatics \$1,140.00

Mr. van der Snel stated there are quite some differences. There is \$22,657.90, \$2,675.00 and \$1,140.00. It was very confusing for me when I got them in and maybe I should get in touch with the Engineer.

Supv Berube asked is this the Waterside pond?

Mr. van der Snel responded it is.

Supv Kramer stated It is full of hydrilla and it is not as deep was planned out to be originally and it has got a lot of problems that we need to look at and address.

Mr. van der Snel stated since that is still pending, I do not know if it is wise to do this if we are going to do a reconstruction on the entire pond.

Supv Kramer stated we are going to have to get rid of the hydrilla before we move anything around because we sure do not want to spread that hydrilla.

Supv Kassel MOVED to approve Crosscreek Environmental in the amount of \$2,675.00. The motion died for lack of a second.

Supv Berube stated we are trying to get rid of hydrilla. I do not see any text in any of these that says if we do not get rid of it after you pay us \$22,000.00, \$2,600.00 or \$1,140.00, that the hydrilla will be gone so this becomes ongoing, continuous money suck trying to get rid of the hydrilla.

Supv Kramer stated Brad was telling me that we hired somebody to get rid of the hydrilla on one of the front ponds at one point in time.

Mr. van der Snel stated that was on the Cherry Hill pond, it was SePRO, I want to say they were \$3,500.00, and they used their own products. It worked; they came in and did three treatments. And that worked.

Supv Kramer stated I assume they are still around. Do you mind trying again and working through Mr. Hamstra. Mr. Hamstra maybe you could look at it because it is our troubled pond and bring a recommendation back to the Board at the next meeting.

Supv Berube stated that is the one where they had a chemical that they wanted to try and there were two different price levels because they said if you hit it with a big quantity first it will probably do it but if you go with the half treatment you may need to do it twice. We did the half treatment and it knocked it out.

Supv Kramer stated you will investigate that, and we will bring it back next month.

Supv Kassel stated I know Sitex has the lowest bid but in my research, they have really poor reviews and Crosscreek Environmental had really good reviews.

Supv Kramer stated so I would stick with Crosscreek, SePRO, and maybe David Hamstra can recommend a third.

Supv Berube stated if there is going be a chemical you will have to get together with Inframark to make sure that if we are going to apply it, we are under our license.

#### x. Irrigation / Meters

- 1. Directional Irrigation East Entrance Update
- 2. Insight Irrigation \$1,500.00
- 3. Subsurface Solutions \$950.00
- 4. We Bore It \$3,900.00
- 5. TOHO Meter Request Harmony Square Drive
- 6. TOHO Meter Request Sebastian & Claybrick

Supv Kramer stated at this point we are almost out of time, for the irrigation meters you have all of the backup information. We have a good handle on this, but we are still waiting for a little more information.

Mr. van der Snel stated this was information for the Board to see what I was working on.

Supv Kramer stated we will deal with this next month and hopefully we will have it finalized.

#### NINTH ORDER OF BUSINESS District Manager's Report

A. Tentative FY 2022 Budget



# i. Consideration of Resolution 2021-05 - Approving the Budget and Setting the Public Hearing

Mr. Koncar stated we have one item on the agenda for approval, Resolution 2021-05. This is approving your budget and setting a public hearing for July 29<sup>th</sup> at 6:00 p.m.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor Resolution 2021-05 approving the budget for Fiscal Year 2022 and setting a public hearing thereon pursuant to Florida Law was adopted. (5-0)

#### B. Report on Number of Registered Voters – 2,079

Mr. Koncar stated there are 2,079 registered voters within the District. That is a report we give you every year and there is no action needed.

#### C. Facilities Usage Applications

i. George White - Pool Party - Swim Club Pool

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the facilities usage application for George White was approved. (5-0)

#### TENTH ORDER OF BUSINESS

#### **Supervisors' Requests**

Supv Kassel asked what the status was with South Florida Water Management District for the invasives?

Supv Kramer responded they have accepted the estimate timetable which estimates that within the next year and a half that we would hopefully have all of the Old World Climbing Fern eradicated from District owned properties. They were accepting of that; we are doing further research as it appears our whole lakefront parcel on Buck Lake although we have eradicated and are following up on that parcel, that was back in 2001/2002 and removed not only from the District boundaries but from the conservation areas also so that is not under their jurisdiction at this point in time, but we want to take care of that anyway and that has been eradicated. They have accepted the report with no feedback. As far as timing, they will be out to further inspect. They seem to understand that we cannot trespass on privately owned property. I got the conservation easement language where Birchwood Acres deeded over conservation easements to the District but did not give conservation easements over those conservation areas to Harmony CDD. Birchwood Acres deeded



Conservation easements over, for enforcement purposes, to the Water Management District. They did not deed them over to Harmony CDD. We have no right to enter those conservation areas still privately owned.

Supv Berube asked by who?

Supv Kramer responded many of them by Mr. Jerman and some are owned and are, actually, there is one on Neighborhood M that is under enforcement action that they have a monitoring plan. Again, in the enforcement, although we are the operating entity, any enforcement on the conservation area has to go to the private landowner at this point in time.

Supv Berube stated the previous Engineer said under that water management edict you have to do it all, that was his opinion.

#### **ELEVENTH ORDER OF BUSINESS**

Adjournment

There being no further business,

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the meeting was adjourned. (5-0)

Meeting was adjourned at 7:58 pm.		
		Teresa Kramer
Assistant Secretary/Secretary	Chair	



**3B.** 



TO: Board of Supervisors, Harmony CDD

FROM: Helena Randel, Accountant CC: Bob Koncar, District Manager

DATE: June 13, 2021 SUBJECT: May 2021 Financials

Please find the attached May 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 May is approximately 95% of the annual budget.
  - ▶ Non Ad Valorem Assessment collections are at 93%.
- Total Expenditures through May are at 64% 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, permits, 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 \$4,640, 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

May 31, 2021

**Prepared by** 



# **HARMONY**Community Development District

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## **HARMONY**

Community Development District

## **Financial Statements**

(Unaudited)

May 31, 2021





## Balance Sheet May 31, 2021

ACCOUNT DESCRIPTION	GEN	GENERAL FUND		SERIES 2014 SERIES 2015 DEBT SERVICE FUND FUND		DEBT SERVICE		TOTAL
ASSETS								
Cash - Checking Account	\$	333,003	\$	-	\$	-	\$	333,003
Investments:								
Money Market Account		1,638,834		-		-		1,638,834
Prepayment Account		-		12,247		74,020		86,267
Reserve Fund		-		607,313		340,000		947,313
Revenue Fund		-		533,978		258,790		792,768
Prepaid Items		2,720		-		-		2,720
TOTAL ASSETS	\$	1,974,557	\$	1,153,538	\$	672,810	\$	3,800,905
LIABILITIES  Accounts Payable	\$	28,889	\$	-	\$	-	\$	28,889
TOTAL LIABILITIES		28,889		-		-		28,889
FUND BALANCES  Nonspendable:								
Prepaid Items		2,720		-		-		2,720
Restricted for:								
Debt Service		-		1,153,538		672,810		1,826,348
Assigned to:								
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
Unassigned:		1,238,483		-		-		1,238,483
TOTAL FUND BALANCES	\$	1,945,668	\$	1,153,538	\$	672,810	\$	3,772,016
TOTAL LIABILITIES & FUND BALANCES	\$	1,974,557	\$	1,153,538	\$	672,810	\$	3,800,905



ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	
REVENUES					
Interest - Investments	\$ 9,381	\$ 6,256	\$ 2,447	\$ (3,809)	
Interest - Tax Collector	-	-	1,706	1,706	
Special Assmnts- Tax Collector	1,876,212	1,876,212	1,739,122	(137,090)	
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	-	-	973	973	
Access Cards	1,500	1,000	1,110	110	
Facility Revenue	500	336	200	(136)	
User Facility Revenue	5,000	3,336	16,725	13,389	
TOTAL REVENUES	1,795,111	1,789,658	1,707,010	(82,648)	
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	12,000	8,000	6,800	1,200	
FICA Taxes	918	611	520	91	
ProfServ-Arbitrage Rebate	1,200	600	-	600	
ProfServ-Dissemination Agent	1,500	1,500	1,500	-	
ProfServ-Engineering	9,500	6,336	16,118	(9,782)	
ProfServ-Legal Services	90,000	60,000	56,373	3,627	
ProfServ-Mgmt Consulting Serv	67,200	44,800	44,800	-	
ProfServ-Property Appraiser	392	392	438	(46)	
ProfServ-Special Assessment	8,822	8,822	8,822	-	
ProfServ-Trustee Fees	10,160	5,590	-	5,590	
Auditing Services	4,600	4,600	4,400	200	
Postage and Freight	1,200	800	1,411	(611)	
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	664	184	480	
Legal Advertising	1,000	664	442	222	
Misc-Records Storage	150	104	-	104	
Misc-Assessment Collection Cost	37,524	37,524	35,068	2,456	
Misc-Contingency	5,000	3,336	1,600	1,736	
Office Supplies	50	32	-	32	
Annual District Filing Fee	175_	175	175_		
Total Administration	281,168	213,327	206,639	6,688	
<u>Field</u>					
ProfServ-Field Management	295,000	196,664	190,395	6,269	
Total Field	295,000	196,664	190,395	6,269	



ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Landscape Services				
Contracts-Mulch	61,000	40,664	40,344	320
Contracts-Irrigation	-	-	4,400	(4,400)
Contracts - Landscape	267,000	178,000	177,432	568
Cntrs-Shrub/Grnd Cover Annual Svc	158,000	105,336	104,789	547
R&M-Irrigation	15,000	10,000	3,662	6,338
R&M-Trees and Trimming	40,000	26,664	1,100	25,564
Miscellaneous Services	32,000	21,336	9,656	11,680
Total Landscape Services	573,000	382,000	341,383	40,617
<u>Utilities</u>				
Electricity - General	35,000	23,336	25,620	(2,284)
Electricity - Streetlighting	90,000	60,000	68,205	(8,205)
Utility - Water & Sewer	140,000	93,336	72,532	20,804
Total Utilities	265,000	176,672	166,357	10,315
Operation & Maintenance				
Communication - Telephone	5,500	3,664	2,177	1,487
Utility - Refuse Removal	3,000	2,000	1,782	218
R&M-Ponds	10,000	6,664	975	5,689
R&M-Pools	35,000	23,336	11,950	11,386
R&M-Roads & Alleyways	2,000	1,336	-	1,336
R&M-Sidewalks	15,000	10,000	92	9,908
R&M-Vehicles	15,000	10,000	2,248	7,752
R&M-User Supported Facility	20,000	13,336	7,570	5,766
R&M-Equipment Boats	6,000	4,000	1,977	2,023
R&M-Parks & Facilities	35,000	23,336	14,468	8,868
Miscellaneous Services	2,000	1,336	129	1,207
Misc-Contingency	10,000	6,664	5,794	870
Misc-Security Enhancements	6,500	4,336	2,061	2,275
Op Supplies - Fuel, Oil	5,000	3,336	1,159	2,177
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	44,625	(14,625)
Reserve - Sidewalks & Alleyways	60,000	60,000	14,136	45,864
Total Operation & Maintenance	280,000	223,344	152,053	71,291
Debt Service				
Principal Debt Retirement	-	-	12,260	(12,260)
Interest Expense	-	-	14,340	(14,340)
Total Debt Service			26,600	(26,600)

**HARMONY** 



General Fund

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YE	AR TO DATE		ARIANCE (\$) AV(UNFAV)
TOTAL EXPENDITURES		1,694,168		1,192,007		1,083,427		108,580
Excess (deficiency) of revenues								
Over (under) expenditures	100,943 597,651				623,583 25,			
OTHER FINANCING SOURCES (USES)								
Operating Transfers-Out		(26,600)		(26,600)		-		26,600
Contribution to (Use of) Fund Balance		74,343		-		-		-
TOTAL FINANCING SOURCES (USES)		47,743		(26,600)		-		26,600
Net change in fund balance	\$	74,343	\$	571,051	\$	623,583	\$	52,532
FUND BALANCE, BEGINNING (OCT 1, 2020)		1,322,085		1,322,085		1,322,085		
FUND BALANCE, ENDING	\$	1,396,428	\$	1,893,136	\$	1,945,668		



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

For the Period Ending May 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	AR TO DATE BUDGET	YEAR TO DATE ACTUAL		RIANCE (\$)
REVENUES						
Interest - Investments	\$ 3,114	\$	2,080	\$	52	\$ (2,028)
Special Assmnts- Tax Collector	1,245,641		1,245,641		1,165,970	(79,671)
Special Assmnts- Prepayment	-		-		111,476	111,476
Special Assmnts- Discounts	(49,826)		(49,826)		(37,057)	12,769
TOTAL REVENUES	1,198,929		1,197,895		1,240,441	42,546
<u>EXPENDITURES</u>						
<u>Administration</u>						
Misc-Assessment Collection Cost	24,913		24,913		23,511	1,402
Total Administration	24,913		24,913		23,511	1,402
Debt Service						
Principal Debt Retirement	640,000		640,000		640,000	_
Principal Prepayments	-		-		125,000	(125,000)
Interest Expense	535,800		535,800		535,144	656
Total Debt Service	 1,175,800		1,175,800		1,300,144	 (124,344)
TOTAL EXPENDITURES	1,200,713		1,200,713		1,323,655	(122,942)
Excess (deficiency) of revenues						
Over (under) expenditures	 (1,784)		(2,818)		(83,214)	 (80,396)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	(1,784)		-		-	<u>-</u>
TOTAL FINANCING SOURCES (USES)	(1,784)		-		-	-
Net change in fund balance	\$ (1,784)	\$	(2,818)	\$	(83,214)	\$ (80,396)
FUND BALANCE, BEGINNING (OCT 1, 2020)	1,236,752		1,236,752		1,236,752	
FUND BALANCE, ENDING	\$ 1,234,968	\$	1,233,934	\$	1,153,538	



ACCOUNT DESCRIPTION	Δ	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	YE	YEAR TO DATE ACTUAL		ARIANCE (\$) AV(UNFAV)
REVENUES							
Interest - Investments	\$	2,270	\$ 1,512	\$	31	\$	(1,481)
Special Assmnts- Tax Collector		908,123	908,123		814,007		(94,116)
Special Assmnts- Other		_	-		26,600		26,600
Special Assmnts- Prepayment		-	-		196,153		196,153
Special Assmnts- Discounts		(36,325)	(36,325)		(25,871)		10,454
TOTAL REVENUES		874,068	873,310		1,010,920		137,610
EXPENDITURES							
<u>Administration</u>							
Misc-Assessment Collection Cost		18,162	18,162		16,414		1,748
Total Administration		18,162	18,162		16,414		1,748
Debt Service							
Principal Debt Retirement		395,000	395,000		380,000		15,000
Principal Prepayments		-	-		460,000		(460,000)
Interest Expense		471,838	471,838		463,384		8,454
Total Debt Service		866,838	 866,838		1,303,384		(436,546)
TOTAL EXPENDITURES		885,000	885,000		1,319,798		(434,798)
Excess (deficiency) of revenues							
Over (under) expenditures		(10,932)	 (11,690)		(308,878)		(297,188)
OTHER FINANCING SOURCES (USES)							
Interfund Transfer - In		26,600	26,600		-		(26,600)
Contribution to (Use of) Fund Balance		15,668	-		-		-
TOTAL FINANCING SOURCES (USES)		42,268	26,600		-		(26,600)
Net change in fund balance	\$	15,668	\$ 14,910	\$	(308,878)	\$	(323,788)
FUND BALANCE, BEGINNING (OCT 1, 2020)		981,688	981,688		981,688		
FUND BALANCE, ENDING	\$	997,356	\$ 996,598	\$	672,810		



## **HARMONY**

Community Development District

**Supporting Schedules** 

May 31, 2021



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

					, and a	Allocation by Fund	İ
		Discount/		Gross		Series 2014	Series 2015
Date	Net Amount	(Penalties)	Collection	Amount	General	Debt Service	Debt Service
Received	Received	Amount	Cost	Received	Fund	Fund	Fund
ASSESSMEN	TS LEVIED FY 20	021		\$ 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
05/11/21	57,048	(1,696)	1,164	56,516	26,428	17,718	12,370
05/12/21	1,340	-	27	1,368	640	429	299
TOTAL	\$ 3,527,601	\$ 116,505	\$ 74,992	\$ 3,719,099	\$ 1,739,122	\$ 1,165,970	\$ 814,007

Collected in % 94%

TOTAL OUTSTANDING	\$ 245,195	\$ 114,659	\$ 76,871	\$ 53,667

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.

# **HARMONY**Community Development District

# Cash and Investment Report May 31, 2021

## **General Fund**

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$333,003
Money Market Account	BankUnited	Money Market Account	n/a	0.20%	\$1,638,834
				Subtotal	\$1,971,837

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

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$12,247
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%	\$533,978
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$74,020
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%	\$258,790
				Subtotal	\$1,826,348
				Total	\$3,798,185



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# Harmony

## **Community Development District**

General Fund

# Invoice Approval Report # 254

# June 11, 2021

Payee	Invoice	A= Approval		Invoice
rayee	Number	R= Ratification		Amount
BOYD CIVIL ENGINEERING	03009	Α	\$	918.75
		Vendor Total		918.75
		·		
BRIGHT HOUSE NETWORKS - ACH	028483401050721 ACH	R R	\$	123.98
	028483501053021 ACH	· · · · · · · · · · · · · · · · · · ·	\$	109.98 233.96
		Vendor Total	Ф	233.90
CARDMEMBER SERVICES	051021-0832 ACH	R	\$	1,655.76
		Vendor Total	\$	1,655.76
		•		
FLORIDA DEPT OF HEALTH	2021/2022 ACH	R	\$	1,050.35
		Vendor Total	\$	1,050.35
FLORIDA RESOURCE MGT LLC-ACH	024073 ACH	R	\$	7,873.96
. 2011/2/11/20001102 11101 220 /1011	024864 ACH	R		10,799.61
		Vendor Total		18,673.57
		•		
HARMONY CDD C/O U.S. BANK	051921-2	R		12,408.38
	051921-1	R		17,773.58
		Vendor Total	\$	30,181.96
INFRAMARK	64726	Α	\$	34,206.28
		Vendor Total	\$	34,206.28
JOHN WARNER	042121	R	\$	1,000.00
	V.=.=.	Vendor Total		1,000.00
		-		
McQUAGGE ELECTRIC CO	4187	R	\$	358.70
	4224	R	\$	489.25
		Vendor Total	\$	847.95
ORLANDO UTILITIES COMMISSION-ACH	051021-9921 ACH	R	\$	11,287.40
		Vendor Total	\$	11,287.40
PINEY BRANCH MOTORS INC - ACH	RI1077984 EFT	R	\$	490.00
FINE I BRANCH WOTORS INC - ACH	RI1077984 EFT	R	\$	90.00
		Vendor Total		580.00
			Ψ	000.00
POOLSURE	101295617945	R	\$	352.50
	101295618052	R	\$	35.00
	101295618051	R	\$	60.00
	101295617944	R	\$	548.30
	101295618638	R	\$	156.00
	101295618939	R	\$	156.00
		Vendor Total	\$	1,307.80



# Harmony

## **Community Development District**

General Fund

## Invoice Approval Report # 254

# June 11, 2021

Payee	Invoice	A= Approval	Invoice
,	Number	R= Ratification	Amount
SERVELLO & SONS INC	19214	R	\$ 39,667.17
	19280	R	\$ 653.42
	19275	R	\$ 2,200.00
	19382	R	\$ 654.64
	19571	R	\$ 277.20
		Vendor Total	\$ 43,452.43
SPIES POOL LLC	367414	R	¢ 405.00
SPIES POOL LLC	367414		\$ 195.00
		Vendor Total	\$ 195.00
TEM SYSTEMS, INC.	INV14378	R	\$ 494.00
		Vendor Total	\$ 494.00
TOHO WATER AUTHORITY - ACH	051921 ACH	R	\$ 11,185.40
		Vendor Total	\$ 11,185.40
LIC DANK	04.40.44.0	R	Ф 5000.00
US BANK	6140418		\$ 5,389.66
		Vendor Total	\$ 5,389.66
VERIZON - ACH	9879671196 ACH	R	\$ 437.43
		Vendor Total	\$ 437.43
WASTE CONNECTIONS OF FL.	1334110	R	\$ 225.00
		Vendor Total	<u> </u>
YOUNG QUALLS, P.A.	16255	Α	\$ 4,062.50
TOUNG QUALLS, P.A.	10233		
		Vendor Total	\$ 4,062.50
		Total Invoices	\$ 167 385 20
		Total IIIVoices	Ψ .01,000.20



## **HARMONY**

Community Development District

**Check Register** 

May 1 - May 31, 2021



#### **Payment Register by Bank Account**

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
BANK UN	ITED GF -	(ACCT#XXXXX9494)					
CHECK # 38	4						
05/06/21	Vendor	POOLSURE	101295617137	4/14 ASHLEY PARK BLEACH & CHEMICALS	R&M-Pools	001-546074-53910	\$465.80
						Check Total	\$465.80
CHECK # 38	5						
05/06/21	Vendor	SANDRA L. SCHNEIDER	INV-0330	SWING SET BAR REPAIR	R&M-Parks & Facilities	001-546225-53910	\$400.00
						Check Total	\$400.00
CHECK # 38	6						
05/06/21	Vendor	SERVELLO & SONS INC	19002	APR LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,619.00
05/06/21	Vendor	SERVELLO & SONS INC	19002	APR LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$5,016.77
05/06/21	Vendor	SERVELLO & SONS INC	19002	APR LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$13,031.40
05/06/21	Vendor	SERVELLO & SONS INC	19070	APR 2021 EAST LAKE BERM	Contracts-Mulch	001-534065-53902	\$26.25
05/06/21	Vendor	SERVELLO & SONS INC	19070	APR 2021 EAST LAKE BERM	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$67.17
05/06/21	Vendor	SERVELLO & SONS INC	19070	APR 2021 EAST LAKE BERM	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$560.00
						Check Total	\$40,320.59
CHECK # 38	7						
05/13/21	Vendor	BERGER, TOOMBS, ELAM	352904	AUDIT FYE 09/30/20 - FINAL	Auditing Services	001-532002-51301	\$4,400.00
						Check Total	\$4,400.00
CHECK # 38	8						
05/13/21	Vendor	POOLSURE	101295616959	MAY SPLASH PAD CNTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
05/13/21	Vendor	POOLSURE	101295617527	4/27 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$345.00
05/13/21	Vendor	POOLSURE	101295616958	MAY ASHLEY PARK CNTRLR LEASE	R&M-Pools	001-546074-53910	\$60.00
						Check Total	\$440.00
CHECK # 38	9						
05/13/21	Vendor	SERVELLO & SONS INC	19116	APRIL IRRIGATION	Contracts-Irrigation	001-534073-53902	\$2,200.00
						Check Total	\$2,200.00
CHECK # 39	0						
05/13/21	Vendor	TEM SYSTEMS, INC.	INV14379	POWER SUPPLY PLUG-IN	R&M-Parks & Facilities	001-546225-53910	\$58.00
						Check Total	\$58.00



#### **Payment Register by Bank Account**

	Туре	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 39	1						
)5/13/21	Vendor	WASTE CONNECTIONS OF FL.	1329343	05/01/21-05/31/21 WASTE REMOVAL	Utility - Refuse Removal	001-543020-53910	\$225.00
						Check Total	\$225.00
CHECK # 39	2						
)5/27/21	Vendor	BOYD CIVIL ENGINEERING	02978	ENG SRVCS THRU 05/02/21	ProfServ-Engineering	001-531013-51501	\$1,311.25
)5/27/21	Vendor	BOYD CIVIL ENGINEERING	02979	ENGINEERING SRVCS THRU 05/04/21	ProfServ-Engineering	001-531013-51501	\$1,213.75
						Check Total	\$2,525.00
CHECK # 39	3						
)5/27/21	Vendor	HARMONY CDD C/O U.S. BANK	051921-1	TXFR TAX COLLECT SER 2014	Due to other Funds	131000	\$17,773.58
						Check Total	\$17,773.58
CHECK # 39	4						
)5/27/21	Vendor	HARMONY CDD C/O U.S. BANK	051921-2	TXFR TAX COLLECT SER 2015	Due to other Funds	131000	\$12,408.38
						Check Total	\$12,408.38
CHECK # 39	5						
)5/27/21	Vendor	INFRAMARK, LLC	63577	MAY MANAGEMENT SRVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,600.00
)5/27/21	Vendor	INFRAMARK, LLC	63577	MAY MANAGEMENT SRVCS	Postage and Freight	001-541006-51301	\$6.63
)5/27/21	Vendor	INFRAMARK, LLC	63577	MAY MANAGEMENT SRVCS	Printing and Binding	001-547001-51301	\$4.10
						Check Total	\$5,610.73
CHECK # 39	6						
)5/27/21	Vendor	McQUAGGE ELECTRIC CO	4187	INSTALL/RPLC GFCI RECEPTACLE	R&M-Parks & Facilities	001-546225-53910	\$358.70
						Check Total	\$358.70
CHECK # 39	7						
)5/27/21	Vendor	SERVELLO & SONS INC	19214	MAY LANDSCAPE MAINT	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$21,619.00
)5/27/21	Vendor	SERVELLO & SONS INC	19214	MAY LANDSCAPE MAINT	Contracts-Mulch	001-534065-53902	\$5,016.77
)5/27/21	Vendor	SERVELLO & SONS INC	19214	MAY LANDSCAPE MAINT	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$13,031.40
)5/27/21	Vendor	SERVELLO & SONS INC	19280	MAY 2021 EAST LAKE BERM	Contracts-Mulch	001-534065-53902	\$26.25
)5/27/21	Vendor	SERVELLO & SONS INC	19280	MAY 2021 EAST LAKE BERM	Cntrs-Shrub/Grnd Cover Annual Svc	001-534172-53902	\$67.17
)5/27/21	Vendor	SERVELLO & SONS INC	19280	MAY 2021 EAST LAKE BERM	Cntrs-Landscape/Irrigation Maint	001-534171-53902	\$560.00
)5/27/21	Vendor	SERVELLO & SONS INC	19275	MAY IRRIGATION	Contracts-Irrigation	001-534073-53902	\$2,200.00
)5/27/21	Vendor	SERVELLO & SONS INC	19382	APRIL IRRIGATION RPRS	R&M-Irrigation	001-546041-53902	\$654.64
						Check Total	\$43,175.23



#### **Payment Register by Bank Account**

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 398							
05/27/21	Vendor	YOUNG QUALLS, P.A.	16228	GENERAL COUNSEL THRU 04/30/21	ProfServ-Legal Services	001-531023-51401	\$6,915.00
						Check Total	\$6,915.00
CHECK # 39							
05/27/21	Vendor	POOLSURE	101295617945	5/11 SWIM CLUB BLEACH & ACID	R&M-Pools	001-546074-53910	\$352.50
05/27/21	Vendor	POOLSURE	101295617944	5/12 ASHLEY PARK BLEACH & CHEMICALS	R&M-Pools	001-546074-53910	\$548.30
						Check Total	\$900.80
CHECK # 40		CDIEC DOOL LLC	367414	INCOPPOR CAMINA OLLID I CUTAIC TONICEDIADO	DOM Doolo	001 54/074 52010	¢10F.00
05/27/21	Vendor	SPIES POOL LLC	30/414	INSPECT SWIM CLUB LGHTNG TRNSFRMRS	R&M-Pools	001-546074-53910	\$195.00
CHECK # 40						Check Total	\$195.00
05/27/21	Vendor	TEM SYSTEMS, INC.	INV14378.	INSTALL NEW DOORKING GATE LOCK	R&M-Parks & Facilities	001-546225-53910	\$494.00
03/2//21	vendo	TEM STOTEMS, INC.	1144 14570.	INSTALL NEW DOORKING GATE LOCK	IXXIVI-I dik3 & i dellitie3	Check Total	\$494.00
ACH #DD843	3					Check Total	φ494.00
05/03/21	Employee	MICHAEL J. SCARBOROUGH	PAYROLL	May 03, 2021 Payroll Posting			\$184.70
	,,			,,		ACH Total	\$184.70
ACH #DD850	0					7107770147	ψ101.70
05/14/21	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1072620 ACH	05/02/20-06/01/21 12X60 OFFICE TRAILER	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
					·	ACH Total	\$490.00
ACH #DD85	1						
05/14/21	Vendor	PINEY BRANCH MOTORS INC - ACH	RI1072621 ACH	05/02/20-06/01/21 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
						ACH Total	\$90.00
ACH #DD852							
05/10/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501043021 ACH	04/28/21-05/27/21 0050284835-01 Internet	Misc-Security Enhancements	001-549911-53910	\$109.98
						ACH Total	\$109.98
ACH #DD853							
05/10/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	023407 ACH	PAYROLL PE 05/02/21	ProfServ-Field Management	001-531016-53901	\$7,758.72
						ACH Total	\$7,758.72



#### **Payment Register by Bank Account**

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD854 05/10/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	023422 ACH	PAYROLL PE 05/02/21	ProfServ-Field Management	001-531016-53901	\$786.78
<b>ACH #DD855</b> 05/10/21	i Vendor	VERIZON - ACH	9877530410 ACH	03/13/21-04/12/21 542375492-00001	Communication - Telephone	<b>ACH Total</b> 001-541003-53910	\$786.78
<b>ACH #DD856</b> 05/10/21	Vendor	FLORIDA RESOURCE MGT LLC-ACH	024073 ACH	PAYROLL PE 05/16/21	ProfServ-Field Management	<b>ACH Total</b> 001-531016-53901	\$437.43
<b>ACH #DD857</b> 05/10/21	Vendor	TOHO WATER AUTHORITY - ACH	041921 ACH	03/19/21-04/19/21 WATER UTILITY	Utility - Water & Sewer	001-543021-53903	\$7,873.96 \$16,474.94 \$16,474.94
ACH #DD858 05/20/21	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401050721 ACH	05/06/21-06/05/21 0050284834-01 Internet	Misc-Security Enhancements	ACH Total  001-549911-53910  ACH Total	\$10,474.94 \$123.98 \$123.98
ACH #DD861 05/10/21	Vendor	FLORIDA DEPT OF HEALTH	2021/2022 ACH	2021/22 POOL PERMITS (2 pools, wading & wtr ftr)	R&M-Pools	001-546074-53910	\$1,050.35 \$1,050.35
ACH #DD871 05/01/21 05/01/21	Vendor Vendor	UNITEDHEALTHCARE INS-ACH UNITEDHEALTHCARE INS-ACH	APRIL 2021 ACH APRIL 2021 ACH	APRIL MED/DENTAL/VISION - 1ST PAYMENT PAYMENT DRAFTED LESS THAN AMOUNT BILLED	Prepaid Items Prepaid Items	155000 155000 ACH Total	\$1,050.35 \$1,634.50 (\$6.00) \$1,628.50
						Account Total	

	Monthly Credit Card Purchases					
May-21						
Date	Vendor	Description	Amount			
04/12/21	Amazon	goodwil refund	(10.94)			
04/12/21	Amazon	angle valve	(39.06)			
04/16/21	Amazon	paint brushes	(16.49)			
04/19/21	Amazon	paint brushes	(16.49)			
04/09/21	ID Zone	50 proximity cards	359.10			
04/09/21	Amazon	doorking mag lock	304.21			
04/09/21	Amazon	printer paper	29.98			
04/09/21	Amazon	touchless faucets	159.96			
04/12/21	Amazon	trolling motor with battery	281.19			
04/12/21	Amazon	dehumidifier hose parts	79.96			
04/13/21	Swamp Kustoms	bobcat brake pads and installation	491.78			
04/13/21	WAWA	truck gas	83.08			
04/13/21	Swamp Kustoms	labor	87.55			
04/14/21	Home Depot	home depot-weathershield	40.68			
04/14/21	Staples	boat carbonless form - user agreement	76.60			
04/14/21	D's Ace Hardware	ace hardware-supply line	39.96			
04/14/21	Paypal	return- via UPS	16.19			
04/14/21	7-Eleven	gas	60.00			
04/15/21	Sunoco	diesel	54.72			
04/15/21	Jamil Tires Plus	2 small tires installed	27.95			
04/15/21	Amazon	4 replacement cartridges for predator 200	289.98			
04/15/21	Amazon	chlorine	29.97			
04/15/21	Amazon	outdoor umbrellas	146.97			
04/19/21	Amazon	paint brush	16.49			
04/19/21	Amazon	tape refills	7.99			
04/22/21	Amazon	cordless hedge trimmer	109.99			
04/23/21	Amazon	paint brush	14.99			
04/26/21	D's Ace Hardware	keys	11.15			
04/27/21	WAWA	truck gas	59.61			
04/27/21	Amazon	bungee dock lines	33.98			
04/28/21	Amazon	shammy cloths	30.63			
04/29/21	Supreme Quick Lube	oil	62.11			
04/29/21	Amazon	dawn professional dish detergent	15.00			
04/29/21	ebay	bobcat brake	75.00			
04/29/21	Sunoco	gas	68.87			
04/30/21	Amazon	floor jack	274.99			
04/30/21	Apple.com	Icloud storage thru 6/2/21	2.99			
05/03/21	Zoom	5/4/21-5/3/22 subscription	149.90			
05/05/21	Amazon	dawn dish soap	13.58			
05/05/21	Amazon	tree watering bags	35.08			
05/05/21	ID Zone	100 Badges	359.10			
05/06/21	Amazon	porch Swing with Cupholders	378.99			
05/10/21	Amazon	3 lysol multi-surface cleaner	25.05			
05/10/21	Amazon	volleyball net	39.68			
05/10/21	Amazon	dust masks	20.05			
			4,382.07			



# **Fifth Order of Business**



# **5A**



# Community advisors, LLC Reserve Study Professionals







June 14, 2021

Mr. Gabriel Mena Assistant District Manager S.E. Inframark Infrastructure Management Services 210 N. University Drive, Suite 702 Coral Springs, FL 33071

Re: Level I Reserve Study for Harmony CDD

Dear Mr. Mena:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for your District. When our analysis is completed, we recommend a brief meeting to discuss the results, answer questions after which adjustments are made so you have a funding plan that works for you. Power point presentations are available at an additional fee which are useful at Board of Supervisors to identify major components you maintain, current financial status and your new funding plan.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI* President & Reserve Analyst

CRShamarl









#### Scope of Work for District

Areas included are streets, trails, entry features stormwater system, various amenities. with components evaluated that include:

- Streets and parking lots
- Piers and boats
- Dog Park fencing
- Site lighting
- Basketball, shuffleboard courts

- Play equipment, misc. items.
- Landscaping and irrigation systems
- Splash pad, equipment
- Other components identified at site visit.

#### **Terms of Service**

#### Physical Analysis

- The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed ladder access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

#### Financial Analysis

A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

#### Your Reserve Study Includes

- \* Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- Inventory of major components with replacement cost, useful and remaining life projections.
- Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

#### Payment Agreement & Terms

To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

Profession	greement for consulting services is accepted this date: onal Fee: \$3,900.00 Deposit Required: -0- teport is typically 4-6 weeks after completion of site visit.
Authorized Signature:	Title:
Printed Name:	Date:

#### Communities

- Villas of Nocatee Jacksonville, Fl
- Vizcava HOA Jacksonville, FL
- Cimarrone POA St. Johns, FL
- Deercreek Country Club Owners Association Jacksonville, FL
- Deerwood Country Club Jacksonville, FL
- Coastal Oaks Ponte Vedra, FL
- Durbin Crossing HOA St. Johns, FL
- Montevilla HOA Jacksonville, Fl
- Preserve at Summer Beach Fernandina Beach, FL
- Amelia Park Neighborhood Fernandina Beach, FL
- Amelia Oaks Fernandina Beach, FL
- Coastal Oaks Amelia Fernandina Beach, FL
- Oyster Bay POA Fernandina, FL
- Oyster Bay Yacht Club Fernandina, FL
- Ocean Breeze HOA Fernandina Beach, FL
- The Enclave at Summer Beach Fernandina Beach, FL
- RiverPlace at Summer Beach Fernandina Beach, FL
- Amelia National Fernandina, FL
- The Landings Skidaway Island, GA
- Beresford Hall Assembly North Charleston, SC
- The Georgia Club Statham, GA
- Corolla Light POA Corolla, NC
- Cumberland Harbour St. Mary's, GA

#### Condominiums

- Twin Leaf Jacksonville, FL
- Gallery Homes at Tapestry Park Jacksonville, FL
- Village Homes at Tapestry Park Jacksonville, FL
- Laterra at World Golf St. Augustine, FL
- The Preserve at James Island Jacksonville, FL
- Cumberland On Church Nashville, TN
- Surf Club III Palm Coast, FL
- The Peninsula Jacksonville, FL
- The Plaza at Berkman Plaza Jacksonville, FL
- 1661 Riverside Jacksonville, FL
- Seascape Jacksonville Beach, FL
- Southshore Condominium Jacksonville Beach, FL
- Ocean Club Villas Amelia Island, FL
- Sand Dollar Condominium Amelia Island, FL
- Captain's Court Amelia Island, FL
- Ocean Villas at Serenata Beach St. Augustine, FL
- Watermark Jacksonville Beach, FL
- Oceanic Condominium Jacksonville Beach, FL
- Ocean 14 Condominium Jacksonville Beach, FL
- Serena Point Condominium Jacksonville Beach, FL
- Oceania Condominium Jacksonville Beach, FL
- Mirabella Condominium Jacksonville, FL
- Dunes Club Villas Amelia Island, FL



#### **Active Adult Communities**

- Del Webb Ponte Vedra Ponte Vedra, FL
- Stone Creek by Del Webb Ocala, FL
- Villages of Seloy St. Augustine, FL
- Cascades at World Golf Village St. Augustine, FL
- The Haven at New Riverside Bluffton, SC
- Artisan Lakes Jacksonville, FL

#### Religious/Schools

- St. Mark's Episcopal Church Brunswick, GA
- Memorial Presbyterian Church St. Augustine, FL
- Frederica Academy St. Simons Island, GA
- Trinity Episcopal Church St. Augustine, FL
- St. Mark's Towers Brunswick, GA
- Fishburn Military School Waynesboro, VA
- Isle of Faith United Methodist Church Jacksonville, FL
- Deermeadows Baptist Church Jacksonville, FL

#### **Community Development Districts**

- Tolomato, (Nocatee)
- Amelia Concourse
- Tisons Landing
- Amelia Walk
- South Village
- Sampson Creek
- Middle Village
- Ridgewood Trails
- Glen St. Johns
- Bartram Springs
- Rivers Edge
- Aberdeen
- Durbin Crossing
- St. Johns Forrest
- Dunes Utility
- Double Branch
- Pine Ridge
- Brandy Creek
- Turnbull Creek
- Arlington Ridge
- Magnolia West



## Reserve Analyst & Inspector's Credentials

### Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

**Education** - Virginia Polytechnic Institute & State University - BS

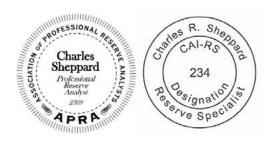
**License** - Certified General Contractor, Certified Home Inspector - Florida

#### **Professional Designations & Memberships**

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI





# **5B**





May 03, 2021

Cindy Cerbone Wrathell, Hunt and Associates, LLC - Boca Raton 2300 Glades Road #410W Boca Raton, Florida 33431

Proj: Harmony West - Buck Lake Management

Re: Proposal for Environmental Services - (BTC Proposal No. 21-1034)

Dear Cindy:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Harmony West - Buck Lake Management in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards, Jay Baker Director

Orlando: Main Office 3025 East South Street Orlando, FL 32803

Vero Beach Office 4445 N A1A Suite 221 Vero Beach, FL 32963

Jacksonville Office 1157 Beach Boulevard Jacksonville Beach, FL 32250

Tampa Office 6011 Benjamin Road Suite 101B Tampa, FL 33634

Key West Office 1107 Key Plaza Suite 259 Key West, FL 33040

Aquatic & Land Management Operations 3825 Rouse Road Orlando, FL 32817

407.894.5969 877.894.5969 407.894.5970 fax



Cindy Cerbone; Wrathell, Hunt and Associates, LLC - Boca Raton Harmony West - Buck Lake Management (BTC Proposal # 21-1034)

#### PROPOSAL FOR ENVIRONMENTAL SERVICES HARMONY WEST - BUCK LAKE MANAGEMENT BTC PROPOSAL No. 21-1034

#### 1. MAINTENANCE INITIAL (75-3)

Initial Herbicide Treatment. Initial treatment within the wetland and upland buffer preservation areas. This initial treatment will target all Category I and II Exotic Species (FLEPPC Lists) located within the preservation areas.

**NOTES:** Initial treatment of Buck Lake to clean up the canals and majority of the Lake.

**TOTAL PRICE:** \$3,500.00

#### 2. MAINTENANCE MONTHLY - LAKESHORES (75-10)

This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.

**NOTES:** monthly = \$14,400.00 annual

**Event Price:** \$1,200.00



INITIAL: (BTC) (Client)



Cindy Cerbone; Wrathell, Hunt and Associates, LLC - Boca Raton Harmony West - Buck Lake Management (BTC Proposal # 21-1034)

## Bio-Tech Consulting, Inc. Time & Materials Schedule

Expert Witness	\$275.00-\$350.00/Hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/Hour
Project Manager	\$135.00/Hour
Wildlife Specialist	\$120.00/Hour
Field Biologist	\$100.00/Hour
Field Technician	\$90.00/Hour
GIS	\$90.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

#### **MUTUALLY UNDERSTOOD AND AGREED:**

Al Mill	May 03, 2021
John Miklos, President	Date
Bio-Tech Consulting, Inc.	
Authorized Signatory	Date



INITIAL: (BTC) (Client)

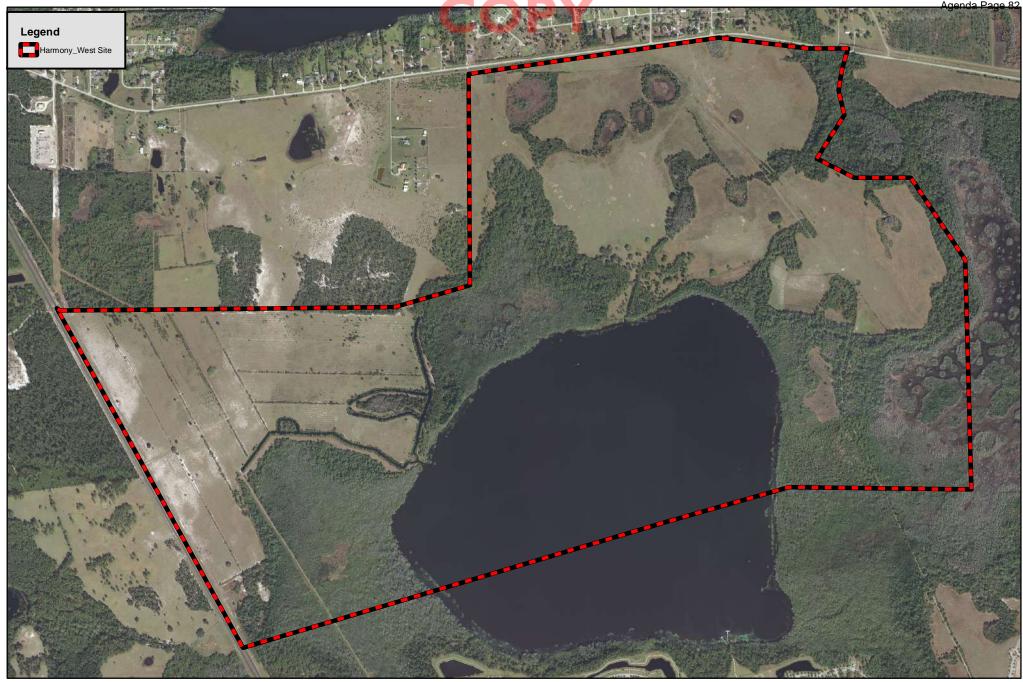


Cindy Cerbone; Wrathell, Hunt and Associates, LLC - Boca Raton Harmony West - Buck Lake Management (BTC Proposal # 21-1034)

Billing Information:	Name:		-
	Title:		_
	Company:		=
	Address:		-
			-
	Phone:		-
	Cell:		,
	Fax:		,
	E-mail:		,
	Pleas	se check here if you prefer to receive a pa	per invoice

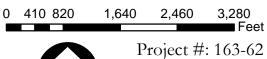


INITIAL: (BTC) (Client)



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Harmony\_West Site
Osceola County, Florida
Figure 2
2017 Aerial Photograph





Project #: 163-62 Produced By: LPM Date: 9/21/2017



[i]

#### Bio-Tech Consulting, Inc. General Contract Conditions

#### **SECTION 1: RESPONSIBILITIES**

- 1.1 Bio-Tech Consulting, Inc. heretofore referred to as the "Consultant" has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.
- 1.2 The "Client", or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

#### **SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

#### **SECTION 3: SITE ACCESS AND SITE CONDITIONS**

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

#### SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.





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#### **SECTION 5: BILLING AND PAYMENT**

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

#### **SECTION 6: OWNERSHIP OF DOCUMENTS**

- 6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

#### SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleumproducts, polychlorinated biphenyls and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility





[iii]

to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

#### **SECTION 9: INSURANCE**

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

- 10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.
- 10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.





[iv]

#### **SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.
- 11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

#### **SECTION 12: ASSIGNS**

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

#### **SECTION 13: GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.





## **Sixth Order of Business**



## 6A.



# 6Aii





**Proposal** 

Date	Proposal #
06/02/2021	5564

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

386-753-1106

#### Submitted To

#### **Harmony CDD**

Gerhard van der Snel 210 North University Drive Suite 702 Coral Springs, FL 33071

Project

Harmony CDD 7360 Five Oaks Dr. Harmony, FL 34773

#### Scope

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

#### **Irrigation Maintenance**

	ription e 20: Valve stuck on - Locate, diagnose, repair	<b>Quantity</b> or	Unit	<b>Price</b> 0.00
Irrigation	NTE	1.00	ea	550.00
Sat 21 Zo	ne 6: Valve not responding - Locate, replace			0.00
Irrigation	NTE	1.00	ea	550.00
Primrose \	Willow Dr. & Beargrass Rd Clock Zones 1 & 4 no	ot		0.00
Zone 3 lov	v pressure			0.00
Techniciar	n Diagnostic Labor: Zone 1, 3, 4	3.00	Hr	195.00
Button Bu	sh Loop Clock 2 Zones 9, 11, 12			0.00
Techniciar	n Diagnostic Labor	3.00	Hr	195.00
Button Bu	sh Loop Clock 1 Zone 2			0.00
Techniciar	n Diagnostic Labor	1.00	Hr	65.00
Sat 2 Zon	es 3, 22, & 24			0.00
Techniciar	n Diagnostic Labor	3.00	Hr	195.00
Sat 16 Zo	ne 13			0.00
Techniciar	n Diagnostic Labor	1.00	Hr	65.00
Sat 24 Zo	ne 2			0.00
Techniciar	n Diagnostic Labor	1.00	Hr	65.00
Sat 20 Zo	ne 6			0.00
Techniciar	n Diagnostic Labor	1.00	Hr	65.00
Sat 12 Zo	nes 12, 21, 28, 29, 30, 32, 34			0.00
Techniciar	n Diagnostic Labor	7.00	Hr	455.00



#### **Irrigation Maintenance**

Description Ashley Pool Zone 8 & 10	Quantity	Unit	<b>Price</b> 0.00
Technician Diagnostic Labor	2.00	Hr	130.00
Swim Club Zones 6 & 8			0.00
Technician Diagnostic Labor	2.00	Hr	130.00
Sat 25 Zones 19, 20, 21, 22, 23			0.00
Technician Diagnostic Labor	5.00	Hr	325.00
Sat 27 Zones 1, 2, 3, 4, 8, 9, 10, 11, 21			0.00
Technician Diagnostic Labor	9.00	Hr	585.00
Sat 9 Zones 20 and 23			0.00
Technician Diagnostic Labor	2.00	Hr	130.00
Zone 17			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
Sat 14 Zone 1			0.00
10 Ft Half Nozzle Rainbird	6.00	ea	18.84
Sat 14 Zone 2			0.00
10 Ft Quarter Nozzle Rainbird	1.00	ea	3.14
Sat 14 Zone 8			0.00
12 Ft Quarter Mpr Nozzle Rainbird	1.00	12' 90	3.14
12Ft Full Mpr Nozzle Rainbird	1.00	12' 360	3.14
15 Ft Half Mpr Nozzle Rainbird	1.00	15' 180	3.14
Sat 14 Zone 10			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	2.00	6"	49.72
10 Ft Half Nozzle Rainbird	2.00	ea	6.28
Sat 14 Zone 11			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
10 Ft Half Nozzle Rainbird	1.00	ea	3.14
Sat 14 Zone 12			0.00
15 Ft Quarter Mpr Nozzle Rainbird	1.00	15' 90	3.14
Sat 14 Zone 16			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
10 Ft Half Nozzle Rainbird	1.00	ea	3.14
Technician Labor	4.00	Hr	260.00
Sat 24 Zone 3			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
15 Ft Quarter Mpr Nozzle Rainbird	1.00	15' 90	3.14
	1.00	Hr	65.00



#### **Irrigation Maintenance**

Description Technician Labor	Quantity	Unit	Price
Sat 16 Zone 7			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
10 Ft Half Nozzle Rainbird	1.00	ea	3.14
Sat 16 Zone 9			0.00
10 Ft Half Nozzle Rainbird	2.00	ea	6.28
Sat 16 Zone 11			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
Technician Labor	2.00	Hr	130.00
Sat 20 Zone 3			0.00
Technician Labor - heavy roots	1.00	Hr	65.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
15 Ft Half Mpr Nozzle Rainbird	1.00	15' 180	3.14
Button Bush Loop Clock 2 Zone 1			0.00
Repair Riser	1.00	ea	15.53
Button Bush Loop Clock 2 Zone 5			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	2.00	6"	49.72
10 Ft Half Nozzle Rainbird	2.00	ea	6.28
Button Bush Loop Clock 2 Zone 8			0.00
Technician Labor	1.00	Hr	65.00
Sat 12 Zone 23			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	4.00	6"	193.20
Sat 14, 17, 16, 24, 20, 15, 19, 12, Button Bush Loop Cloc	ck 1,		0.00
Primrose Willow Dr & Beargrass Rd. Clock			0.00
Hunter Rain Clik Sensor Wireless	11.00	ea	1,375.00
Sat 27 Zone 15			0.00
10 Ft Half Nozzle Rainbird	1.00	ea	3.14
Sat 25 Zone 6			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
Sat 25 Zone 9			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	5.00	6"	241.50
Sat 25 Zone 16			0.00
Repair Riser	1.00	ea	15.53
Sat 25 Zone17			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
			0.00



#### **Irrigation Maintenance**

<b>Description</b> AShley Pool Zone 7	Quantity	Unit	Price
15 Ft Half Mpr Nozzle Rainbird	1.00	15' 180	3.14
5	Subtotal Irrigation Maintenance		6,618.06
	Project Total		\$6,618.06



Proposal # 5564	Project Total	\$6,618.06
-----------------	---------------	------------

#### **Terms & Conditions**

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

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

Ву: <u>Со</u>	rey Westmark	6/2/2021	Accepted:	
Ser	vello & Son, Inc.	Date	Harmony CDD	Date

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



## **Seventh Order of Business**



**7A** 



# 7Ai.





#### PROJECT MEMORANDUM

**To:** Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM

**District Engineer** 

**Date:** June 17, 2021

Re: Harmony Community Development District

**Subject: Upcoming Projects and Assignments** 

The purpose of this project memorandum is to briefly describe upcoming and/or future projects and assignments that were not the subject of separate memorandums (e.g., Proposed Dog Park, Waterside Stormwater Ponds, Five Oaks Drive Crosswalks, and Neighborhoods C-1 and C-2 Milling and Resurfacing of Alleyways).

#### **Garden Road**

Pegasus Engineering shall schedule follow-up coordination meetings with Florida Gas Transmission (FGT) (Amy Powell) and Osceola County regarding the acceptable typical road section and dimensions. Given the anticipated use of the road by RV vehicles, it is recommended that a geosynthetic permeable paver system be investigated to provide a more stabilized condition. In addition, coordination will be required to secure an executed agreement to perform the road improvements within FGT's easement as well as an approval from Osceola County.

#### Neighborhood F (Cherry Hill)

The homes along Dark Sky Drive have rear yards swales that capture and convey stormwater runoff from their property towards ditch bottom inlets with storm sewer pipes that eventually discharge into the stormwater ponds. It is our understanding that recent pool contractors have adversely impacted the existing rear yard swales. With the Board's permission, we plan to coordinate with Angel Montagna and Gerhard Van der Snel to develop specific guidelines for contractors to follow to ensure that the CDD's stormwater conveyance systems are not adversely impacted by contractors and/or homeowners performing construction activities.



Harmony Community Development District Proposed Dog Park June 17, 2021 Page 2

#### **Foot Bridge Repairs**

During the CDD Board of Supervisors meeting conducted on May 27, 2021, the Dock-ters Construction Company proposal was approved to replace the existing bridge dock, side rails, and top rails, as well as shoreline stabilization of the pond side slope underneath the foot bridges at the following two (2) locations:

- Pedestrian Bridge Crossing for Pond P2-2
- Pedestrian Bridge Crossing for Pond P2-3

Based on the contractor's current workload, it is our understanding that they will commence construction in late July 2021. If necessary, Pegasus Engineering can assist with construction oversight and/or perform a final site inspection to confirm that the final repairs are consistent with the contract agreement.

#### **Stormwater Management Control Structures**

Pegasus Engineering recommends that each control structure be inspected before the peak of the hurricane season to ensure that the stormwater management facilities are fully operational and capable of providing adequate flood protection.

#### **Lakeshore Recreation Area Parking Lot**

Coordinate with the CDD Board of Supervisors to evaluate alternatives to improve the existing unpaved parking lot. More specifically, investigate low impact development surface treatment in lieu of traditional paving to reduce dust, eliminate vehicle tracking of sand onto roadways, and reduce sediment loadings conveyed to the nearby stormwater pond.

#### Reserve Study

Coordinate with the CDD Board of Supervisors and their consultant during the development of the requested Reserve Study. Pegasus Engineering can assist in identifying, quantifying, and establishing replacement costs for the various CDD infrastructure elements such as pavement repairs and repaving, concrete curb and gutter repairs, sidewalk repairs and replacement, infrastructure repairs, fences, irrigation, etc.



Harmony Community Development District Proposed Dog Park June 17, 2021 Page 3

#### **Stormwater Reuse / Harvesting**

At the Board's request, Pegasus Engineering can investigate the costs and benefits to implement a stormwater reuse / harvesting system that provides water for irrigation from the stormwater ponds instead of the reclaimed water supply, reduces the annual operating costs (approximately \$150,000/year), and reduces the nutrient loads that eventually reaches the stormwater ponds. In addition, it is our understanding that adequate reclaimed water is not available for both residential and CDD demand. Pegasus will also coordinate with the Florida Department of Environmental Protection (FDEP) to confirm if the conversion to stormwater reuse to reduce the groundwater consumption is a grant eligible project.

#### **RV/Boat Storage Area**

It is our understanding that the Osceola County Department of Community Development has approved the amendment to the Harmony Planned Development (PD). It is also our understanding that the next step will encompass the preparation of Site Development Plans to secure a Site Development Plan (SDP) approval from the County and eventually a Building Permit prior to construction. We will review Mr. Boyd's files to determine if a preliminary SDP was submitted to the County. Pegasus shall coordinate with County staff and the CDD Board of Supervisors to ensure that the RV/Boat Storage Area satisfies the dimensional requirements for parking, storage and turning radius. Lastly, water, sewer, and electrical requirements will be evaluated.

#### **Stormwater Infrastructure Assessment**

Coordinate with Inframark Services to monitor and investigate future potential ground subsidence caused by a storm pipe with a significant joint gap, a broken utility line, or a poor connection between the storm pipe and drainage structure. It is our understanding that some of the storm pipe is HDPE (High-Density Polyethylene) pipe instead of RCP (reinforced concrete pipe). Typically, HDPE pipe has a shorter service life than RCP which requires repairs to HDPE more frequent than RCP. Based on our extensive stormwater experience, repairs to HDPE and corrugated metal pipe (CMP) is more frequent than RCP. If requested, Pegasus Engineering can prepare Stormwater Infrastructure Maps that depict the existing storm sewer systems, pipe diameters, and pipe material.



Harmony Community Development District Proposed Dog Park June 17, 2021 Page 4

#### **Right-of-Way Ponding**

Pegasus Engineering shall coordinate with Osceola County to address localized right-of-way ponding throughout the community (refer to Attachment "A" for examples).

#### **Swim Club Pool**

Investigate the condition of the pool to determine if repairs are needed.

#### **Pool Leak at Ashley Park**

If needed, Pegasus can assist Inframark Services regarding the potential pool leaks associated with the gutter drain system.

#### Main Dock / Boat Area

Monitor the composite decking and investigate the support structure given the structure has been in place for approximately 20 years.

#### **Billy's Trail**

Coordinate with the CDD and the developer of Harmony West (ForeStar) regarding potential improvements to the trail and permission for continued use by the Harmony residents.

In closing, we respectfully request the Board's input and direction regarding any additional assignments or tasks that need to be addressed prior to future CDD meetings.

#### **END OF MEMO**

cc: Bob Koncar, Inframark Services
Angel Montagna, Inframark Services
Tim Quails, Young Quails, P.A.
Pegasus Project File MSC-22055



## Attachment "A"

Site Inspection Photographs





301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### **PROJECT INFORMATION**

Project Name: Harmony Community Development District

Subject: Localized Right-of-Way Ponding

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

1

#### **Photographer Location:**

Intersection of Buck Lane and Bumelia Street

#### **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Localized ponding within the Buck Lane right-of-way.



#### Photograph No.

2

#### **Photographer Location:**

Intersection of Buck Lane and Bumelia Street

#### **Direction Photo was taken:**

Facing northeast

#### **Comments:**

Localized ponding within the Buck Lane right-of-way.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Localized Right-of-Way Ponding

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

2

#### **Photographer Location:**

Intersection of Buck Lane and Bumelia Street

#### **Direction Photo was taken:**

Facing southwest

#### **Comments:**

Localized ponding within the Buck Lane right-of-way.



#### Photograph No.

4

#### **Photographer Location:**

Intersection of Buck Lane and Bumelia Street

#### **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Localized ponding within the Buck Lane right-of-way.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Localized Right-of-Way Ponding

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

ς

#### **Photographer Location:**

Intersection of Primrose Willow Drive and Beargrass Road

#### **Direction Photo was taken:**

Facing northwest

#### **Comments:**

Typical reflective cracking of right-of-way asphalt.



#### Photograph No.

6

#### **Photographer Location:**

Intersection of Primrose Willow Drive and Beargrass Road

#### **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Typical reflective cracking of right-of-way asphalt.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Localized Right-of-Way Ponding

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

7

#### **Photographer Location:**

Intersection of Cupseed Lane and Pond Pine Road

#### **Direction Photo was taken:**

N/A

#### **Comments:**

Typical reflective cracking of right-of-way asphalt.



#### Photograph No.

8

#### **Photographer Location:**

Intersection of Cupseed Lane and Pond Pine Road

#### **Direction Photo was taken:**

N/A

#### **Comments:**

Typical reflective cracking of right-of-way asphalt.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Localized Right-of-Way Ponding

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

a

#### **Photographer Location:**

Intersection of Schoolhouse Road and Butterfly Drive

#### **Direction Photo was taken:**

Facing north

#### **Comments:**

Localized ponding at crosswalk.



#### Photograph No.

10

#### **Photographer Location:**

Intersection of Schoolhouse Road and Butterfly Drive

#### **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Localized ponding at crosswalk.





# 7Aii.





# PROJECT MEMORANDUM

**To:** Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM

**District Engineer** 

**Date:** June 17, 2021

Re: Harmony Community Development District

**Subject: Proposed Dog Park** 

The purpose of this project memorandum is to update the Community Development District (CDD) Board of Supervisors on the status of the proposed dog park located near 7370 Five Oaks Drive.

On June 9, 2021, Mr. Steve Boyd received a letter from the Osceola County Department of Community Development (Mr. David Nicolson) stating that the Site Development Plan has been approved (SDP21-0086). Please note that the letter clearly stated that even though the Site Development Plan has been approved, construction cannot proceed until an on-site preconstruction meeting occurs with County staff and a Building Permit has been secured.

That said, the following tasks need to take place in order to start construction:

- 1. Confirm that the materials and quantities contained in the Chapco Fence proposal (dated May 2021) are consistent with the approved Site Development Plan.
- 2. Coordinate with KoPac Construction & Engineering, Inc. to request a quote to install the required concrete elements of the project which include of the following:
  - 5-ft wide x 30-ft long concrete sidewalk
  - 10-ft x 10-ft concrete entrance pad
  - 6-ft x 6-ft concrete pad
- 3. Schedule an on-site pre-construction meeting with Osceola County.



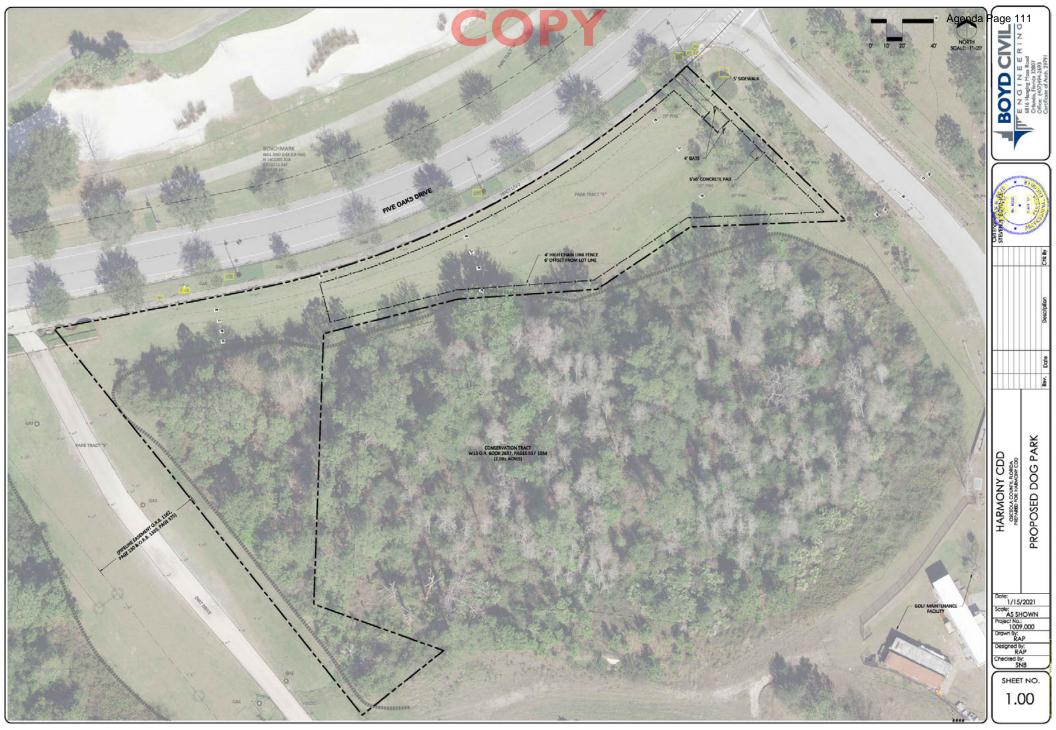
Harmony Community Development District Proposed Dog Park June 17, 2021 Page 2

- 4. Coordinate with Inframark Services and Osceola County regarding a water service line and meter.
- 5. Have the surveyor (Johnston's Surveying, Inc.) stake the property lines in order for Chapco Fence to properly install the fence with an offset distance of approximately 6-feet.
- 6. Coordinate with Osceola County to secure a Building Permit.

In closing, we respectfully request the Board's input regarding any additional site elements that need to be added or deleted prior to proceeding (e.g., water fountain, bench, pet wash station, trash receptable, pet waste bag dispenser, etc.). In addition, we respectfully request the Board's direction on the final location of the dog park.

#### **END OF MEMO**

cc: Bob Koncar, Inframark Services
Angel Montagna, Inframark Services
Tim Quails, Young Quails, P.A.
Pegasus Project File MSC-22055





# Attachment "A"

Site Development Plan Approval Letter





DEPARTMENT OF COMMUNITY DEVELOPMENT

> Dave Tomek Administrator

Ken Brown
Deputy Administrator

Susan Caswell, AICP Community Development Assistant Administrator

Steve W. Whitmore Building Director

Kelly Haddock Current Planning Director

Stephen Wood
Customer Care Director

Jose Gomez, P.E. Development Review Director

Joseph S. Strickland Extension Services Director

Robert Mindick Parks and Public Lands Director

Kerry Godwin Planning & Design Director

Susan Caswell, AICP Sports & Event Facilities

# Osceola County

1 Courthouse Square Suite 1100 Kissimmee, FL 34741 PH: (407) 742-0206 www.osceola.org June 9, 2021

Sent Via Email: steve@boydcivil.com

Steven N. Boyd 6816 Hanging Moss Road Orlando, FL 32807

Subject:

SDP21-0086

Harmony Dog Run Fencing Plan

Please be advised that the above referenced Site Development Plan (SDP) is hereby approved by the Osceola County Development Review Department. This approval is granted as of June 9, 2021, shall be valid for three years and is scheduled to expire on June 9, 2024

Please be advised that approval of this SDP DOES NOT grant the ability to commence site construction. Prior to construction and issuance of building permits, the following must occur:

- Please contact Tina Stadtlander (407-742-0245) or Silvia Juhas (407-742-0246) for the permit card and set up the required <u>field</u> preconstruction meeting with the inspector.
- A full set of approved plans, stamped and watermarked by the County must be onsite available for staff viewing at all times

Any deviations or revisions from the stamped approved plans must be submitted to the Osceola County Development Review Department for review and approval prior to field alteration.

Field conditions during construction may reveal or necessitate the need for revisions. This is an advisory note. Revisions may be as a result of design modification or safety issues.

All developments located within the Special Flood Hazard Area (SFHA) as designated in the latest adopted FEMA maps, must obtain the required state and federal permits prior to commence of construction if applicable.

This approval does not eliminate the necessity to obtain any required federal, state, local and/or special district authorizations prior to the start of activity. Specifically, the responsibility for utility approval is with the respective utility providers. Copies of all required permits shall be forwarded to the Osceola County Development Review Department prior to construction for filing purposes.

No vertical construction may take place until a building permit is obtained from the Osceola County Building Department. Please contact Remi Zerillo at (407) 742-0200 for information regarding this application and process.



Subject: SDP21-0086

Harmony Dog Run Fencing Plan

A building permit is required for all proposed facilities within the approved site of this development including but are not limited to: sanitary lift stations, proposed light fixtures (poles) that are independent from any building structure, fences, electric gates, retaining walls that exceed three (3) feet in height, dumpster enclosures, etc....

If you have any questions regarding this letter, please contact David Nicolson at (407) 742-0588 or <a href="mailto:david.nicolson@osceola.org">david.nicolson@osceola.org</a>

Sincerely,

David Nicolson

Development Review Coordinator I

cc: Scott Jaczko, Supervisor if Inspectors Bill Grimes, Building Official Crystal Bowen, Document Management

U: DENRI NSHARI - Project Management (Approval Letters) SDP Approval letters 2021 SDP21-0086 Harmony Dog Run Jeneing Plan. doc



# Attachment "B"

**Chapco Fence Proposal** 



Agenda Page #165

# 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



# Attachment "C"

Site Inspection Photographs





301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

# PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Proposed Dog Park at 7370 Five Oaks Drive

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

1

# **Photographer Location:**

Northeast corner of property

# **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Need to locate the 6-ft x 6-ft concrete pad in between the pine trees.



# Photograph No.

2

# **Photographer Location:**

Northeast corner of property

# **Direction Photo was taken:**

Facing east

#### **Comments:**

These group of pine trees are not in conflict with the fence or other features.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Proposed Dog Park at 7370 Five Oaks Drive

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

2

# **Photographer Location:**

Northeast corner of property

# **Direction Photo was taken:**

Facing southwest

#### **Comments:**

One of these pine trees may be in conflict with the fence parallel to the entrance sidewalk.



# Photograph No.

1

# **Photographer Location:**

Northeast corner of property

# **Direction Photo was taken:**

N/A

#### **Comments:**







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### **PROJECT INFORMATION**

Project Name: Harmony Community Development District

Subject: Proposed Dog Park at 7370 Five Oaks Drive

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

5

# **Photographer Location:**

Northeast corner of property

#### **Direction Photo was taken:**

Facing west

#### **Comments:**

Proposed dog park site.





# 7Aiii.





# PROJECT MEMORANDUM

**To:** Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM

District Engineer

**Date:** June 17, 2021

Re: Harmony Community Development District

Neighborhood "O"

**Subject: Waterside Subdivision** 

Stormwater Ponds P14-1A and P14-1B

The purpose of this project memorandum is to update the Community Development District (CDD) Board of Supervisors regarding our preliminary investigation of the current water levels for the stormwater ponds located within the Waterside Subdivision. More specifically, the large stormwater pond (Pond P14-1A) located east of Five Oaks Drive, situated between Feathergrass Court and Middlebrook Place, and the smaller stormwater pond (Pond P14-1B) located east of the Feathergrass Court cul-de-sac (refer to Figure 1).

A site inspection was conducted on Sunday, June 13, 2021, to investigate the current conditions of both stormwater ponds, to measure the current water levels, and make note of any items requiring maintenance. The following is a summary of the site inspection observations (refer to Attachment "A" for the annotated site inspection photographs):

 The areas between the maintenance berm and the pond side slope for Pond 14-1A are lacking sufficient ground cover (sod) which is causing erosion and washouts to occur (refer to Photographs #1 - #5). If these areas continue to decline, minor regrading and new sod may be required to prevent future damage. Providing sufficient irrigation to adequately maintain the ground cover during extended dry periods would prevent further erosion and washouts. Harmony Community Development District | Neighborhood "O" Waterside Subdivision | Stormwater Ponds P14-1A and P14-1B June 17, 2021 Page 2

- 2. There is approximately 490 feet of existing 36-inch RCP (reinforced concrete pipe) that connects Ponds P14-1A and P14-1B. The downstream end of the 36-inch storm pipe system discharges into Pond P14-1B via a mitered end section (Drainage Structure D-22), and it appears that someone has placed sand cement bags within the mitered end section in an attempt to increase the water level in the large stormwater pond (Pond P14-1A). These sand cement bags need to be removed in order to allow Pond P14-1A to perform as designed and permitted.
- 3. Based on the measured water level below the top of grate associated with the existing control structure, it appears that the current pond water levels are approximately 4-ft below the permitted control water level (CWL).

The next step involved a review of the South Florida Water Management District (SFWMD) permit files associated with Neighborhood "O" (Waterside). The following documents were downloaded and reviewed:

- Harmony Neighborhood O1 Subdivision Development Plan
   Prepared by Boyd Civil Engineering (dated January 2015)
- Design Level Geotechnical Assessment for Infrastructure Works
   Harmony Neighborhood O1
   prepared by Devo Engineering (dated November 2014)
- Drainage Narrative and Hydrologic / Hydraulic Analysis
   Prepared by Boyd Civil Engineering
- South Florida Water Management District Environmental Resource Permit (issued March 17, 2015)
   Permit No. 49-01058-P
   Application No. 150121-10

During the design of Neighborhood O, the geotechnical engineer performed two (2) borings within the footprint of the large stormwater pond (Pond P14-1A) and measured the approximate groundwater levels on October 27, 2014, between elevation 74.2 ft, NAVD to 74.7 ft, NAVD and estimated the seasonal high-water table (SHWT) between elevations 74.6 ft to 74.8 ft, NAVD. Based on these measured and estimated groundwater elevations, the control water level for both ponds were designed and permitted at elevation 74.6 ft, NAVD.



Harmony Community Development District | Neighborhood "O" Waterside Subdivision | Stormwater Ponds P14-1A and P14-1B June 17, 2021 Page 3

In regard to the stormwater pond typical section, the upper (flatter) side slope from the top of bank (elevation 77.00 ft, NAVD) to the break point (elevation 72.50 ft, NAVD) is 4:1 and the lower (steeper) side slope between the break point (elevation 72.5 ft, NAVD) to the pond bottom (elevation 57.00 ft, NAVD) is 3:1 (refer to Attachment "B"). Given the current water level is approximately at elevation 70.5 ft, NAVD, the steeper (lower) side slope is exposed. However, since the steeper slopes appear to be heavily vegetated, they do not seem to be experiencing erosion or slope failures. Therefore, with the exception of aesthetics, the steeper side slopes appear to be stable.

Given we are entering the typical wet season, monitoring the water levels in both stormwater ponds is recommended to determine if the increased rainfall will begin to fill the ponds to the permitted and designed CWL. If the water levels remain well below normal, we can revisit the original design to determine what can be done to improve the aesthetics and recreate the manmade lake amenity (e.g., convert to dry bottom ponds or install liners).

#### **END OF MEMO**

cc: Bob Koncar, Inframark Services
Angel Montagna, Inframark Services
Pegasus Project File MSC-22055

Agenda Page 125 tor\MSC-22055 Harmony District Engineer (Harmony CDD)\Figures\Figure 1 - Harmony (Waterside Neighborhood).mxd TEATHERGRASS COURT (NEIGHBORHOOD O) WATERSIDE EOMGNOOSE HOOM EXISTING CONTROL
STRUCTURE DESIGNED AS
A "BUBBLE-UP" STRUCTURE

> HARMONY CDD BOUNDARY

JOB NO.: MSC-22055
DATE: 6/17/2021
FIGURE

SOURCES: AERIALS: FDOT (2020)





WATERSIDE NEIGHBORHOOD

HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA





# Attachment "A"

Site Inspection Photographs





301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District (Neighborhood "O")

Subject: Waterside Subdivision (Ponds P14-1A and P14-1B)

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

1

# **Photographer Location:**

Northwest corner of Pond P14-1A

# **Direction Photo was taken:**

Facing northeast

#### **Comments:**

Minimal vegetative cover associated with the area between the pond side slope and the maintenance berm causing erosion.



# Photograph No.

2

### **Photographer Location:**

Southwest corner of Pond P14-1A

#### **Direction Photo was taken:**

Facing northwest

# **Comments:**

Minimal vegetative cover associated with the area between the pond side slope and the maintenance berm causing erosion.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District (Neighborhood "O")

Subject: Waterside Subdivision (Ponds P14-1A and P14-1B)

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

2

# **Photographer Location:**

Southwest corner of Pond P14-1A

# **Direction Photo was taken:**

Facing northeast

#### **Comments:**

Minimal vegetative cover associated with the area between the pond side slope and the maintenance berm causing erosion.



# Photograph No.

4

### **Photographer Location:**

Southwest corner of Pond P14-1A

#### **Direction Photo was taken:**

Facing north

# **Comments:**

Minimal vegetative cover associated with the area between the pond side slope and the maintenance berm causing erosion.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### **PROJECT INFORMATION**

Project Name: Harmony Community Development District (Neighborhood "O")

Subject: Waterside Subdivision (Ponds P14-1A and P14-1B)

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

5

# **Photographer Location:**

Southwest corner of Pond P14-1A

#### **Direction Photo was taken:**

Facing west

#### **Comments:**

Minimal vegetative cover associated with the area between the pond side slope and the maintenance berm causing erosion.



# Photograph No.

6

### **Photographer Location:**

Southwest corner of Pond P14-1B

#### **Direction Photo was taken:**

Facing east

# **Comments:**

Existing control structure for the interconnected stormwater ponds. Current water level approximately 4-feet below the permitted control water level.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District (Neighborhood "O")

Subject: Waterside Subdivision (Ponds P14-1A and P14-1B)

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

7

# **Photographer Location:**

Southwest corner of Pond P14-1B

#### **Direction Photo was taken:**

Facing northeast

#### **Comments:**

Existing control structure designed as a bubble-up structure with two (2) 3-inch orifices.



# Photograph No.

8

### **Photographer Location:**

Southwest corner of Pond P14-1B

#### **Direction Photo was taken:**

Facing northwest

# **Comments:**

Sand cement bags placed within the 36-inch RCP mitered end section (Drainage Structure D-22).







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

# **PROJECT INFORMATION**

Project Name: Harmony Community Development District (Neighborhood "O")

Subject: Waterside Subdivision (Ponds P14-1A and P14-1B)

Inspection Date: June 13, 2021 (Site Inspection #1)

# Photograph No.

9

# **Photographer Location:**

Southwest corner of Pond P14-1B

# **Direction Photo was taken:**

Facing northeast

#### **Comments:**

Sand cement bags placed within the 36-inch RCP mitered end section (Drainage Structure D-22).

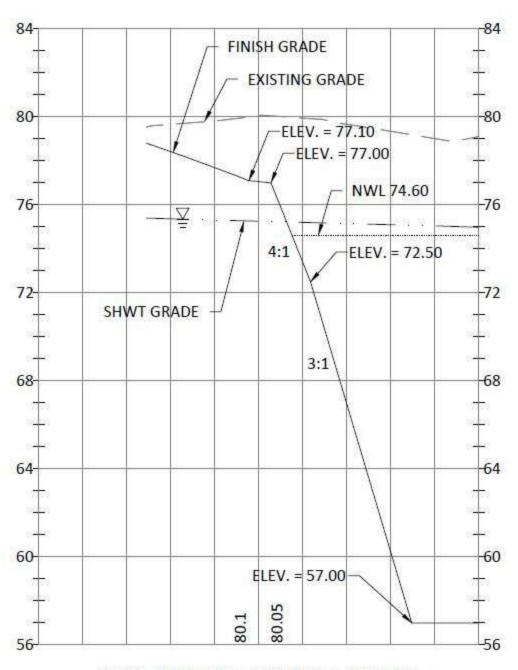




# Attachment "B"

Stormwater Pond Typical Section





# SECTION 'B-B' WET POND

HORZ. 1" = 50' VERT. 1" = 5'



# 7Aiv.





# PROJECT MEMORANDUM

**To:** Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM

**District Engineer** 

**Date:** June 17, 2021

Re: Harmony Community Development District

Subject: Five Oaks Drive Crosswalk Approaches and Ramps

The purpose of this project memorandum is to provide the Community Development District (CDD) Board of Supervisors a status of the pedestrian crosswalk approaches and ramps proposed at the following two (2) locations:

- Southeast corner of Five Oaks Drive and Milkweed Lane; and
- Northeast corner of Five Oaks Drive and Dark Sky Drive.

KoPac Construction & Engineering, Inc. submitted a proposal to the CDD to install pedestrian crosswalks at both locations (refer to Attachment "A"). However, based on a recent site inspection that took place on Sunday, June 13, 2021, significant localized flooding was observed at the northeast corner of Five Oaks Drive and Dark Sky Drive (refer to Attachment "B" for the site inspection photographs). That said, installing these pedestrian crosswalk approaches and ramps should be delayed until such time that the potential public safety issues can be adequately coordinated with Osceola County and the localized drainage problems can be properly addressed.

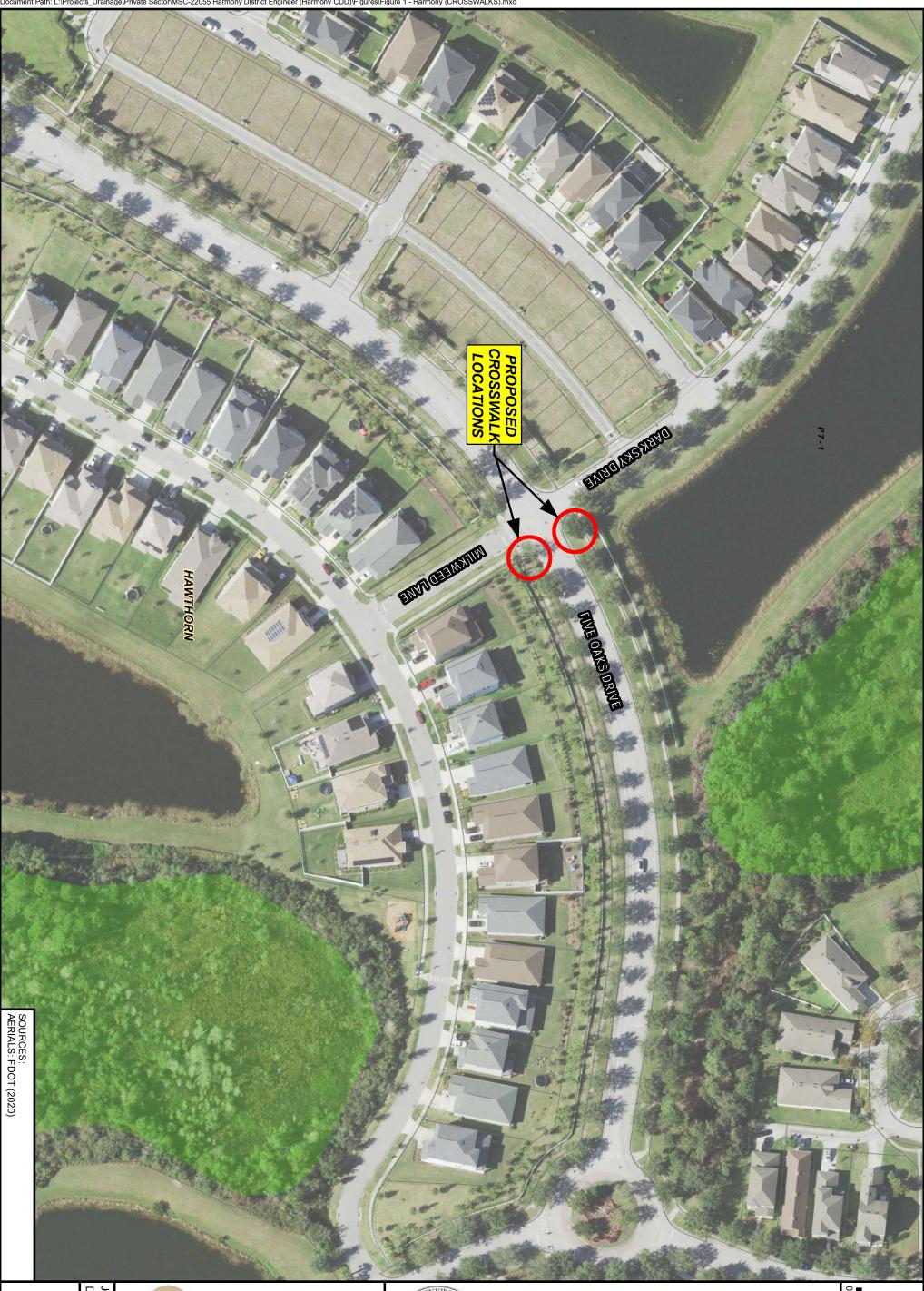
In closing, we respectfully request action from the Board to put the project on hold and allow us sufficient time to coordinate this matter with Osceola County.

#### **END OF MEMO**

cc: Bob Koncar, Inframark Services
Angel Montagna, Inframark Services
Tim Quails, Young Quails, P.A.
Pegasus Project File MSC-22055



Document Path: L:\Projects\_Drainage\Private Sector\MSC-22055 Harmony District Engineer (Harmony CDD)\Figures\Figure 1 - Harmony (CROSSWALKS).mxd



JOB NO.: MSC-22055 DATE: 6/15/2021 FIGURE

301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FL 32708

TEL: 407-992-9160 ◆ FAX: 407-358-5155

WEB: WWW.PEGASUSENGINEERING.NET



**FIVE OAKS DRIVE CROSSWALKS** 

HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA



# Attachment "A"

KoPac Construction & Engineering, Inc. Proposal



Agenda Page #176



# 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.
- 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 <u>JUNE 13th, 2021</u>. 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	



# Attachment "B"

Site Inspection Photographs





301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Five Oaks Drive Crosswalk Approaches and Ramps

Inspection Date: June 14, 2021 (Site Inspection #1)

# Photograph No.

1

# **Photographer Location:**

Intersection of Five Oaks Drive and Dark Sky Drive

# **Direction Photo was taken:**

Facing northeast

#### **Comments:**

Localized flooding after a minor rainfall event. Runoff is not being properly conveyed to the existing curb inlet west of Dark Sky Lane.



# Photograph No.

2

# **Photographer Location:**

Intersection of Five Oaks Drive and Dark Sky Drive

#### **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Localized flooding after a minor rainfall event. Runoff is not being properly conveyed to the existing curb inlet west of Dark Sky Lane.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Five Oaks Drive Crosswalk Approaches and Ramps

Inspection Date: June 14, 2021 (Site Inspection #1)

# Photograph No.

2

# **Photographer Location:**

Intersection of Five Oaks Drive and Dark Sky Drive

#### **Direction Photo was taken:**

Facing southwest

#### **Comments:**

Localized flooding after a minor rainfall event. Runoff is not being properly conveyed to the existing curb inlet west of Dark Sky Lane.



# Photograph No.

4

### **Photographer Location:**

Intersection of Five Oaks Drive and Milkweed Lane

#### **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Southeast corner of Five Oaks Drive and Milkweed Lane.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

# PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Five Oaks Drive Crosswalk Approaches and Ramps

Inspection Date: June 14, 2021 (Site Inspection #1)

# Photograph No.

5

# **Photographer Location:**

Intersection of Five Oaks Drive and Dark Sky Drive

#### **Direction Photo was taken:**

Facing northwest

#### **Comments:**

Northeast corner of Five Oaks Drive and Dark Sky Drive.



# Photograph No.

c

### **Photographer Location:**

Intersection of Five Oaks Drive and Milkweed Lane

#### **Direction Photo was taken:**

Facing northwest

#### **Comments:**

Northwest corner of Five Oaks Drive and Dark Sky Drive.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### **PROJECT INFORMATION**

Project Name: Harmony Community Development District

Subject: Five Oaks Drive Crosswalk Approaches and Ramps

Inspection Date: June 14, 2021 (Site Inspection #1)

# Photograph No.

7

# **Photographer Location:**

Intersection of Five Oaks Drive and Milkweed Lane

#### **Direction Photo was taken:**

Facing southeast

#### **Comments:**

Southwest corner of Five Oaks Drive and Milkweed Lane.



# Photograph No.

8

#### **Photographer Location:**

Intersection of Five Oaks Drive and Dark Sky Drive

#### **Direction Photo was taken:**

Facing north

# **Comments:**

Localized flooding after a minor rainfall event. Runoff is not being properly conveyed to the existing curb inlet west of Dark Sky Lane.





# **7Av.**





#### PROJECT MEMORANDUM

**To:** Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM

**District Engineer** 

**Date:** June 17, 2021

Re: Harmony Community Development District

Neighborhoods C-1 and C-2

Subject: Milling and Resurfacing Alleyways

The purpose of this project memorandum is to update the Community Development District (CDD) Board of Supervisors regarding the status of the proposed milling and resurfacing of the alleyways associated with Neighborhoods C-1 and C-2 (refer to Figure 1). During April and May of 2020, Mr. Steve Boyd conducted site visits to inspect the condition of the alleyways within various neighborhoods and made recommendations to the CDD (refer to Attachment "A" for the Steve Boyd Memorandum). It is our understanding that the following neighborhood alleyways have been milled and resurfaced:

- Ashley Park (Neighborhood A-1) (circa 2018)
- Neighborhood B (circa 2014)
- Neighborhood D-1 (circa 2014)

Based on Mr. Boyd's memorandum, the next priority neighborhood is C-1 and C-2, and it is my understanding that Mr. Gerhard van der Snel secured three (3) quotes to mill and resurface Neighborhoods C-1 and C-2. However, given the inconsistencies with the three (3) quotes, the Board of Supervisors elected not to proceed forward.

It is our recommendation to allow Pegasus Engineering to prepare a scope of work and bid schedule to ensure that the improvements will completely address the current conditions. More specifically, to ensure that the milling and resurfacing creates positive drainage patterns and eliminates the water ponding that occurs at various locations (refer to Attachment "B").

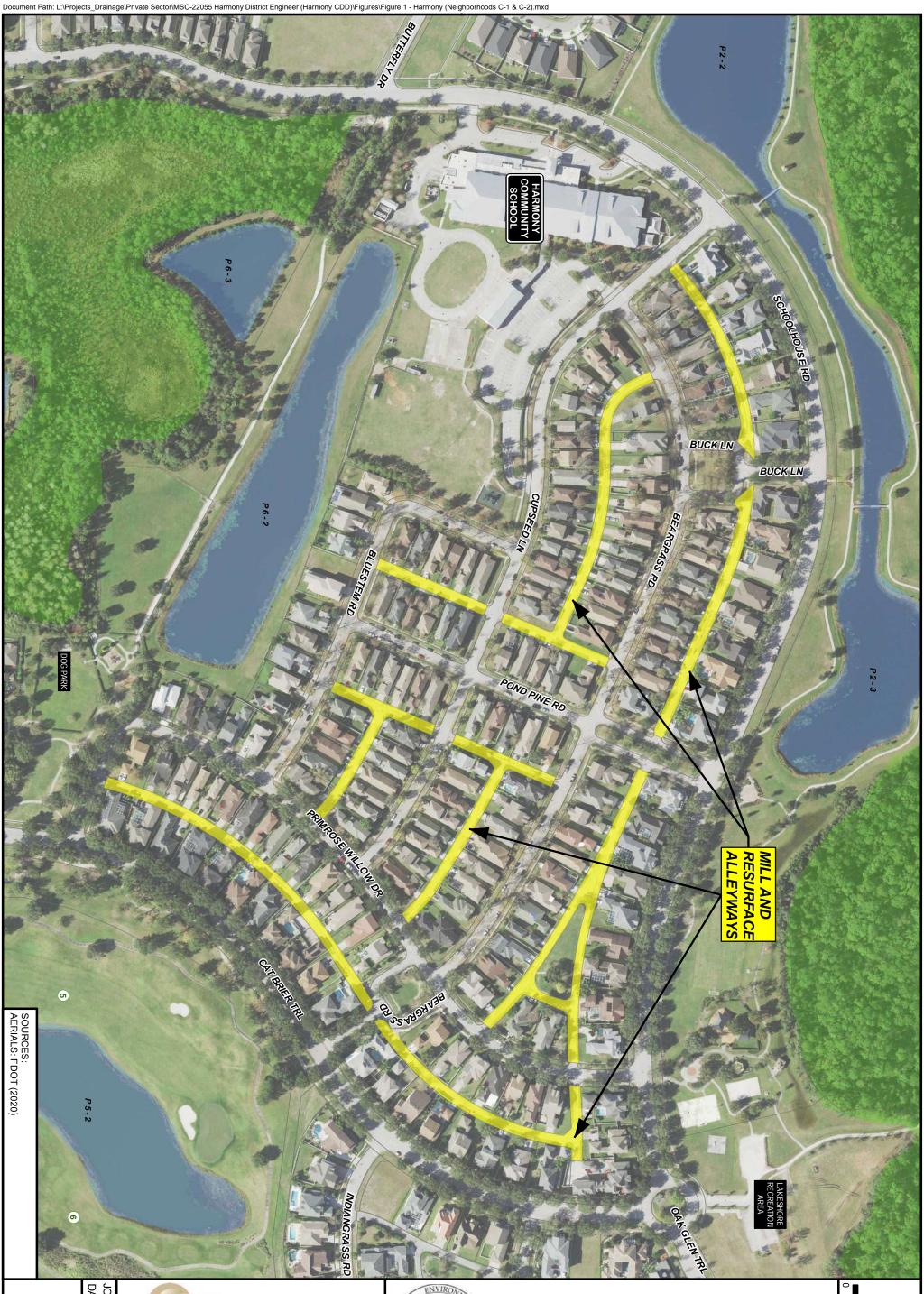


Harmony Community Development District Neighborhoods C-1 and C-2 | Milling and Resurfacing Alleyways June 17, 2021 Page 2

#### **END OF MEMO**

cc: Bob Koncar, Inframark Services
Angel Montagna, Inframark Services
Tim Quails, Young Quails, P.A.
Pegasus Project File MSC-22055





JOB NO.: MSC-22055
DATE: 6/15/2021
FIGURE



301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET



NEIGHBORHOODS C-1 & C-2

HARMONY COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA



### Attachment "A"

Recommendations
Regarding Alleyway
Maintenance
(Memorandum from
Mr. Steve Boyd)



### Memorandum

**To:** Harmony CDD Board of Supervisors

From: Steve Boyd, District Engineer

**Date:** 5/17/2020

Re: Harmony CDD – Recommendations Regarding Alley Maintenance

As requested by the Board of Supervisors at during the April 30<sup>th</sup> CDD meeting, I visited each of the Harmony CDD owned and maintained alleys for the purpose of inspecting the present condition. The purpose of the visit was to report on the present maintenance needs and for the purpose of updated the Reserve Allocation Worksheet.

Findings and Recommendations are summarized as follows (Refer to the attached exhibits as referenced):

#### Neighborhoods D-1 and B:

The alleys in these two neighborhoods were resurfaced in 2014 and are in good condition. Minor reflective cracking from the soil cement base is present but does not represent a structural problem to the pavement surface. In a few locations, where tire traffic does not impact the pavement (the centerline), some small grass and weeds have taken root in some of the larger cracks.

#### Maintenance Recommendation:

- 1. The resurfacing from 2014 remains in good condition.
- 2. Where some weed growth is visible this should be routinely killed back.
- 3. Repaying should not be required for at least 10 years. Seal coat should be considered in the next 5 years.



#### Neighborhood C-1:

The alleys within Neighborhood C-1 were constructed in 2003 and are due for resurfacing. Some spot repairs were performed in 2014 and at that time, Neighborhood C-1 was identified as the next neighborhood that would be ready for resurfacing. It is recommended that resurfacing of the C-1 alleys be scheduled and proceed within the next year. If resurfacing is not performed, there are two locations that require repairs. Simple patching is not recommended as a long term repair. These two locations will require complete removal of the asphalt surface with the base being reconstructed, or full depth asphalt to replace the base. This work should be performed as part of the resurfacing operation. Resurfacing consists of milling the existing ally pavement a minimum of ¾" and installing a new ¾" alley surface, followed by restriping.

#### Maintenance Recommendation:

- 1. Mill and Resurface within the next year.
- 2. Full Depth repairs at the two location identified on the attached Exhibit.

#### Neighborhood C-2:

The alleys within Neighborhood C-2 were constructed in 2005 and remain in generally good condition with some reflective cracking from the soil cement base. Although this asphalt is 15 years old and is approaching the window where resurfacing should be considered, resurfacing is not required at this time. Neighborhood C-2 should be scheduled as the next neighborhood to be resurfaced following C-1 or in conjunction with C-2.

#### Maintenance Recommendation:

- 1. Mill and Resurface within the next one to two years.
- 2. Seal Coat and Restripe now if resurfacing will not occur within the next year.

#### **Neighborhood G:**

The alleys within Neighborhood G were constructed in 2006 and remain in generally good condition with some reflective cracking from the soil cement base. Although this asphalt is nearly 15 years old and is approaching the window where resurfacing should be considered. Resurfacing is not required at this time. There is one location where the alley radius has been impacted by truck traffic. This area has been repaired in the past but continues to be a problem. A more extensive repair is required at this location. Neighborhood G is recommended for resurfacing as the next neighborhood following C-1 and C2.



#### Maintenance Recommendation:

- 1. Immediate repair to the alley radius. Recommend saw cutting out a section of the existing alley, to overlap with new pavement in the repair area. A new base should be constructed extended through the entire area of damaged pavement and tire rutting.
- 2. Investigation and asphalt filling of a depression within the same alley. (See attached exhibit).
- 3. Seal Coat and Restripe within the next two years.
- 4. Mill and Resurface within the next five years

#### **Neighborhood A-1:**

The alleys within Neighborhood A-1 were constructed in 2005 and remain in generally good condition with some reflective cracking from the soil cement base. Although this asphalt is nearly 15 years old and is approaching the window where resurfacing should be considered. Resurfacing is not required at this time. There is one location where the alley radius has been impacted by truck traffic. This area has been repaired in the past but continues to be a problem. A more extensive repair is required at this location. Neighborhood A-1 is recommended for resurfacing as the next neighborhood following Neighborhood G. C2.

#### Maintenance Recommendation:

- 1. Immediate repair to the alley radius. Recommend saw cutting out a section of the existing alley, to overlap with new pavement in the repair area. A new base should be constructed extended through the entire area of damaged pavement and tire rutting.
- 2. Seal Coat within the next 1 to 2 years.
- 3. Mill and Mill and Resurface within the next five years.

#### Neighborhood H -1:

The alleys within Neighborhood H-1 were constructed in 2014 and remain in good condition. No maintenance is required at this time.

#### Maintenance Recommendation:

- 1. Seal Coat within the next 5 years.
- 2. Plan for Milling and Mill and Resurfacing within the next 10 to 15 years based on condition at that time.

### COPY











### Attachment "B"

Site Inspection Photographs





301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Neighborhoods C-1 and C-2 (Milling and Resurfacing Alleyways)

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

1

#### **Photographer Location:**

Intersection of Cupseed Lane and Beargrass Alley

#### **Direction Photo was taken:**

Facing north

#### **Comments:**

Ponded area not sheet flowing to nearby inlet.



#### Photograph No.

**ว** 

#### **Photographer Location:**

Intersection of Cupseed Lane and Beargrass Alley

#### **Direction Photo was taken:**

Facing southwest

#### **Comments:**

Ponded area not sheet flowing to nearby inlet.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Neighborhoods C-1 and C-2 (Milling and Resurfacing Alleyways)

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

2

#### **Photographer Location:**

Intersection of Cupseed Lane and Beargrass Alley

#### **Direction Photo was taken:**

Facing southwest

#### **Comments:**

Typical reflective cracking of alleyway asphalt.



#### Photograph No.

1

#### **Photographer Location:**

Intersection of Cupseed Lane and Beargrass Alley

#### **Direction Photo was taken:**

Facing south

#### **Comments:**

Typical reflective cracking of alleyway asphalt.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Neighborhoods C-1 and C-2 (Milling and Resurfacing Alleyways)

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

ς

#### **Photographer Location:**

Beargrass Alley (east of Buck Lane)

#### **Direction Photo was taken:**

Facing west

#### **Comments:**

Typical reflective cracking of alleyway asphalt.



#### Photograph No.

6

#### **Photographer Location:**

Beargrass Alley (east of Buck Lane)

#### **Direction Photo was taken:**

Facing east

#### **Comments:**

Typical reflective cracking of alleyway asphalt.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### PROJECT INFORMATION

Project Name: Harmony Community Development District

Subject: Neighborhoods C-1 and C-2 (Milling and Resurfacing Alleyways)

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

7

#### **Photographer Location:**

Beargrass Alley (west of Pond Pine Road)

#### **Direction Photo was taken:**

Facing east

#### **Comments:**

Localized ponding.



#### Photograph No.

8

#### **Photographer Location:**

Beargrass Alley (west of Primrose Willow Drive)

#### **Direction Photo was taken:**

Facing east

#### **Comments:**

Ponded area not sheet flowing to nearby inlet.







301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160

#### **PROJECT INFORMATION**

Project Name: Harmony Community Development District

Subject: Neighborhoods C-1 and C-2 (Milling and Resurfacing Alleyways)

Inspection Date: June 14, 2021 (Site Inspection #1)

#### Photograph No.

a

#### **Photographer Location:**

Alleyway between Beargrass Road and Cupseed Lane (East of Pine Pond Road)

#### **Direction Photo was taken:**

Facing southwest

#### **Comments:**

Ponded area not sheet flowing to nearby inlet.



#### Photograph No.

10

#### **Photographer Location:**

Alleyway between Beargrass Road and Cupseed Lane (West of Pine Pond Road)

#### **Direction Photo was taken:**

Facing northeast

#### **Comments:**

Localized ponding.





### 7A.vi.





June 3, 2021 MSC-22055

Mr. Bob Koncar Regional Manager Harmony Community Development District 313 Campus Street Celebration, Florida 34747

Re: Harmony Community Development District
Fiscal Year 2020 / 2021 Board Meetings and Miscellaneous Services

Dear Mr. Koncar:

The purpose of this proposal is to respectfully request authorization to provide professional engineering services associated with the above referenced community. Specifically, to perform the following services during the remainder of Fiscal Year 2020 / 2021 (through September 30, 2021):

- Prepare for and attend the monthly Harmony Community Development District (CDD) Board
  of Supervisors meetings.
- 2. Prepare for and conduct field reviews with the CDD Board Members and/or Inframark Management Services to investigate known problem areas (e.g., localized flooding) and/or evaluate potential areas in need of repairs (e.g., roadways, pipes, playgrounds, etc.).
- 3. Assist the CDD Board Members and/or Inframark with current projects (e.g., foot bridge improvements, Garden Road, dog park, RV / boat storage area, etc.).
- 4. Update the CDD exhibit which depicts the primary (stormwater ponds and outfall systems) stormwater management systems within the Harmony Community.
- Coordinate with subconsultants (e.g., surveyors, geotechnical engineers, and environmental scientists) to provide requested services by the CDD (e.g., conservation area monitoring and maintenance, perform specific-purpose survey services, utility locates, preparation of easement documents, subsurface investigations, pavement cores, etc.).



Mr. Bob Koncar June 3, 2021 Page 2

6. Prepare conceptual plans and cost estimates in order to solicit / request bids from qualified general contractors.

The above described services will be performed initially for an hourly not-to-exceed fee amount of \$15,000.00 (refer to the attached Hourly Rate Sheet). Please note requested subconsultant services, incurred in connection with the above described work, will be invoiced separately from the labor and other direct costs.

We sincerely appreciate the opportunity to assist the Harmony Community Development District with its engineering and surveying needs. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM

Stormwater Department Manager



Mr. Bob Koncar June 3, 2021 Page 3

#### Harmony Community Development District Board Meetings and Miscellaneous Services Fiscal Year 2020 / 2021

Approved for Pegasus Engineer	ing, LLC	
Luin Murpil	<u>Principal</u>	June 3, 2021
Fursan Munjed, P.E.	Officer's Title	Date
This Proposal is hereby accepte (Please return one executed co	•	, 0
Authorized Signature	Officer's Title	 Date





HOURLY RATE SCHEDULE										
Senior Project Manager	\$185.00 / Hour									
Project Manager	\$175.00 / Hour									
Senior Project Engineer	\$165.00 / Hour									
Project Engineer	\$150.00 / Hour									
Senior Designer	\$100.00 / Hour									
Designer	\$90.00 / Hour									
CADD / GIS Technician	\$85.00 / Hour									
Word Processor / Clerical	\$75.00 / Hour									
Mileage	56.5¢ / mile									
Copies and Prints (In-House)										
Black and White Copies										
8.5 x 11	\$0.10 / page									
11 x 17	\$0.15 / page									
Color Copies										
8.5 x 11	\$1.00 / page									
11 x 17	\$1.50 / page									
Plots (In-House)										
All Color Plots	\$5.00 / SF									
All B&W Sizes	\$0.15 / SF									
Overnight Delivery	Actual Cost									
Courier Services	Actual Cost									
Postage	Actual Cost									
Government Permits	Actual Cost									



### **7B.**



## **7Bi.**



### <u>Harmony Community Development District General Counsel Report</u> 6.24.2021

- 1. Inframark Management Contract Addendum Finalized, Executed, and Effective 6.1.21.
  - Under the addendum, Inframark now provides an onsite field management team in addition to the existing management services.
- 2. District Engineer Contract Finalized and Executed 6.1.21.
  - Pegasus Engineering replaces Boyd Engineering.
  - Under the Agreement the Engineer shall serve as the District's professional representative in each service or project to which an agreement applies and will give consultation and advice to the District during performance of these services.
- 3. Enclave Documents Executed and Sent to Developer 5.28.21.
  - The District will accept lands within the Plat should certain conditions in the agreement be met. The District will have the right to access Tract K-100 and maintain drainage infrastructure located within Tract K-900.
  - The Agreement terminates upon the last of the following events:
    - i. Issuance of the District Engineer Certification (all infrastructure constructed within the proposed District lands and easements is constructed in accordance with District standards).
    - ii. The District's execution of the OUC Lighting Service Agreement.
    - iii. HFL's recording of the Access Easement.
    - iv. HFL's recording of the Maintenance Easement.
- 4. Servello Tree Trimming Hold Addendum: Executed 6.4.21.
  - At the April Meeting, Servello advised Board of anthracnose spot. Servello determining amount of trees with symptoms.
  - Tree Trimming will resume following notice from Servello that the trees have been inspected and/or treated for the disease.
- 5. Chapco Fence Contract: Executed by Chapco Fence on 6.15.21.
  - Commercial grade black fencing for the dog park.
  - Agreement provides for 4' high black 9 GA fence.
  - Contractor must complete project within 30 days of permit approval. Permit approval timeline is out of control of contractor.
- 6. KoPac Sidewalk Contract: Executed 6.13.21
  - Put on hold due to a stormwater ponding and grading issue at project location.
- 7. CDD Parcels on Tax Roll & Boundary Analysis:
  - There are legal and administrative costs to expand the District boundary.
  - There may be future indirect costs in doing so dependent on factors such as District ownership or non-ownership of parcels within or outside of the boundary.



- Pro's & Con's
  - i. Ability to assess non-ad valorem assessments on the parcel if non-District owned or exert increased control over the parcel if it is District owned;
  - ii. Actual costs of expanding the boundary (incl. \$1,500.00 filing fee)
- Removal of ad-valorem taxes on Parcel 24-26-31-0000-0012-0000 is still pending.
- 8. Discussion on Dangerous Instrumentality Doctrine: CDD Vehicles.
  - Florida common law doctrine that provides that the owner of an inherently dangerous tool is liable for any injuries caused by that tool's operation. *Southern Cotton Oil v. Anderson*, 80 Fla. 441, 469 (Fla. 1920).
  - Includes vehicles: anyone—company or person—who gives permission to another
    to drive their car will be held liable for any injuries to other people that vehicle
    causes.
  - The doctrine imposes what is known as strict vicarious liability upon the owner of
    the vehicle, which essentially means the owner of the vehicle and everyone else
    whose name is listed on the vehicle's title is viewed as if they were in the driver's
    seat of the vehicle when the accident occurred.
  - Counsel's recommendation for the District is that it should avoid lending vehicles to subcontractors. This could open up the District to liability in the event of an accident under the Dangerous Instrumentality Doctrine.



## **7**C



## 7Ci.





#### WHERE NATURE CALLS YOU HOME



# Field Services Report May/June 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 Turf has been installed.
- Refurbishing benches continued.
- Replaced damaged dog potty bin on Bluestem
- Repair common turf area between 3391 Sagebrush and 3393 Pending with Lennar.
- Transition Inframark finalized.
- Replaced 2 boards at bridge on Schoolhouse Road.
- Removed trashcans and Dog station Water station and sign on abandoned Dog Park Five Oaks Dr East
- Filled in shell rock at dog trot trail.
- Raked rubber mulch by entrance Dog park



#### **Ponds**

• See Pond report.

#### **Pools Operations**

- Pools checked, chemically balanced, and cleaned daily.
- Closed Swim club due to Glitter pollution.
- Replaced air freshener due to vandalism.
- Secured ladder bolts and placed safety rubbers at Swim club.

#### **Boat Maintenance**

- All propellers weekly checked, and boats cleaned.
- 20 Ft Pontoon out of commission due to actuator issues.
- Added and painted safety railing at Dock house entrance doors.

#### **Buck Lake Activities**

• Boat Orientation held 12 attended

#### **Access Cards**

• Approximately **55** ID cards have been made this month.

End of Report.



## 7Cii.



#### Gerhard van der Snel

			Gerh	aru	vai	i ue	1 31	161			_		
Date	Resident	Time	1000	FS S	Wilets on the	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
/14/2021	Nicole Seago	1:00 - 4:00 PM			2		Х						
5/14/2021	BRYAN DESCHAMPS	1:00 - 4:00 PM			4			X					
5/15/2021	Todd McClimans	7:30 - 10:30 AM			4	×							
5/15/2021	John Warner	1:00 - 4:00 PM			1				X		CONTRACTOR OF THE PARTY OF THE		
5/15/2021	Kathleen Williams	1:00 - 4:00 PM			4		X						
5/15/2021	Daniel Peterson	1:00 - 4:00 PM			4	X							
	David Bronson	1:00 - 4:00 PM			3			X					
5/15/2021	A STATE OF THE STA	7:30 - 10:30 AM		X	2		X	1					
5/16/2021	Donald Rice				2	-		X		-		-	
5/16/2021	Jerome Schletter	7:30 - 10:30 AM		X	1 2		1	^	-				
5/16/2021	Paul DeCoster	7:30 - 10:30 AM		X	3			-	-	X	-		N= 32-
5/16/2021	Lori Isaac	7:30 - 10:30 AM		X	4	X	-			-			
5/16/2021	Jerome Schletter	8:00 - 11:00 AM		X	2				X	-	-	<u> </u>	
5/16/2021	David Bronson	1:00 - 4:00 PM		X	3			X			ļ	-	
5/16/2021	Barbara Gabel	1:00 - 4:00 PM		X	6	X							
5/17/2021	Daniel Peterson	1:00 - 4:00 PM	×		3	X							
5/19/2021	William Gest	10:00 - 11:00 AM			1					X			
5/20/2021	William Gest	10:00 - 11:00 AM			1					X			
5/20/2021	William Gest	1:00 - 4:00 PM			2			X					
5/20/2021	James Mead	1:00 - 4:00 PM			4	х							
5/21/2021	BRYAN DESCHAMPS	1:00 - 4:00 PM			4			X					
5/21/2021	Israel Rexach	1:00 - 4:00 PM			6	x							
5/22/2021	Samuel Gates	7:30 - 10:30 AM			4			X					
5/22/2021	Ronald Young	7:30 - 10:30 AM			2				×				
5/22/2021	Scott Marlega	7:30 - 10:30 AM			3		×						
5/22/2021	Ken Franson	7:30 - 10:30 AM			4			Х					
5/22/2021	Joshua Gutman	7:30 - 10:30 AM			4	X							
5/22/2021	Daniel Sprague	7:30 - 10:00 AM			1			1		×			
5/22/2021	Daniel Sprague	7:30 - 10:00 AM			1				Х				
5/22/2021	David Bronson	1:00 - 4:00 PM		T	3			X					
5/22/2021	Jacob Bensinger	1:00 - 4:00 PM			3	X		-	1			-	
5/22/2021	Debra Asbra	1:00 - 4:00 PM			1		X	1					
5/23/2021	Donald Rice	7:30 - 10:30 AM		×			×		1				
5/23/2021	Jonathan Bradshaw	7:30 - 10:30 AM		X	-	X							
5/23/2021	Daniel Sprague	7:30 - 10:30 AM		Х	-	(827)		X					
5/23/2021	Jerome Schletter	8:00 - 11:00 AM		X	-	-			X				
	John Sommer			1.					1 2	1	1	1	
			6	38	346	33	16	31	12	7	7	4	

346

Total Trips: 110

						D	V						Agenda Page 178
Date	Resident	Time	M W	FS S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
6/5/2021	Andrew Crawford	7:30 - 10:30 AM			2	X							
6/5/2021	Jeniffer Denault	8:00 - 10:00 AM			1							X	
6/5/2021	Jeniffer Denault	8:00 - 10:00 AM			1							x	
6/5/2021	Debra Asbra	1:00 - 4:00 PM			1		×						
6/5/2021	John Warner	1:00 - 4:00 PM			3	Х							
6/6/2021	Madeline Visciano	7:30 - 10:30 AM		X	8	X							
6/6/2021	Jerome Schletter	7:30 - 10:30 AM		×	2		X						
6/6/2021	Donald Rice	7:30 - 10:30 AM		X	2			x					
6/6/2021	David Bronson	1:00 - 4:00 PM		X	3	×							
6/6/2021	John Warner	1:00 - 4:00 PM		x	4			х					
6/6/2021	Amanda Corcoran	1:00 - 4:00 PM		×	4			×					
6/7/2021	Madeline Visciano	7:30 - 10:30 AM	×		8	×							
6/7/2021	William Gest	1:00 - 4:00 PM	X		3			×					
6/7/2021	Scott Marlega	1:00 - 4:00 PM	X		3		Х						
6/9/2021	William Gest	8:00 - 9:00 AM			1					×			
6/9/2021	David Bronson	1:00 - 4:00 PM			3	X							
6/10/2021	Robert Martz	8:00 - 11:00 AM			2				X				
6/10/2021	William Gest	1:00 - 4:00 PM			4			X					
6/10/2021	Scott Marlega	1:00 - 4:00 PM			2		х						
6/11/2021	Robert Martz	8:30 - 11:30 AM			2		71.50		х				
6/11/2021	Robert Martz	8:30 - 11:30 AM			2				х				
6/11/2021	Kenneth LeCompte	1:00 - 4:00 PM			7	X							
6/11/2021	Kenneth LeCompte	1:00 - 4:00 PM			6			X					
6/12/2021	Samuel Gates	7:30 - 10:30 AM			5			X					
6/12/2021	Ronald Grove	7:30 - 10:30 AM			5	X							
6/12/2021	Ronald Grove	7:30 - 10:30 AM			4		×						
6/12/2021	Samuel Gates	7:30 - 11:00 AM			5			х					
6/12/2021	John Warner	1:00 - 4:00 PM			3			x					
6/12/2021	Barbara Gabel	1:00 - 4:00 PM			6	X							
6/13/2021	Donald Rice	7:30 - 10:30 AM		x	2		×						
6/13/2021	Arny Harris	7:30 - 10:30 AM		×	3	x							
6/13/2021	jason herrman	7:30 - 10:30 AM		×	2					х			
6/13/2021	Jerome Schletter	8:00 - 11:00 AM		X	2				X				
6/13/2021	David Bronson	1:00 - 4:00 PM		×	3	X							
6/13/2021	Gary Caron	1:00 - 4:00 PM		×	6			х					
6/13/2021	David Osborne	1:00 - 4:00 PM		X	2		х						
6/14/2021	Sharon Stakich	1:00 - 4:00 PM	X		4	Х					Tr.		
				-	-				1		1		

38 346

Total Passengers:

Total Trips: 110



## 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 May 15th a resident reported a irrigation gusher at the townhomes. field manager redirected to HOA

On May 17th, a resident reported a wasp nest in a bin at the dog park. Field services removed

On May 19th, a resident reported a broken water line at the buttonbush pocket park. Servello repaired.

On May 20th a resident had a issue with reserving the pontoon boat. Field services resolved issue.

On May 21st, a resident had a concern on the big gates at the dog park David children had left it open.

On May 25th, a resident had a concern about a gusher on Southern Pine in the Estates. Field services forward concern to Servello.

On May 27th, a resident reported a gusher in front of 3358 Cat Brier. Field services reported to Servello

On May 31st resident had a concern on the tree in front of their house on 6994 Bluestem Servello looked and assessed and make sure the tree is still alive

On June 1st, a resident reported a group of teenagers at the swim club pool with foul Languages around young children. CDD field manager resolved situation and removed teenagers due to no valid access card.

On June 2nd, a resident had a concern about the water nozzle being detached from the hose. Field services attached hose again.

On June 3<sup>rd</sup>, A resident had a concern when the dog park would be mowed. Servello had it scheduled for the next day.

On June 6, a resident reported the hose at the dog park leaking. Field services replaced hose the next day.

On June 6th, the resident had a question about why the transfer from CDD field services to inframark. Field manager answered all the questions.

On June 7th, a resident on Dark sky drive had a concern on caterpillar webbing in the tree across from her house. Field services works together with Servello to have the tree sprayed.



On June 11th, a resident requested a testing for the swim club pool. Her children were complaining
burning eyes suggestion. Filed manager performed a test and findings were within guidelines of Florida
Department of health standard.

End of report.



# 7Civ.



**Harmony District Ponds Report** 

	Pond Pond Pond Acres Thirty District Ponds Report  # Name Acres Thirty District Ponds Report  # Name Sevents Acres Thirty District Ponds Report  # Name Pond Pond Acres Thirty District Ponds Report  # Name Pond Pond Pond Pond Pond Pond Pond Pond											
   Pond	Pond	Pond	,	) alee	<b>&gt;</b>	·\$	17Mate	is side				
Polid   #	Name	Acres		icks"	Bee .	diar	ALLES CALLES	CONTRACT	Treatment Plan			
			$\langle - \rangle$		,	· · · · · ·	<i>y y</i>	May lung	* Se Clear G-Algae			
	Quickview, click h			SEVERITY: May-June L1=minimal L2=moderate					* Komeen Crystals-Hydrilla			
	net access not req	uirea							* SonarOne-Hydrilla			
	Map links below						xtreme on issue	Current Treatment	* Diquat-Latoral plants			
1	Require Internet H-1	1.4		pialik –	illuica	ites iic	L1	No treatment needed				
2	H-1	1.4					L1	No treatment needed				
3	H-1	2.3				L1	<b>L</b> I	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	weeds	Round-up			
7	N. Long Pond	3.1					L1	weeds	Round-up			
8	Dog Park Tr.	3.5		L1				No treatment needed				
9	Dog Park Tr.	1.0					L1	No treatment needed				
10	Dog Park Estates N.	3.0 1.8		L1			L1	No treatment needed  No treatment needed				
12	Estates S.	1.7		L1				No treatment needed				
13	Golf Course	1.7		<b>∟</b> I				110 a caument necaca				
14	Golf Course	1.5										
15	Golf Course	4.0										
16	Golf Course	3.4										
17	Golf Course	1.4										
18	Golf Course	2.0										
19	Golf Course	5.3										
20	Golf Course Golf Course	3.5 2.3										
22	Golf Course	3.2										
23	Golf Course	2.0										
24	Golf Course	2.0										
25	Golf Course	0.5										
26	Golf Course	0.7										
27	Golf Course	0.7										
28	Golf Course	1.3										
29	Golf Course	1.2										
30	Golf Course Golf Course	2.3										
31 32	Golf Course	1.1 2.0										
33	W. Lake	1.3		L1				No treatment needed				
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		cattails	Round-up			
38	E. Lake	0.5				L1		No treatment needed				
39	S. Lake	3.3				L1		No treatment needed	Davind			
40 41	S. Lake S. Lake	1.4 2.3	1.4			L1		cattails	Round-up			
41	S. Lake	5.2	L1 L1					cattails  No treatment needed	Round-up			
43	Waterside	3.0	L3					No treatment needed				
44	DOT	6.0	LJ					No treatment needed				
45	DOT	3.6						No treatment needed				
46	DOT	2.0			L2			No treatment needed				
47	Maintenance	0.4						No treatment needed				
48	Feathergrass	0.0			L1			No treatment needed				
	TOTAL ACRES		Tota	ıl size (	in acre	es) of a	Il ponds co	ombined				
AV	G. TREATED ACRES	1.1					rea is rou					

**Additional Notes:** 

This month I have been removing trash and debris from all ponds and trying to spray the ones that have a lot of cattails coming up. The ponds water quality is looking good and overall health of the ponds are good. The ponds need the barriers mowed or cut back as some of them are already waist tom chest high and we are just now getting rain.



Page 1



# 7Cv

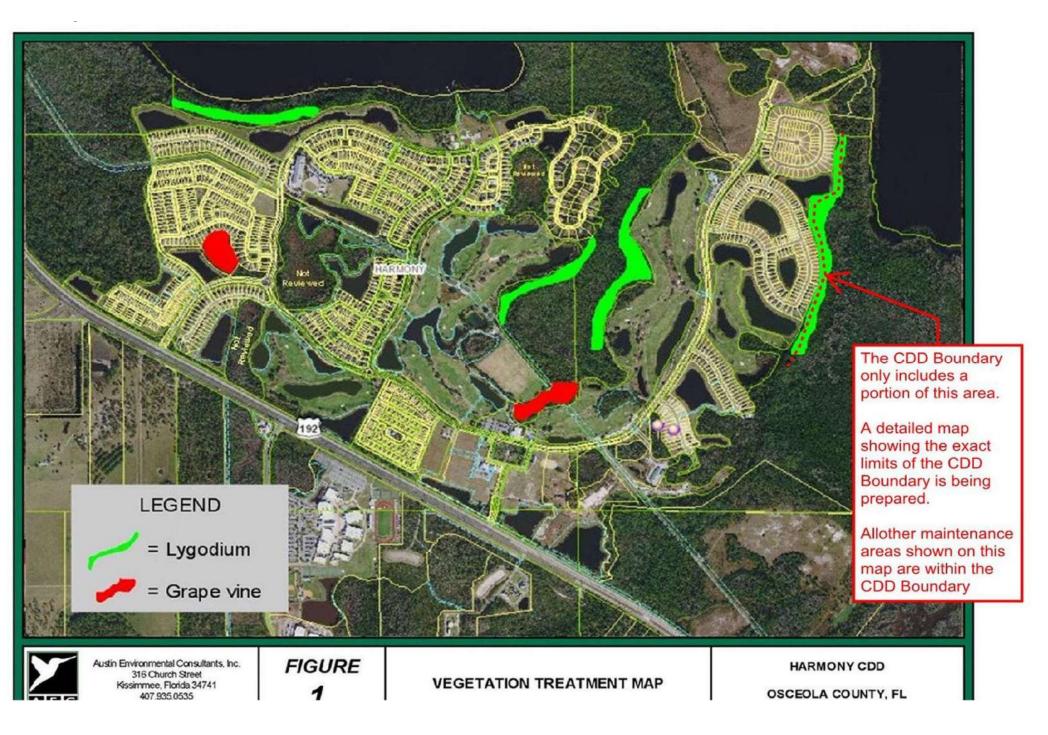


# Harmony Community Development District Field Services Monthly Wetland Report

#	Maintenance Area Name	Acres	Invasive Species	Reporting Date:	Treatment Status
	Map Tab Shows Local QuickMap		Vegitation Identification	May-June	Pending Activities
	Click Links Below For Internet Maps		Infestation Severity High, Medium, Low	Prescribed Treatment	Percent Complete
1	Buck Lake - South	1.4 ?	Lygodium High	retreating areas of growth this month along buck lake	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	checked this area again and sprayed some new growth	90 percent complete
6	The Lakes - East	3.1 ?	Lygodium High	started some of this area on the backside of the pond that was visible	started the edge that was visible
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			
		4.0	T-1-1-1-1		
	TOTAL ACRES AVG. TREATED ACRES	1.3	Total size (in acres) of all foliag  Average infested foliage treate		
	ATO. INLATED ACRES		Average intested tollage treate	a area is roughly 2070	

Additonal Notes: This month we have been in the area that is ours behind indian grass trying to get this whole area done.

There is a lot of grapevine and fern and a lot of cutting the vines is required. Also have been checking and treating several area along buck lake trying to keep it low as it is growing back. These areas are all covered with both invasive plants and are going to be a huge continuing problem for maintenance and control of the spreading of these plants.





## **EIGHTH ORDER OF BUSINESS**



**8A** 



## **Community Development District**

## Annual Operating and Debt Service Budget

Fiscal Year 2022

Version 2 - Modified Tentative Budget: (printed 6/14/21 8am)

Prepared by:





## Community Development District

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## Harmony

**Community Development District** 

Operating Budget
Fiscal Year 2022





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

			ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
ACCOUNT DECODIFICAL	ACTUAL	ACTUAL	BUDGET	THRU	JUN -	PROJECTED	BUDGET
ACCOUNT DESCRIPTION	FY 2019	FY 2020	FY 2021	MAY-2021	SEP-2021	FY 2021	FY 2022
REVENUES							
Interest - Investments	\$ 15,201	\$ 9,178	\$ 9,381	\$ 2,447	\$ 1,224	\$ 3,671	\$ 2,814
Hurricane Irma FEMA Refund	13,688	1,158	-	-	-	-	-
Interest - Tax Collector	1,647	762	-	1,706	-	1,706	-
Special Assmnts- Tax Collector	1,944,617	1,853,780	1,876,212	1,739,122	137,090	1,876,212	1,876,212
Special Assessments-Tax Collector-VC1	_	-	(22,434)	-	(22,434)	(22,434)	(22,434)
Special Assmnts- Discounts	(49,381)	(20,831)	(75,048)	(55,273)	-	(55,273)	(75,048)
Sale of Surplus Equipment	-	1,454	-	·	_	-	-
Other Miscellaneous Revenues	1,804	694	-	973	-	973	-
Access Cards	2,040	2,080	1,500	1,110	950	2,060	1,200
Insurance Reimbursements	· -	3,096	, -	, -	_	, -	-
Facility Revenue	650	766	500	200	508	708	600
User Facility Revenue	17,380	21,460	5,000	16,725	2,695	19,420	15,000
TOTAL REVENUES	1,947,646	1,873,597	1,795,111	1,707,010	120,033	1,827,043	1,798,344
EVENDITUES							
EXPENDITURES  Administrative							
Administrative	40.400	40.000	12.000	0.000	4.000	10.000	14.000
P/R-Board of Supervisors	10,400	10,800	12,000	6,800	4,000	10,800	14,000
FICA Taxes	796	826	918	520	306	826	1,071
ProfServ-Arbitrage Rebate	1,200	1,200	1,200	-	1,200	1,200	1,200
ProfServ-Dissemination Agent	1,500	1,500	1,500	1,500	-	1,500	1,500
ProfServ-Engineering	8,217	14,891	9,500	16,118	3,167	19,285	20,000
ProfServ-Legal Services	82,337	94,587	90,000	56,373	32,089	88,462	65,000
ProfServ-Mgmt Consulting Serv	63,484	64,985	67,200	44,800	22,400	67,200	69,250
ProfServ-Property Appraiser	440	392	392	438	-	438	392
ProfServ-Special Assessment	8,822	8,822	8,822	8,822	-	8,822	8,822
ProfServ-Trustee Fees	10,560	10,560	10,160	-	10,560	10,560	10,160
Auditing Services	4,355	4,355	4,600	4,400	-	4,400	4,400
Postage and Freight	998	732	1,200	1,411	651	2,062	1,000
Rental - Meeting Room	4,450	3,600	3,600	2,750	-	2,750	2,750
Insurance - General Liability	24,391	22,888	25,177	25,238	-	25,238	27,762
Printing and Binding	708	251	1,000	184	296	480	500
Legal Advertising	1,162	847	1,000	442	558	1,000	1,000
Misc-Records Storage	-	-	150	-	-	-	1,500
Misc-Assessmnt Collection Cost	24,950	24,120	37,524	35,068	2,456	37,524	37,524
Misc-Contingency	1,718	2,633	5,000	1,600	2,800	4,400	5,000
Office Supplies	17	-	50	-	-	-	-
Annual District Filing Fee	175	175	175	175	=	175	175
Total Administrative	250,680	268,164	281,168	206,639	80,482	287,121	273,006
Field							
ProfServ-Field Management	246,141	278,023	295,000	190,395	112,957	303,352	338,872
Trailer Rental		-	-	-	-	-	6,960
Total Field	246,141	278,023	295,000	190,395	112,957	303,352	345,832
Landscape Services							
Contracts-Mulch	58,803	59,405	61,000	40,344	20,172	60,516	62,220
Contracts - Irrigation	-	-	-	4,400	8,800	13,200	26,400





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

			ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	ACTUAL	ACTUAL	BUDGET	THRU	JUN -	PROJECTED	BUDGET
ACCOUNT DESCRIPTION	FY 2019	FY 2020	FY 2021	MAY-2021	SEP-2021	FY 2021	FY 2022
Contracts - Landscape	272,363	260,808	267,000	177,432	88,716	266,148	272,300
Cntrs-Shrub/Grnd Cover Annual Svc	152,676	154,291	158,000	104,789	52,394	157,183	161,110
R&M-Irrigation	8,609	8,887	15,000	3,662	13,886	17,548	15,000
R&M-Trees and Trimming	2,600	29,810	40,000	1,100	38,900	40,000	40,000
Miscellaneous Services	44,111	26,775	32,000	9,656	25,787	35,443	35,000
Total Landscape Services	539,162	539,976	573,000	341,383	248,655	590,038	612,030
Utilities							
Electricity - General	34,516	33,920	35,000	25,620	8,598	34,218	37,000
Electricity - General Electricity - Streetlighting	97,373	100,399	90,000	68,205	30,681	98,886	110,000
Utility - Water & Sewer	180,401	153,651	140,000	72,532	94,494	167,026	180,000
Lease - Street Light	5,123	-	-	-	-	-	-
Buydown - Street Lights	345,326	-					-
Total Utilities	662,739	287,970	265,000	166,357	133,773	300,130	327,000
Operation & Maintenance							
Communication - Telephone	4,570	5,764	5,500	2,177	1,760	3,937	-
Utility - Refuse Removal	2,700	2,771	3,000	1,782	900	2,682	3,000
R&M-Ponds	1,892	3,008	10,000	975	1,475	2,450	3,500
R&M-Pools	29,108	34,071	35,000	11,950	19,640	31,590	32,000
R&M-Roads & Alleyways	531	2,051	2,000	-	1,291	1,291	2,000
R&M-Sidewalks	799	33,048	15,000	92	16,832	16,924	15,000
R&M-Vehicles	11,149	9,743	15,000	2,248	8,198	10,446	15,000
R&M-User Supported Facility	87,727	10,070	20,000	7,570	3,785	11,355	20,000
R&M-Equipment Boats	2,464	9,190	6,000	1,977	3,850	5,827	6,000
R&M-Parks & Facilities	28,652	19,359	35,000	14,468	9,538	24,006	25,000
Miscellaneous Services	950	1,250	2,000	129	971	1,100	1,100
Misc-Contingency	1,644	4,276	10,000	5,794	4,206	10,000	8,000
Misc-Security Enhancements	6,544	8,224	6,500	2,061	3,900	5,961	5,700
Op Supplies - Fuel, Oil	3,741	3,258	5,000	1,159	2,341	3,500	4,000
Cap Outlay - Other	35,589	33,073	-	29,765	2,541	29,765	4,000
	22,526				-		30,000
Cap Outlay - Vehicles Capital Outlay	22,326	15,451	20,000	11,145	-	11,145 -	30,000
Reserve - Renewal&Replacement	6,818	364,684 52,155	30,000	44,625	2,320	46,945	23,040
Reserve - Sidewalks & Alleyways	,	32,133	60,000	14,136	-		43,500
Total Operation & Maintenance	247,404	611,446	280,000	152,053	81,005	14,136 233,058	236,840
rotal Operation & Maintenance	247,404	011,440	200,000	132,033	01,003	233,030	230,040
Debt Service							
Principal Debt Retirement	-	75,576	-	12,260	-	12,260	12,868
Interest Expense		7,620	-	14,340	-	14,340	13,732
Total Debt Service		83,196	-	26,600		26,600	26,600
TOTAL EXPENDITURES	1,946,126	2,068,775	1,694,168	1,083,427	656,872	1,740,299	1,821,308
		·					
Excess (deficiency) of revenues  Over (under) expenditures	1,520	(195,178)	100,943	623,583	(536,840)	86,743	(22,964)
OTHER FINANCING SOURCES (USES)							
Operating Transfers-Out	-	-	(26,600)	-	-	-	
Contribution to (Use of) Fund Balance	-	-	(22,434)	-	-	-	(22,434)
			( <del></del> , · /)				(==, :0 :

General Fund

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

ACCOUNT DESCRIPTION	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU MAY-2021	PROJECTED  JUN -  SEP-2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
TOTAL OTHER SOURCES (USES)	-	-	(49,034)	-	-	-	(22,434)
Net change in fund balance	1,520	(195,178)	51,909	623,583	(536,840)	86,743	(45,398)
FUND BALANCE, BEGINNING	1,515,743	1,517,263	1,322,085	1,322,085	-	1,322,085	1,408,828
FUND BALANCE, ENDING	\$ 1,517,263	\$ 1,322,085	\$ 1,373,994	\$ 1,945,668	\$ (536,840)	\$ 1,408,828	\$ 1,363,430

#### Community Development District

#### Exhibit "A"

#### Allocation of Fund Balances

#### **AVAILABLE FUNDS**

		<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2022		\$ 1,408,828
Net Change in Fund Balance - Fiscal Year 2022		(45,398)
Reserves - Fiscal Year 2022 Additions		66,540
Total Funds Available (Estimated) - 9/30/2022		1,429,970
ALLOCATION OF AVAILABLE FUNDS		
Assigned Fund Balance		429 602 (2)
Operating Reserve - First Quarter Operating Capital Reserves - Renewal & Replacement (Prior Years) Reserves - Renewal & Replacement (FY 2021) Reserves - Renewal & Replacement (Use of fund balance)	40,215 <sup>(3)</sup> 30,000 <sup>(4)</sup> (46,945)	438,692 <sup>(2)</sup>
Reserves - Renewal & Replacement (FY 2022) Reserves - Sidewalk and Alleyways (Prior Years) Reserves - Sidewalk and Alleyways (FY 2021) Reserves - Sidewalk and Alleyways (Use of fund balance)	23,040 (5) 213,208 (3) 60,000 (4) (14,136)	46,310
Reserves - Sidewalk and Alleyways (FY 2022)	43,500 (5)	302,572
Reserves - Uninsured Repairs (Prior Years)		50,000 (3)

Total Allocation of Available Funds	837,574
•	

Subtotal

837,574

Total Unassigned (undesignated) Cash \$ 592,396

#### **Notes**

- (1) The District has acquired parcel VC1 and will pay the Series 2015 Debt Service associated with this parcel over the life of the bond. The remaining debt service obligation for this parcel is \$372,401.
- (2) Represents approximately 3 months of operating expenditures.
- (3) Prior year assignment of fund balance as of 10.29.20 passed by motion.
- (4) Reserves budgeted in FY 2021.
- (5) Proposed budgeted reserves in FY 2022.

Community Development District

General Fund

#### **Budget Narrative**

Fiscal Year 2022

#### **REVENUES**

#### Interest-Investments

The District earns interest on its operating accounts.

#### **Special Assessments-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

#### Special Assessments-Tax Collector-VC1

Assessments associated with lot ending VC1 have been removed from the tax roll.

#### **Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### **Access Cards**

The District is charging fees for access cards to the pools and Buck Lake access.

#### **Facility Revenue**

The District is charging for events held at the District facilities.

#### **User Facility Revenue**

The District is charging fees for Parking and Garden Club.

#### **EXPENDITURES**

#### **Administrative**

#### P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

#### **FICA Taxes**

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

#### **Professional Services-Arbitrage Rebate**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on signed engagement letters for each Bond series at \$600 each.

#### **Professional Services-Dissemination Agent**

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Community Development District

General Fund

#### **Budget Narrative**

Fiscal Year 2022

#### **EXPENDITURES**

#### **Administrative** (continued)

#### **Professional Services-Engineering**

The District's engineer, Boyd Civil Engineering, Inc., will be providing general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, review of invoices, preparation of requisitions., etc.

#### **Professional Services-Legal Services**

The District's general counsel, Young Qualls, P.A., retained by the District Board, is responsible for attending and preparing for Board meetings and rendering advice, counsel, recommendations, and representation as determined appropriate or as directed by the Board directly or as relayed by the manager.

#### **Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark-Infrastructure Management Services. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

#### **Professional Services-Property Appraiser**

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The fiscal year budget for property appraiser costs was based on a unit price per parcel.

#### **Professional Services-Special Assessment**

The District will be billed annually for calculating and levying the annual operating and maintenance, and debt service assessments, as provided by Inframark-Infrastructure Management Services.

#### **Professional Services-Trustee Fees**

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

#### **Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

#### Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

#### **Rental-Meeting Room**

The anticipated cost of renting meeting room space for District board meetings.

#### **Insurance-General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Public Risks Insurance Agency. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium.

#### Printing and Binding

Copies used in the preparation of agenda packages, required mailings and other special projects.

Community Development District

General Fund

#### **Budget Narrative**

Fiscal Year 2022

#### **EXPENDITURES**

#### **Administrative** (continued)

#### **Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

#### Misc. - Record Storage

Storage usage for Districts record keeping.

#### **Miscellaneous-Assessment Collection Costs**

The District reimburses the Osceola Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

#### Miscellaneous-Contingency

This includes bank charges, HOA services and any other miscellaneous expenses that may be incurred during the year.

#### **Annual District Filing Fee**

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

#### <u>Field</u>

#### **Professional Services-Field Management**

Project Manager will provide onsite field operations management and supervisory services, including oversight of all District contractors providing services including landscape, hardscape, stormwater/ponds, etc. Field services provided for within this scope include community boat operations, facility and common area maintenance and irrigation. Health and life insurance costs are included.

#### **Trailer Rental**

Rental costs associated with the field office trailer.

#### Landscape Services

#### **Contracts-Mulch**

Contract with Servello & Sons. Scope of work: Pine nugget bark mulch shall be installed one time a year between November 1<sup>st</sup> and January 31<sup>st</sup> at a minimum depth of 3 inches in all plant beds and tree rings. Landscape beds beneath natural pine stands shall be mulched with pine straw at a minimum depth of 3 inches. Playground areas shall be mulched annually during the month of January. Six inches of mulch is required to be added to the existing mulch.

#### **Contracts-Irrigation**

Contract with Servello & Sons to provide irrigation services.

#### **Contracts- Landscape**

Contract with Servello & Sons. Scheduled maintenance consists of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf within the District.

Community Development District

General Fund

#### **Budget Narrative**

Fiscal Year 2022

#### **EXPENDITURES**

#### **Landscape Services** (continued)

#### Contracts- Shrubs/Ground Cover Annual Service

Contract with Servello & Sons. Contractor shall be responsible for installation of 1,600 annuals per quarter (6,400 annuals per year) for each of the four quarterly rotations in spring, summer, fall and winter at various plant beds located throughout the District.

#### **R&M-Irrigation**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

#### R&M-Trees Trimming Services (Canopy)

Scheduled maintenance consists of canopy trimming for trees above the 10-foot height level and consulting with a certified arborist.

#### **Miscellaneous Services**

Unscheduled or one-time landscape maintenance expenses for other areas within the District that are not listed in any other budget category.

#### **Utilities**

#### **Electricity-General**

Electricity for accounts with Orlando Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

#### **Electricity-Streetlighting**

Orlando Utilities Company charges electricity usage (maintenance fee). The budget is based on historical costs.

#### **Utility-Water & Sewer**

The District currently has utility accounts with Toho Water Authority. Usage consists of water, sewer and reclaimed water services.

#### **Operation & Maintenance**

#### **Communication-Telephone**

Telephone expenses for the dockmaster and assistant.

#### **Utility-Refuse Removal**

Scheduled maintenance consists of trash disposal. Unscheduled maintenance consists of replacement or repair of dumpster.

#### R&M-Ponds

Scheduled maintenance and treatment of nuisance aquatic species, including pond consultant, as necessary.

#### R&M-Pools

This includes pool any repairs and maintenance for the Swim Club Ashley Park pools and Lakeshore Park Splash Pad that may be incurred during the year by the District, including repair and replacement of pool furniture, shades, safety equipment, etc. Various pool licenses and permits required for the pools are based on historical expenses.

#### R&M-Roads and Alleyways

This line item is to resurface the alleys of the District.

Community Development District

General Fund

#### **Budget Narrative**

Fiscal Year 2022

#### **EXPENDITURES**

#### **Operation & Maintenance** (continued)

#### R&M-Sidewalks

Unscheduled maintenance consists of grinding uneven areas, replacement of broken areas and pressure washing.

#### R&M-Vehicles

Supplies such as tires and parts, maintenance and equipment needed for various vehicles.

#### R&M-User Supported Facility

Represents cost associated with Parking and Garden Club expenses.

#### **R&M-Equipment Boats**

Supplies such as generators and large tools, maintenance supplies and equipment needed for the boats.

#### **R&M-Parks and Facilities**

Maintenance or repairs to the basketball courts, athletic fields and Neighborhood "O" playground, cleaning of basketball court, dog parks and all miscellaneous park areas. Also includes cleaning, daily maintenance and rest room supplies.

#### **Miscellaneous Services**

Draining service for holding tank of District's office trailer.

#### Miscellaneous Contingency

The District is required to mitigate certain invasive weeds. This is largely a chemical and equipment-based process. The fiscal year contingency represents the potential excess of unscheduled maintenance expenses not included in budget categories or not anticipated in specific line items.

#### **Miscellaneous-Security Enhancement**

Represents costs for network service, repairs, and updates to security within the District (gates and pool camera's etc.), and cost for purchasing/producing access cards.

#### OP Supplies - Fuel, Oil

Represents usage of fuel.

#### Capital Outlay - Vehicle

Capital purchase as directed by the district's board.

#### Reserves - Renewal and Replacement

This line item includes costs for trailer and monthly pod rentals.

#### Reserves - Sidewalks and Allevways

The district anticipates setting aside funds to cover future sidewalk and alleyway expenditures.

#### **Debt Service**

#### **Principal Debt Retirement**

Principal portion of VC-1 annual debt service payment of \$26,600 transferred out of the general fund to the debt service fund.

#### **Interest Expense**

Interest portion of VC-1 annual debt service payment of \$26,600 transferred out of the general fund to the debt service fund.



## Harmony

**Community Development District** 

**Debt Service Budgets**Fiscal Year 2022



**Community Development District** 

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

ACCOUNT DESCRIPTION REVENUES	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU MAY-2021	PROJECTED JUN - SEP-2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
Interest - Investments	\$ 5.114	\$ 8,010	\$ 3,114	\$ 52	\$ 26	\$ 78	\$ 62
Special Assmnts- Tax Collector	1,257,487	1,248,229	1,245,641	1,165,970	79,671	1,245,641	1,230,013
Special Assmnts- Prepayment	79,626	44,405	-	111,476	-	111,476	-
Special Assmnts- Discounts	(31,931)	(14,026)	(49,826)	(37,057)	-	(37,057)	(49,201)
TOTAL REVENUES	1,310,296	1,286,618	1,198,929	1,240,441	79,697	1,320,138	1,180,874
EXPENDITURES							
Administrative							
Misc-Assessmnt Collection Cost	16,135	16,241	24,913	23,511	1,402	24,913	24,600
Total Administrative	16,135	16,241	24,913	23,511	1,402	24,913	24,600
Debt Service							
Principal Debt Retirement	585,000	610,000	640,000	640,000	-	640,000	670,000
Principal Prepayments	45,000	95,000	-	125,000	-	125,000	-
Interest Expense	602,025	569,413	535,800	535,144		535,144	497,313
Total Debt Service	1,232,025	1,274,413	1,175,800	1,300,144		1,300,144	1,167,313
TOTAL EXPENDITURES	1,248,160	1,290,654	1,200,713	1,323,655	1,402	1,325,057	1,191,913
Excess (deficiency) of revenues							
Over (under) expenditures	62,136	(4,036)	(1,784)	(83,214)	78,295	(4,919)	(11,039)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(1,784)	-	-	-	(11,039)
TOTAL OTHER SOURCES (USES)	-	-	(1,784)	-	-	-	(11,039)
Net change in fund balance	62,136	(4,036)	(1,784)	(83,214)	78,295	(4,919)	(11,039)
FUND BALANCE, BEGINNING	1,178,652	1,240,788	1,236,752	1,236,752	-	1,236,752	1,231,833
FUND BALANCE, ENDING	\$ 1,240,788	\$ 1,236,752	\$ 1,234,968	\$ 1,153,538	\$ 78,295	\$ 1,231,833	\$ 1,220,794



## **Community Development District**

#### **AMORTIZATION SCHEDULE**

Period	Period Outstanding		Coupon	Coupon			
Ending	Balance	Principal	Special Call	Rate	Interest	Service	
11/1/2021	\$9,610,000				\$248,656		
5/1/2022	\$9,610,000	\$670,000		5%	\$248,656	\$1,167,313	
11/1/2022	\$8,940,000				\$231,906		
5/1/2023	\$8,940,000	\$700,000		5%	\$231,906	\$1,163,813	
11/1/2023	\$8,240,000				\$214,406		
5/1/2024	\$8,240,000	\$740,000		5%	\$214,406	\$1,168,812	
11/1/2024	\$7,500,000				\$195,906		
5/1/2025	\$7,500,000	\$775,000		5%	\$195,906	\$1,166,813	
11/1/2025	\$6,725,000				\$176,531		
5/1/2026	\$6,725,000	\$815,000		5%	\$176,531	\$1,168,063	
11/1/2026	\$5,910,000				\$155,138		
5/1/2027	\$5,910,000	\$860,000		5%	\$155,138	\$1,170,275	
11/1/2027	\$5,050,000				\$132,563		
5/1/2028	\$5,050,000	\$905,000		5%	\$132,563	\$1,170,125	
11/1/2028	\$4,145,000				\$108,806		
5/1/2029	\$4,145,000	\$955,000		5%	\$108,806	\$1,172,613	
11/1/2029	\$3,190,000				\$83,738		
5/1/2030	\$3,190,000	\$1,010,000		5%	\$83,738	\$1,177,475	
11/1/2030	\$2,180,000				\$57,225		
5/1/2031	\$2,180,000	\$1,060,000		5%	\$57,225	\$1,174,450	
11/1/2031	\$1,120,000				\$29,400		
5/1/2032	\$1,120,000	\$1,120,000		5%	\$29,400	\$1,178,800	
		\$9,610,000	\$0		\$3,268,550	\$12,878,550	





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

	ACTUAL	ACTUAL	ADOPTED	ACTUAL THRU	PROJECTED	TOTAL PROJECTED	ANNUAL
ACCOUNT DESCRIPTION		ACTUAL	BUDGET	_	JUN -		BUDGET
ACCOUNT DESCRIPTION	FY 2019	FY 2020	FY 2021	MAY-2021	SEP-2021	FY 2021	FY 2022
REVENUES							
Interest - Investments	\$ 4,531	\$ 6,923	\$ 2,270	\$ 31	\$ 16	\$ 47	\$ 43
Special Assmnts- Tax Collector	1,037,261	937,503	908,123	814,007	94,116	908,123	856,710
Special Assessments-Other	-	83,196	-	26,600	-	26,600	26,600
Special Assmnts- Prepayment	1,055,023	693,013	-	196,153	-	196,153	-
Special Assmnts- Discounts	(26,342)	(10,535)	(36,325)	(25,871)	-	(25,871)	(34,268)
TOTAL REVENUES	2,070,473	1,710,100	874,068	1,010,920	94,132	1,105,052	849,084
EXPENDITURES							
Administrative							
Misc-Assessmnt Collection Cost	13,307	12,198	18,162	16,414	1,748	18,162	17,134
Total Administrative	13,307	12,198	18,162	16,414	1,748	18,162	17,134
Debt Service							
Principal Debt Retirement	420,000	395,000	395,000	380,000	-	380,000	390,000
Principal Prepayments	435,000	1,315,000	-	460,000	-	460,000	-
Interest Expense	589,966	532,613	471,838	463,384	-	463,384	430,606
Total Debt Service	1,444,966	2,242,613	866,838	1,303,384		1,303,384	820,606
TOTAL EXPENDITURES	1,458,273	2,254,811	885,000	1,319,798	1,748	1,321,546	837,740
Excess (deficiency) of revenues							
Over (under) expenditures	612,200	(544,711)	(10,932)	(308,878)	92,384	(216,495)	11,344
OTHER FINANCING SOURCES (USES)							
Interfund Transfer - In	5	-	26,600	_	-	-	-
Contribution to (Use of) Fund Balance	-	-	15,668	-	-	-	11,344
TOTAL OTHER SOURCES (USES)	5	-	42,268	-	-	-	11,344
Net change in fund balance	612,205	(544,711)	15,668	(308,878)	92,384	(216,495)	11,344
FUND BALANCE, BEGINNING	914,194	1,526,399	981,688	981,688	-	981,688	765,194
FUND BALANCE, ENDING	\$ 1,526,399	\$ 981,688	\$ 997,356	\$ 672,810	\$ 92,384	\$ 765,194	\$ 776,537



## **Community Development District**

#### **AMORTIZATION SCHEDULE**

Period	Outstanding			Coupon		Annual Debt
Ending	Balance	Principal	Special Call	Rate	Interest	Service
11/1/2021	\$8,525,000			4.750%	\$215,303	
5/1/2022	\$8,525,000	\$390,000		4.750%	\$215,303	\$820,606
11/1/2022	\$8,135,000			4.750%	\$206,041	
5/1/2023	\$8,135,000	\$410,000		4.750%	\$206,041	\$822,081
11/1/2023	\$7,725,000			4.750%	\$196,303	
5/1/2024	\$7,725,000	\$430,000		4.750%	\$196,303	\$822,606
11/1/2024	\$7,295,000			4.750%	\$186,091	
5/1/2025	\$7,295,000	\$450,000		4.750%	\$186,091	\$822,181
11/1/2025	\$6,845,000			4.750%	\$175,403	
5/1/2026	\$6,845,000	\$475,000		5.125%	\$175,403	\$825,806
11/1/2026	\$6,370,000			5.125%	\$163,231	
5/1/2027	\$6,370,000	\$500,000		5.125%	\$163,231	\$826,463
11/1/2027	\$5,870,000			5.125%	\$150,419	
5/1/2028	\$5,870,000	\$525,000		5.125%	\$150,419	\$825,838
11/1/2028	\$5,345,000			5.125%	\$136,966	
5/1/2029	\$5,345,000	\$555,000		5.125%	\$136,966	\$828,931
11/1/2029	\$4,790,000			5.125%	\$122,744	
5/1/2030	\$4,790,000	\$585,000		5.125%	\$122,744	\$830,488
11/1/2030	\$4,205,000			5.125%	\$107,753	
5/1/2031	\$4,205,000	\$615,000		5.125%	\$107,753	\$830,506
11/1/2031	\$3,590,000			5.125%	\$91,994	
5/1/2032	\$3,590,000	\$645,000		5.125%	\$91,994	\$828,988
11/1/2032	\$2,945,000			5.125%	\$75,466	
5/1/2033	\$2,945,000	\$680,000		5.125%	\$75,466	\$830,931
11/1/2033	\$2,265,000			5.125%	\$58,041	
5/1/2034	\$2,265,000	\$715,000		5.125%	\$58,041	\$831,081
11/1/2034	\$1,550,000			5.125%	\$39,719	
5/1/2035	\$1,550,000	\$755,000		5.125%	\$39,719	\$834,438
11/1/2035	\$795,000			5.125%	\$20,372	
5/1/2036	\$795,000	\$795,000		5.125%	\$20,372	\$835,744
Total		\$8,525,000	\$0		\$3,891,688	\$12,416,688



Community Development District

Debt Service

#### **Budget Narrative**

Fiscal Year 2022

#### **REVENUES**

#### Interest-Investments

The District earns interest income on its trust accounts with US Bank.

#### **Special Assessments-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

#### Special Assessments-Other

VC-1 annual debt service payment of \$26,600 transferred out of the general fund to the series 2015 debt service fund.

#### **Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### **EXPENDITURES**

#### **Administrative**

#### **Miscellaneous-Assessment Collection Cost**

The District reimburses the Osceola Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

#### **Principal Debt Retirement**

The District pays regular principal payments annually in order to pay down/retire the debt service.

#### **Interest Expense**

The District pays interest expense on the debt service bonds twice a year.



## Harmony

**Community Development District** 

Supporting Budget Schedules
Fiscal Year 2022



#### Summary of Assessment Rates

					O& M			20	14 Debt Se	rvice			201	5 Debt Servic	е			Total			
	Lot	Lot				% Change (Decrease)/				% Chan (Decreas	-				% Change (Decrease)/				% Change (Decrease)/		
Neighborhood	Туре	Width	FY	2022	FY 2021	Increase		FY 2022	FY 2021	Increas	e e	FY:	2022	FY 2021	Increase	ш	FY 2022	FY 2021	Increase	Units	Acres
A-1	MF	n/a	s	463.92 \$	463.92	0.00%	s	605.71	\$ 605	.71 0.00%		\$	- S		N/A	s	1,069.63 \$	1.069.63	0.00%	186	19.77
В	SF	80	\$	1.466.58 \$	1.466.58	0.00%	s	1.914.87				\$	- S	_	N/A	Š	3.381.45 \$	3.381.45	0.00%	9	23.58
=	SF	65	s	1.191.60 \$	1,191,60	0.00%	Š	1.555.83				\$	- S	_	N/A	Š	2,747.43 \$	2,747,43	0.00%	25	
	SF	52	\$	953.28 \$	953.28	0.00%	Š	1.244.66				\$	- S	_	N/A	Š	2,197.94 \$	2,197,94	0.00%	35	
	SF	42	s	769.96 \$	769.96	0.00%	s	1,005.31				\$	- S	_	N/A	Š	1,775.27 \$	1,775.27	0.00%	22	
	SF	35	s	641.63 \$	641.63	0.00%	Š	837.75				\$	- S	_	N/A	Š	1,479.38 \$		0.00%	15	
C-1	SF	80	s	1.442.48 \$	1,442.48	0.00%	s	1.883.40		.40 0.00%		\$	- S	_	N/A	s	3,325.88 \$	3,325,88	0.00%	10	25.82
	SF	65	s	1,172.02 \$	1,172.02	0.00%	s	1.530.26	1,530	26 0.00%		\$	- S	_	N/A	s	2.702.28 \$	2,702,28	0.00%	30	
	SF	52	s	937.61 \$	937.61	0.00%	Š	1,224,21				\$	- S	_	N/A	Š	2,161.82 \$	2,161.82	0.00%	35	
	SF	42	s	757.30 \$	757.30	0.00%	s	988.78	988	.78 0.00%		\$	- S	_	N/A	s	1,746.08 \$	1,746.08	0.00%	30	
	SF	35	\$	631.09 \$	631.09	0.00%	s	823.98				\$	- S	_	N/A	Š	1,455.07 \$	1,455.07	0.00%	12	
C-2	SF	80	s	1,499.98 \$	1,499.98	0.00%	Š	1.958.47				\$	- S	_	N/A	Š	3,458.45 \$	3,458.45	0.00%	4	17.54
	SF	65	s	1,218.73 \$	1,218.73	0.00%	s	1,591.26				\$	- S	_	N/A	s	2,809.99 \$	2,809.99	0.00%	14	
	SF	52	\$	974.99 \$	974.99	0.00%	s	1,273,01				\$	- S	_	N/A	Š	2,248.00 \$	2,248.00	0.00%	13	
	SF	42	s	787.49 \$	787.49	0.00%	Š	1.028.20				\$	- \$	_	N/A	Š	1,815.69 \$	1.815.69	0.00%	31	
	SF	35	s	656.24 \$	656.24	0.00%	s	856.83	. ,			\$	- S	_	N/A	Š	1,513.07 \$	1,513.07	0.00%	25	
D-1	SF	80	s	1.549.70 \$	1.549.70	0.00%	Š	2.023.39				\$	- \$	_	N/A	Š	3,573.09 \$	3,573.09	0.00%	9	10.35
	SF	65	\$	1,259.13 \$	1,259.13	0.00%	s	1,644.00				\$	- S	_	N/A	Š	2,903.13 \$	2,903.13	0.00%	20	
	SF	52	\$	1,007.30 \$	1.007.30	0.00%	s	1.315.20				\$	- S	_	N/A	Š	2.322.50 \$	2,322,50	0.00%	6	
D-2	SF	n/a	s	920.53 \$	920.53	0.00%	Š	1,201,91				\$	- S	_	N/A	Š	2,122.44 \$	2,122.44	0.00%	11	2.32
E	SF	n/a	\$	2.456.16 \$	2,456.16	0.00%	s	3.206.92				\$	- S	_	N/A	Š	5,663.08 \$	5,663.08	0.00%	51	28.70
G	SF	52	\$	1,108.79 \$	1,108.79	0.00%	s	1.447.71	,			\$	- S	_	N/A	Š	2,556.50 \$	2,556.50	0.00%	62	39.86
-	SF	42	s	895.56 \$	895.56	0.00%	Š	1,169.30				\$	- \$	_	N/A	Š	2,064.86 \$	2,064.86	0.00%	85	
	SF	35	\$	746.30 \$	746.30	0.00%	s	974.41				\$	- S	_	N/A	Š	1,720.71 \$	1,720.71	0.00%	39	
H-1	SF	35	\$	834.14 \$	834.14	0.00%	s	1,073.54				\$	- S	_	N/A	s	1,907.68 \$	1,907.68	0.00%	39	20.34
	SF	40	\$	953.30 \$	953.30	0.00%	Š	1,288.25				\$	- S	_	N/A	Š	2,241.55 \$	2,241.55	0.00%	14	20.01
	SF	50	\$	1,191.62 \$	1,191.62	0.00%	s	1,594.98				\$	- S	_	N/A	Š	2,786.60 \$	2,786.60	0.00%	13	
	SF	25	s	595.81 \$	595.81	0.00%	Š	766.82				\$	- \$	_	N/A	Š	1.362.63 \$	1,362,63	0.00%	46	
H-2/F/A-2/M	SF	50	\$	1,212.51 \$	1,212.51	0.00%	s	1,592.89				\$	- S	_	N/A	Š	2,805.40 \$	2,805.40	0.00%	164	45.56
I/J/L/O	SF	40	\$	1,203.45 \$	1,216.71	-1.09%	s	- 9		- N/A		\$	1,534.73 \$	1,534.73	0.00%	Š	2,738.18 \$	2,751.44	-0.48%	176	158.20
	SF.	50	s	1,504.31 \$	1,520.88	-1.09%	Š	- 9	*	- N/A			1,918.41 \$	1,918.41	0.00%	Š	3,422.72 \$	3,439.29	-0.48%	189	100.20
	SF	60	\$	1,805.18 \$	1,825.06	-1.09%	s	- 9	5	- N/A			2,302.10 \$	2,302.10	0.00%	Š	4,107.28 \$	4,127.16	-0.48%	45	
K	SF	40	\$	1,203.45 \$	1,216.71	-1.09%	s	- 9	\$	- N/A		•	1.432.69 \$	1,534.73	-6.65%	Š	2,636.14 \$	2.751.44	-4.19%	38	
.,	SF	50	\$	1,504.31 \$	1,520.88	-1.09%	Š	- 9	*	- N/A			1,790.86 \$	1,918.41	-6.65%	Š	3,295.17 \$	3,439.29	-4.19%	28	
	SF	60	\$	1,805.18 \$	1,825.06	-1.09%	s	- 9	*	- N/A		•	2,149.03 \$	2,302.10	-6.65%	s	3,954.21 \$	4,127.16	-4.19%	14	
Office	Office		\$	4,364.60 \$	4.364.60	0.00%	s	- 9	*	- N/A		•	5.505.44 \$	5.505.44	0.00%	s	9.870.04 \$	9.870.04	0.00%		0.28
GC	Golf Course		\$	- S	-,304.00	N/A	Š	- 5	*	- N/A			52,624.28 \$	52,624.28	0.00%	Š	52,624.28 \$		0.00%		0.20
Comm	Comm		\$	4,364.60 \$	4,364.60	0.00%	s	- 9	*	- N/A			5,505.44 \$	5,505.44	0.00%	s	9,870.04 \$	9,870.04	0.00%		7.58
TC/M*	SF	50	\$	1.258.25 \$	1.258.25	0.00%	s	_ 9	*	- N/A		•	1.234.92 \$	1,234,92	0.00%	s	2.493.18 \$	2,493,18	0.00%	35	10.09
TC	TC 1 and TC 2	30	\$	4,364.60 \$	4.364.60	0.00%	S	- 9	~	- N/A			5,505.44 \$	5,505.44	0.00%	s	9,870.04 \$	9,870.04	0.00%	33	12.45
TC*	TC 3 and TC 4		s s	4,364.60 \$	4,364.60	0.00%	s	_ 9	*	- N/A		-	4,283.68 \$	4,283.68	0.00%	s	8,648.28 \$	8,648.28	0.00%		7.43
.0	.00		*	.,οοοο ψ	.,504.00	2.2370	, °	- '	*			Ψ	-,200.00 ψ	.,200.00	2.3070		σ,στο.2σ φ	3,040.20	2.2070	1580	429.87

<sup>1.)</sup> All lands, with the exception of Parcel VC1, are assessed on the Tax Collector Assessment Roll
2.) FY 2021 Par balances provided are for informational purposes only, are subject to change, and take into account the payment of the 2019 tax bill. Please note this is not an official payoff, as payoffs must be obtained via estoppel from Inframark.



8B



# 8Bi.



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

#### ORGANIZATION/COMPANY USE APPLICATION

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

APPLICANT INFORMATION
Name of Entity/Organization/Company: SR Brazil LLC dba Soccer Shots
Address: 551 Neptune Bay Cir, Unit 1 - St Cloud, FL - 34769
Type of Organization: □ Non-Profit ⋈ Commercial □ Government □ Private If Non-Profit, does your organization hold a current 503(c)(3) certificate? □ Yes □ No
Contact Person: Eduardo Rampazzo E-mail: erampazzo@soccershots.org
Work Phone: (407) 900-0905 Cell Phone: (407) 900-0905
EVENT INFORMATION
Type of event: Soccer instruction for children age 2-8
Requested location: Soccer Field - Only half of it is necessary
Anticipated # of attendees: 30-40 children plus parents What age group? 2-8 years olds divided in groups of 10
<b>NOTE:</b> If requesting use of a pool area, please be advised the access gates are <u>not</u> 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

business license, and insurance on file with the Osc	ceola County Parks and Recreation Department.					
How many vendor/merchandise locations will your event require?0						
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 pes of service of any person(s) that you have an ovide for you.					
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 the Harmony Community Development District Par	additional waste management services, as required in rks and Recreation Facilities Policy.					
Osceola County Zoning and Code Enforcement One Courthouse Square, Suite 1200, Ki Phone (407) 343-3400						
Osceola County Parks and Recreation Departm One Courthouse Square, Suite 1200, Ki Phone (407) 343-2380						
County Waste Management: Phone (407) 847-	7370					



#### INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

### 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 anv 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: <u>Suendo P. Ramies</u>	Date: 06/11/2021
Printed Name: EDUARDO RAMPAZZO	_
APPROVAL FROM HARMONY CDD	
Signature:	Date:
Printed Name:	_
Title:	_
Harmony CDD 3	



#### INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons. UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons. By utilizing District facilities, there are certain risks arising from or related to possible exposure to communicable diseases including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"). The Event Organizer represents he or she is fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily assume 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.

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:	Luerdo P. Ramier 34	Date: _ <sup>06/11/2021</sup>	
Printed Name:	Eduardo Prini Rampazzo		



APPROVAL FROM HARMONY CDD	
Signature:	_Date:
Printed Name:	
Title:	



# **8B.ii.**



## 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.

ADDI IO ANT INCODINATION		
APPLICANT INFORMATION		
Name: Steve Berch	e	
Address: 6913 Bear Sr	9455 Rd Hav	mory
Home Phone:	Cell Phone: $\frac{40.749/346}{9}$	9
Fax:	E-mail: SPECRUBECOL	aNli linkino
	-	· <del>····</del>
EVENT INFORMATION		
Type of event: Birth day Party		
Requested location: Sain (Jub	Su Concrundo	- Caropy
Event date(s): $(6262)$		
Times From: $\frac{1}{3} - \frac{1}{3} = $	To:	(a.m./p.m.)
Anticipated # of attendees:	To:	<del></del>
NOTE: If requesting use of a pool area, please be as	dvised the access gates are not to be pro-	pped open at any
time before or during the event. This is an electronic	c card reader access system, and proppi	
result in a default that disables the card readers where	no one will have access.	
DAMACE DEDOCIT		

#### 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.

Harmony CDD Facility Usage Application (Individual)



## **VENDORS/MERCHANDISE**

How many vendor/merchandise locations will your event require?  Please describe vendors/type that will occur on day of event:  A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have a service of any person that you ha
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 a
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 a
names, addresses, phone numbers and types of service of any person(s) that you have a
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 the Harmony Community Development District Parks and Recreation Facilities Policy.
the Harmony Community Development District Parks and Recreation Facilities Policy.  Osceola County Zoning and Code Enforcement:
the Harmony Community Development District Parks and Recreation Facilities Policy.
the Harmony Community Development District Parks and Recreation Facilities Policy.  Osceola County Zoning and Code Enforcement:  One Courthouse Square, Suite 1200, Kissimmee, FL 34741



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:
Printed Name: Store Sorrbp
APPROVAL FROM HARMONY CDD
Signature: Date:
Printed Name:
Title:

Harmony CDD Facility Usage Application (Individual)



### STATE OF EMERGENCY RIDER PAGE

## PANDEMIC INDEMNIFICATION

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

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

## SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:	
I understand that this is an application only Development District in any fashion to reserve	and does not obligate the Harmony Community any facility and/or approve any event.
Thave read, understand, and agree to abide by Development District in Chapter 4, Parks and	y the policies set forth by the Harmony Community Recreation Facilities Rules.
If approved, I understand that I must have a	a copy of the signed, approved application in my
possession at the event or Lwill be denied acce	ess for this event.
(A) TO CRIDO	0.6.71
Signature:	Date: 6/CO/
Printed Name: Steve Bery	bp
APPROVAL FROM HARMONY CDD	
	-
Signature:	Date:
Printed Name:	
Title:	